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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ADDINGTON FARMS
PHASE I**

**Developed By:
COFFEE CREEK AND PENN, LLC**

CHICAGO TITLE OKLAHOMA
4801 GAILLARDIA PARKWAY, SUITE 150
OKLAHOMA CITY., OK 73142

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ADDINGTON FARMS, PHASE I

**An addition to Oklahoma County, Oklahoma
A part of the Southeast Quarter of Section 7, Township 14 North, Range 3 West, I.M.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for ADDINGTON PLACE I, ("the Declaration(s)"), is made this ___ day of _____, 2017, by Coffee Creek and Penn, LLC, ("Declarant"), an Oklahoma limited liability company existing under and by virtue of the laws of the State of Oklahoma.

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located within Oklahoma County, State of Oklahoma, called Addington Farms I which is a platted addition and the Final Plats for said platted addition is recorded at Book __, Page __ of the public records of Oklahoma County, State of Oklahoma;

AND WHEREAS, it is the purpose of this Declaration to cause said real property to be surveyed and platted under the name Addington Farms I as a residential subdivision to Oklahoma County, State of Oklahoma and to create and include as part thereof permanent open areas at the entrance thereof and throughout the area with improvements, landscaping, fencing and signage erected or to be erected thereon, and other common facilities for the benefit of this particular community;

AND WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, and all improvements now existing or hereafter erected thereon and to establish a corporate entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereafter created;

AND WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, or as a limited liability company, an entity to be known as ADDINGTON FARMS HOMEOWNERS ASSOCIATION, L.L.C., for the purpose of exercising the aforementioned functions;

NOW THEREFORE, Declarant hereby declares that the subject property hereof is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with and touch and concern the real property, and shall be binding on all parties having or acquiring any right, title or interest to or in any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I- DEFINITIONS

The following words, when used in these Declarations or any Supplemental Declaration or Special Amendment (unless the context shall so prohibit), shall have the following meanings:

A. "Addington Farms" or "Addington Farms I" or the "Addition" shall mean the real property described in "**EXHIBIT A**", together with such additional property as Declarant may cause to be added to Addington Farms I through reference of or incorporation by these Declarations.

B. "Addington Farms Documents" or "Documents": Refers to this Declaration and all exhibits hereto, and any applicable Supplemental Declaration, the By-Laws of the Association, (the "By-Laws"), the Articles of Incorporation of the Association, (the "Articles"), as they may be amended, and the Design Guidelines, as amended from time to time.

C. "Association" shall mean and refer to ADDINGTON FARMS HOMEOWNERS ASSOCIATION, L.L.C., a limited liability company formed under the laws of the State of Oklahoma, its successors and assigns.

D. "Base Assessment": Assessments levied on all Lots subject to assessment under this Declaration to fund Common Expenses, as determined in accordance with this Declaration.

E. "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws. Bylaws may be an interchanged term for the Operating Agreement or other governing documents of the Association as the case may be.

F. "Builder" shall mean any Person who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers, or who purchases one or more parcels of land within Addington Farms for later resale in the ordinary course of such Person's business.

G. "Common Areas" shall mean all real property, if any, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of the Members of the Association. Common Areas, upon initial adoption of these Declarations shall include but not be limited to the following:

1. All aspects and related improvements of the private roads and streets that are within the Addition, and that are within the gated areas of the entryway(s).
2. The storm water detention and management areas such that are not within the confines of any Lot that is intended for residential dwelling construction.
3. The common signage, lighting, electrical and related facilities that serve the Addition.
4. The amenities of the Addition, to the extent they exist, such as but not limited to, any clubhouses, recreational areas, parking facilities, playgrounds, athletic courts or fields, and other amenities. The Owners understand that there are no such representations or warranties as to what if any amenities are or will be provided and that such is in the sole discretion of the Declarant.

H. "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including, but not limited to reasonable reserve funds for capital improvements or other projects, those funds necessary for the provision of services for the common benefit of the Owners, all amounts as related to Common Areas, all amounts intended to defend or enforce the Addington Farms Documents of or by the Association, and all amounts expressly stated or implied by the Addington Farms Documents, as the Board may find necessary and appropriate pursuant to Addington Farms Documents. Common Expenses shall NOT be limited to those expenses relative to the care of Common Area.

I. "Community Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing at Addington Farms I. Such standard shall be established initially by Declarant and may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and demands of Addington Farms I change.

J. "Declarant" shall refer to Coffee Creek and Penn, LLC, an Oklahoma limited liability company, and any successor, assign, or related or affiliated entity who takes title to any portion of the property described in **EXHIBIT "A"** for the purpose of development and/or sale or who is

designated as Declarant in a recorded instrument executed by an authorized representative of Coffee Creek and Penn, LLC.

K. "Design Guidelines" shall refer to the initial architectural, design, development and other guidelines standards, controls, and procedures, as set forth in **EXHIBIT "C"** including but not limited to, application and review procedures, adopted and administered, as they may be amended from time to time. In the event that Design Guidelines are not attached to this Declaration, then Declarant may establish them at such time as Declarant has them available, and Declarant may amend them from time to time in Declarant's sole discretion.

L. "Fences" shall mean the following where the context so indicates:

(1) "Adjoining Fences" shall refer to two or more separate fences, which adjoin and are exposed to public view.

(2) "Common Area Fences" shall refer to any fence on a Lot, which is adjacent to, abuts, or borders any Common Area.

(3) "Association Fences" shall refer to any fence erected or placed on any Common Area or along easements.

M. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.

N. "Lot" shall mean and refer to any platted and numbered single-family residential lot, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land which is part of the Lot as well as any improvements thereon.

O. "Master Plan": The plat, and related documents, for the development of Addington Farms as approved by Oklahoma County or other governing body as applicable, as it may be required and amended, which may include all of the property described in **EXHIBIT "A"**

P. "Member" shall mean and refer to every Person who holds membership in the Association as more fully set forth in Articles IV and VI of these Declarations.

Q. "Owner" shall mean and refer to the record owner, whether one or more Persons, of a Lot which is or may become a part of the Addition, or may be annexed to form a part of Addington Farms I, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

R. "Person" shall mean an individual, corporation, partnership, association, limited liability company, trust or other legal entity, or any combination thereof.

S. "Property" shall mean and refer to that certain real property platted as Addington Farms I and such additions thereto and other real property within the Addition as hereinafter defined as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

T. "Record," "Recording," or "Recorded": To file, filing, or filed of record in the official records of the Oklahoma County Clerk, Oklahoma County, State of Oklahoma.

U. "Reviewer" shall mean the body authorized to exercise architectural review.

V. "Street" shall mean any street, lane, drive, boulevard, court, circle, road or terrace.

W. "Supplemental Declaration": An instrument Recorded pursuant to ARTICLE II, which subjects additional property to this Declaration,

X. "Unit" shall mean a portion of the Properties, whether improved or unimproved, which may be independently owned and is intended for use and occupancy as a detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, each numbered lot shown on a subdivision plat filed in the Official Records with respect to any portion of the Properties, together with the structures, if any constructed thereon, as well as vacant land intended for further subdivision but shall not include Common Areas or property dedicated to the public.

The use of the foregoing defined words in the singular shall also be deemed to refer to the plural, and vice versa, when the context so requires.

ARTICLE II - STAGED DEVELOPMENT

Section 1: Initial development. Although this initial Declaration restricts only the Property, Declarant without the consent of the Association may develop additional phases of Addington Farms I within or without the Addition, which may be annexed to the Property, and which future annexation will provide for the addition of Owners in such other areas as Members of the Association and of additional Common Areas to be owned by the Association. During its existence, the Association will include, as Members, every Owner within the Addition.

Each Member of the Association will be subject to its Articles of Incorporation, By-laws, rules and regulations, as from time to time are established and/or amended. The Common Areas which will be owned by the Association are included in the recorded plat and could ultimately include other lands within the Addition which are not included in said plat.

Section 2: Expansion by Declarant. Declarant may from time to time, subject to the provisions of this Declaration, or subject to differing provisions if the Declarant so chooses, add to all or any portion of the property described in **EXHIBIT "A"** by Recording a Supplemental Declaration describing the additional property to be subjected. A Supplemental Declaration Recorded pursuant to this Declaration shall not require the consent of any Person except the owner of such annexed property, if other than Declarant. Declarant may transfer or assign the right to annex property to any Person who is a purchaser of any portion of the real property described in **EXHIBIT "A"**. Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration.

Section 3: Additional Covenants and Easements. Declarant may subject any portion of Addington Farms to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property. A Supplemental Declaration shall be effective upon Recording unless otherwise specified in such Supplemental Declaration.

ARTICLE III - PROPERTY SUBJECT TO TIDS DECLARATION

The real property which is and shall be initially held, transferred, sold, conveyed and occupied subject to these Declarations is located in Oklahoma County, State of Oklahoma and is platted as Addington Farms I together with any further additions that Declarant may later develop as more fully provided in Article II of these Declarations.

ARTICLE IV - MEMBERSHIP IN THE ASSOCIATION

Every Person who is a record Owner of a fee or undivided interest in any Lot shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of Lot shall be the sole qualification for membership in the Association.

ARTICLE V - DUTIES OF ASSOCIATION AND OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1: Association's Duties. The Association shall maintain:

- A. All portions of and structures situated upon the Common Areas, including but not limited to entryway signage, improvements and landscaping, lighting, surveillance systems, utilities serving the private Association improvements, and any additional Common Area facilities that Declarant or Association chooses to add to the Common Areas;
- B. Landscaping within public rights-of-way within or abutting Addington Farms;
- C. The sidewalks and all improvements as associated with the public street network and entryways;
- D. Such portions of any additional property included within the Common Area as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Declarant or Association;
- E. All areas located within Addington Farms which serve as part of the storm water drainage system for Addington Farms, including improvements and equipment installed therein or used in connection therewith; provided, neither Declarant, the Architectural Review Board, nor the Association shall have any liability for damage or injury caused by flooding or surface runoff resulting from rainfall or other natural occurrences; and
- F. Any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from Declarant to the Association and to remain a part of the Common Area and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association shall have the right to enter upon, for the purpose of maintaining, and may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain Addington Farms Documents. The costs associated with maintenance, repair, and replacement of the Common Area shall be a Common Expense. Furthermore, in the event of dissolution of the Association, the Board shall determine the means of disposition of the common elements under ownership by the Association.

Section 2: Association's power to limit rights of enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to limit the number of guests of Members and to set and regulate the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.
- B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- C. The right of the Association, in accordance with its Articles of Incorporation and By-laws, and with the assent of two-thirds (2/3) of each class of Members, to borrow

moneys for the purpose of improving the Common Areas and the facilities and improvements thereon, and in aid thereof to mortgage said Common Areas or any portion thereof.

- D. The right of the Association to suspend the voting rights and right to use of the Common Areas by a Member for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations.
- E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association, provided however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and signed by a majority of each class of Members is filed of record in the office of the County Clerk for Oklahoma County.
- F. The right of the Association to enforce these Declarations and to enact and enforce rules and regulations concerning the use of the Common Areas. The power of enforcement set forth in this Paragraph F shall include the power of the Association to impose monetary fines (including daily assessment fines) upon Members for violations of said rules or of these Declarations provided, however, that said fines shall not be enforced ex-post facto and provided further that the Member against whom such fine or fines are assessed shall be given an opportunity for a hearing before the Association's Board of Directors to present evidence against a finding of violation by the Board of Directors. Such fines may be assessed, as foreclosable liens against the Lot owned by the fined Owner.

Section 3: Delegation of right to enjoyment. Any Member may delegate in accordance with the Association's By-laws his or her right of enjoyment to the Common Areas and facilities to the members of his or her family who reside on his or her Lot, or to his or her tenants or contract purchasers who reside on his or her Lot, subject to such rules, regulations and limitations as the Association may from time to time establish.

Section 4: Covenant to deed. Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Areas as shown in the recorded plat to the Association free and clear of all encumbrances and liens, upon the conveyance of the first Lot.

Section 5: Control of common areas. The Association shall control, maintain, manage and improve the Common Areas as provided in these Declarations and in its Articles of Incorporation and By-laws.

Section 6: Rights subject to regulations. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of the Members of each class provided, however, that the Board of Directors of the Association may from time to time establish rules and regulations governing the use of the Association's Common Areas by Members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

Section 7. Insurance. The Association may maintain insurance policies as the Board, in its discretion, determines advisable. The Association shall maintain general liability insurance that names Declarant as an additional insured, and that covers as against all liability claims that arise out of any acts or omissions alleged against the Declarant, the Association, the Board, the ARC, or the officers and directors of the Board.

Section 8. Disclaimer of Liability. The Association may, but shall not be obligated to, maintain or support certain activities or services designed to promote the health, safety, and welfare of the Owners and the occupants of any Lot. Notwithstanding anything contained in the Documents, the Association, the Board, the Declarant or related or affiliated entities, shall NOT be liable for or responsible for, or in any manner a guarantor or insurer of the health, safety, or welfare of any Owner or occupant of any Lot or any tenant, guest, or invitee of any Owner or occupant or any property of such persons. Each Owner and occupant of a Lot and each tenant, guest, or invitee shall assume all risks associated with the use and enjoyment of Addington Farms, including, but not limited to, all Common Areas and recreational facilities, and may be required to execute specific liability waivers from time to time as a condition of such use.

Section 9. Security. It is the goal of all Owners, including Declarant, to have a safe and healthy environment within Addington Farms. The Association may, but shall not be obligated to, maintain or support facilities or services within the Addington Farms intended to make the Addington Farms safer than it otherwise might be, provided, neither the Association, its Board, or the Declarant or its related entities, shall in any way be considered the insurers or guarantors of security within Addington Farms, nor shall the Association, the Board, or the Declarant and its related entities be held liable for any loss or damage for failure to provide adequate security or the ineffectiveness of security measures undertaken.

Section 10. Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total Class "A" votes in the Association and of Declarant, as long as Declarant owns any property subject to the Declaration) by any authority having the power of condemnation or eminent domain, such award or proceeds shall be payable to the Association and used for such purposes as the Board shall determine, or the Declarant if the Declarant is still the title owner of such real property being condemned. If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking, Declarant, so long as Declarant owns any property subject to the Declaration, or Members representing at least two-thirds (2/3) of the total Class "A" vote of the Association shall otherwise agree.

Section 11. Transfer or Dedication of Common Area. The Association may dedicate portions of the Common Area to any local, state, or federal governmental or quasigovernmental entity, or to any utility franchise holder, subject to prior approval of the Declarant during the Class "B" Control Period.

ARTICLE VI - CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

Section 1: Class "A" Membership. Class "A" Members shall be all Owners of Lots with the exception of Declarant. Each Class "A" Member shall be entitled to one vote for each Lot in which he or she holds the interest required for membership by Article IV of these Declarations. When more than one Person holds such interest in any one Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. Unless otherwise specifically and explicitly transferred by way of a recorded conveyance, a Class "A" Member does not acquire rights that are exclusive to a Class "B" Member by virtue of receiving a deed from a Class "B" Member or its successors or assigns.

Section 2: Class "B" Membership. The Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to twenty (18) votes for each Lot in which it holds the interest required for membership by Article IV of these declarations. The Class "B" membership shall cease and be converted to Class "A" membership upon the happening of any of the following events, whichever first occurs: (1) upon the conveyance by Declarant of all Lots within the Addition; or 2) if lands adjoining the Addition are made a part of Addington Farms I by Declarant and such lands are incorporated by reference to these Declarations, then upon the conveyance by Declarant of all Lots within

the Addition and said adjoining lands; or (3) on January 1, 2037; or (4) If in its sole discretion Declarant so determines.

ARTICLE VII - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Duty of Owners to Association. All Members of the Association, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) Base Assessments and charges; and (2) Special Assessments for capital improvements or repairs, to be fixed, established, and collected from time to time as hereinafter provided. The Base and Special Assessments, together with such interest thereon and costs of collection (including attorneys' fees) thereof, as hereinafter provided, shall be a charge on the land and may be evidenced by a continuing lien in favor of the Association upon each Lot against which each such assessment is made, and shall be superior to any homestead right or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligations and encumbrances contained in this Article VII of these Declarations shall touch and concern the land and shall pass to every Owner's successors in title.

Section 2: Purpose of assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and community of the Members, and for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3: Initial Base Assessments. Until January 1 of the year immediately following the filing of the Final Plat for the first phase of Addington Farms I, the initial Base Assessment that may be imposed on a Class "A" Member shall be **\$1000.00** and the maximum assessment that may be imposed on a Class "B" Member shall be \$100 per Lot. Owners which are home builders will have the same voting rights per Lot as Class "A" Members, but will have the same assessments per Lot as the Class "B" Member (Declarant).

Section 4: Progressively Increased Base Assessments. From and after January 1 of the year immediately following the filing of the Final Plat for the first phase of Addington Farms I, the Base Assessment imposed on Class "A" Members may be increased up to 20% by the Association's Board of Directors without a vote of the membership.

Section 5: Maximum Increased Base Assessments. From and after January 1 of the year immediately following the filing of the Final Plat for the first phase of Addington Farms I, the Base Assessment imposed upon the Members may be increased in a percentage greater than that established in Article VII, Section 4 above by a vote of the general membership of the Association for the next succeeding year provided that any such charge shall have the assent of two-thirds (2/3) of the Members pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

Section 6: Special assessments. In addition to the Base Assessments authorized above, the Association may levy in any assessment year, as to all Members, 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 Areas, including the fixtures and personal property related thereto; provided that any such assessment shall have the consent of at least one-half (1/2) of the Members pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members

not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; 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 three times the annual dues assessed against said Members for the same year.

Section 7: Uniformity of assessments. Both annual and special assessments must be fixed at a uniform rate for each Member of a given class and may be collected on an annual basis.

Section 8: Meetings of membership. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided; however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9: Commencement of assessments. The Base Assessments provided for herein shall commence as to all Lots on the first day of the month following the filing of the Final Plat for Addington Farms I with the Oklahoma County Clerk. The first Base Assessment shall be adjusted according to the number of months remaining in the calendar year. The Association's Board of Directors shall fix the amount of the Base Assessment against each Lot at least thirty (30) days in advance of each Base Assessment period. Written notice of the Base Assessment shall be sent to every Owner subject thereto. Within ten (10) days after a single-family home is initially occupied by any Person, whether by lease or otherwise, the Owners thereof shall furnish written notice of commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the Base Assessment against each Lot at least thirty (30) days in advance of each Base Assessment period. Written notice of the Base Assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates, which in no event shall be more than sixty (60) days after the obligation to pay an assessment accrues. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. The Board of the issuance of these certificates may make a reasonable charge. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 10: Delinquent Assessments. All assessments and other charges of the Association authorized in this Declaration shall constitute a lien against the Lot against which they are levied from the time such assessments or charges become delinquent until paid. The lien shall also secure payment of interest (subject to the limitations of Oklahoma law), late charges (subject to the limitations of Oklahoma law), and costs of collection (including attorneys' fees, lien fees and administrative costs). Such lien shall be superior to all other liens, except those deemed by Oklahoma law to be superior. The Association may enforce such lien, when any assessment or other charge is delinquent, by lawsuit, judgment, and foreclosure. The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure.

Section 11: Lien to Secure Assessments. The lien of the assessments provided for herein shall take priority over any lien or other security interest created by a real estate mortgage or mechanics' lien covering any Lot that is filed of record in the land records of Oklahoma County, State of Oklahoma subsequent to the filing of these Declarations. Sale or transfer of any Lot shall not affect the assessment or enforceability of any lien created by virtue of these Declarations.

Section 12: Exempt Property. The following property subject to these Declarations shall be exempt from payment of the Base assessments, and Special Assessments:

A. All property held by the Declarant or its affiliated entities. The Declarant and its affiliated entities shall also be exempt from all assessments, Special Assessments, Specific Assessments, and any other charges, sanctions or fines.

B. All properties dedicated to and accepted by a local public authority;

C. The Common Areas as defined on the Final Plat for Addington Farms I

D. All Lots owned by an approved Builder in the Addington Farms I Addition and only for so long as up to a maximum of one year during such time as the Builder has acquired title to a Lot from the Declarant and Builder is in the process of constructing Architectural Review Committee ("ARC") approved improvements to the Lot. The exemption for each Builder automatically expires one year after the Builder takes title to the Lot. Each Builder shall have up to twelve months to complete construction of the dwelling on the Lot.

Section 13: Notification of ownership. Any Person upon becoming an Owner shall, within ten (10) days from the recording of a deed reflecting such Person as Owner, give written notice to the Association that such Person has become an Owner.

ARTICLE VIII - USES OF LAND

Section 1: Residential use limits. All Lots within the Property may only be used for single-family residence purposes. No store or business, no gas or automobile service station, no commercial uses, and no flat, duplex, multifamily, condominium or apartment house shall be erected or maintained on a Lot within the Property. Notwithstanding anything in the foregoing to the contrary, Declarant and its employees, representatives, agents and authorized Builders, may maintain on any Lot, a business and sales office, model home or show units (including a business and sales office within a model home or show unit), and other sales facilities necessary or required until all of the Lots are sold by Declarant. Provided further that nothing contained in this Article VIII shall prohibit Declarant from platting, developing, operating or constructing, or assigning the right to plat, develop, operate or construct religious, commercial or multi-family properties within the Subdivision but outside the Property.

All dwellings shall be of new construction, and no building (new or used) may be moved from another area into the Addition. Mobile homes, manufactured homes, or modular homes of any kind shall not be allowed to be placed or parked either permanently or temporarily on any Lot. The ARC, through its review and approval or denial of every act of construction, improvement, or proposed use of every Lot, is to be the deciding body as to what types of improvements and character of such will be allowed in the Addition. Therefore, to the extent that any provision in this Declaration is contradictory to a decision of the ARC, the ARC's decision shall govern.

Section 2: Prohibited activities.

- A. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. However, the operation of model homes or business and sales offices by Declarant or its employees, representatives, agents and authorized Builders shall not be deemed to constitute a nuisance or annoyance.
- B. Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the subject lands shall be permitted.
- C. Livestock. The keeping of any poultry, cattle, pigs, sheep, horses or other livestock of any kind or character is prohibited within the Addition.

- D. Refuse Storage: Growth: Lawns. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain in the Addition. No trash, ashes or other refuse may be thrown in any other Owner's lot. Lawns and shrubbery shall be kept neatly mowed, edged, pruned, shaped, weeded, and trimmed.
- E. Signs and Billboards: Declarant's Right. No signs or billboards, except "for sale" signs shall be permitted on any lot without the prior written consent of the Declarant: provided, this prohibition shall not apply to the Declarant in the initial sale of such lot. No "for rent" or "for lease" signs shall be permitted anywhere in the Addition.
- F. Vehicle/Equipment Parking and Storage. No commercial trucks, campers, fifth wheels, RV's, Winnebago, mobile homes, motor homes, motorcycles, mopeds, four wheelers, ATV's, eighteen wheelers, freighters, rigs, semi's, pushcarts, rickshaws, taxis, off road vehicles, limousines, tractors, heavy equipment, trailers, service vehicles, recreational vehicles, boats, canoes, kayaks, aircraft, catamarans, sailboats, motor boats, dinghies, schooners, skiffs, rafts, watercraft, jet skis, or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable shall be stored or parked on the exterior of any Lot within the Addition. The intent of such prohibition is that no such items shall be allowed in the Addition in any way that such items are not fully enclosed, parked, and stored in a manner that is screened and hidden from the public streets and all other Lots. Otherwise, all allowed and approved vehicles must be parked on paved surfaces fully within the Lot, and not within the street or public right of ways. Owners and occupants agree that the Association may enforce no parking within the street and public right of ways as if such parking was a violation of parking on any Lot. The only exception to the foregoing restriction is that such items may be parked on a Lot temporarily for a period of no longer than twelve (12) hours, and no more than one consecutive days, awaiting transport elsewhere, such as in order to be loaded or stored overnight. No vehicles will be allowed to be parked on the streets at any time, with the sole exception of occasional parking by guests of the residents of the Lots for events such as parties and gatherings, but with such guest vehicles not allowed to be parked in such street for any length of time greater than twelve (12) hours and for no consecutive days.
- G. View From Street. All clotheslines, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from the public street in front of the Lot. Garbage containers may be visible from the front street on the day of pick-up only and shall be hidden behind brick walls, or some other screen as approved by the ARC, from sight at all other times.
- H. Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot.
- I. Radio, Telecommunications, or Television Device. No radio, telecommunications, receptor, antennae, or television transmitting or receiving device shall be allowed on any Lot or structure with an exposed antenna that exceeds five (5) feet in height and/or 24 inches in diameter, and no such item may be seen from the public streets.
- J. Wind Powered Generators. No wind powered generators, windmills, wind pumps, or wind turbines shall be allowed on any Lot in the Addition. No window air conditioners are allowed in the Addition. No solar panel or cells, heat collector, photovoltaic modules or cells, or gain equipment of any kind shall be allowed on any Lot.
- K. Temporary Structure. No trailer, tent or shack shall be erected, placed or permitted. nor shall any structure of a temporary character be used at any time as a residence without the prior written consent of the Declarant.

- L. Household Pets: Care and Restraint: Limit on Number. No animal shall be kept except domesticated household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than two (2) household pets may be kept without written permission of the Declarant or Association. No pets, dogs, or other animals may be permitted to run loose within the Addition at any time. All pets shall be kept within approved fenced areas or on a leash at all times that such are outside. No cats are allowed within the Addition.
- M. Play Structures. Play structures, play equipment, recreation equipment, playhouse, playground equipment, swing sets, trampolines, above ground pools, bouncing equipment, bike ramps, forts, tree houses, platforms in trees, or structures of any type shall be first approved in writing by the ARC prior to being erected or allowed to remain on any Lot. Photographs, drawings, plans, and specifications for all such structures or equipment must be first submitted to the ARC prior to construction or installation with any modifications, approval or rejection at the sole discretion of the ARC.
- N. Vacant Lots. No trash, refuse, caves or tree houses are to be placed, constructed or stored on any vacant Lot. All vacant Lots shall be maintained and regularly mowed to be kept in good appearance.
- O. Athletic Equipment. No basketball goals, soccer goals, golf hitting nets, baseball cages, archery, badminton, tennis, volleyball, or other recreational or athletic equipment of any kind (including but not limited to temporary or portable equipment) may be placed, erected, or maintained on any Lot in any manner that is visible from any other Lot, or visible from the street or road or sidewalk or public right of way, or that sound from the equipment is audible from any other Lot, or public area or common area at any time, without prior written approval and regulation by the ARC and subject to being required for removal or relocation in the ARC's sole discretion. No skateboard or bicycle ramps may be constructed on any Lot. No basketball goals, equipment or other athletic equipment may be attached to any part of any duplex or residence on any Lot, unless first approved in writing by the Declarant or Association.
- P. Outdoor decorations; Furniture; Seasonal Decor. Any outdoor decorations, furniture, or seasonal decor shall be kept and installed in good aesthetic appearance and condition, and shall be appropriate to the season. All outdoor furniture and decor shall be in harmony and keeping with the style and decor of the Addition.
- Q. Vent Pipes. All vent pipes are to be kept at a minimum height and are to be of such material or be painted so as to blend with the roof. To the extent possible all vent pipes shall be placed on the side of the roof that is not visible from the street.
- R. Storage of Building Materials. No building materials are to be placed or stored on any Lot until construction is to begin, and construction shall be completed within one (1) year from commencement of construction. During construction, the Owner shall provide and use, at Owner's expense, a trash container from commencement until completion of construction, and Owner shall not allow debris or refuse to accumulate on the Lot or within the Addition during construction.
- S. Landscaping. Landscaping, shall be required on all Lots with completion of other improvements and shall conform to the landscape plan as submitted by the Lot owner and approved by the ARC. Existing trees are to be preserved to the extent practical. Each Lot owner shall install and maintain, at their own cost, solid slab sod on all areas of the front, rear, and sides of the Lot, except only those areas established for landscaping planters, flower

beds or other ground cover as shown on the landscaping plan as first approved in writing by the ARC. Such solid slab sod shall be installed within thirty (30) days of the time of completion of the construction of the residence upon the Lot. All landscaped exterior areas on the Lot shall be covered and maintained with an automatic sprinkler watering system that is kept by the Owner in good and operational condition.

- T. Storage and Other Detached Structures. Detached storage buildings are prohibited unless any such structure has been first granted written approval by the ARC. All exterior storm shelters of any kind must be properly sodded and landscaped over and all aspects of such structures and placement must be approved by the ARC.
- U. Driveways: Sidewalks: Mailboxes. All driveways must be of concrete or paver construction, in a material and design that is approved in advance by the ARC. Mail boxes shall be of brick, masonry, stone, and/or rock construction.
- V. Roofs. Roofs shall be of a form, style, material, color, texture, and construction as entirely approved by the ARC, in the ARC's sole discretion.
- W. Fences. All fences, shall be of a form, style, material, color, texture, and construction as entirely approved by the ARC, in the ARC's sole discretion.

ARTICLE IX - ARCHITECTURE AND LANDSCAPING

Section 1: Requirement for Prior Approval:

(a) No builder shall be allowed to construct a Unit upon any Lot in Addington Farms I without first being designated as an "approved Builder" by Declarant. Said designation must be in writing and shall be provided by Declarant at its sole discretion.

(b) No structure shall be placed, erected, or installed on any portion of the Properties, no alterations of or additions to the existing landscaping, and no improvements (including staking, clearing, excavation, grading, and other site work, and exterior alteration of existing improvements) shall take place within the Properties except in compliance with this Article and the Design Guidelines. In addition to the construction of dwellings and other buildings, it is specifically intended that placement or posting of other structures on the exterior of any Unit or other portion of the Properties shall be regulated by this Declaration and the Design Guidelines and require the approval of the appropriate Reviewer.

Modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to this Article. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to Declarants activities or to improvements to the Common Area by or on behalf of the Association.

Section 2: Architectural Review:

(a) By Declarant. Until 100% of the Properties have been developed and conveyed to Owners other than Builders, the Declarant retains the right to exercise architectural review under this Article. There shall be no prior surrender of this right except as provided in this Section. Each Owner or occupant, by accepting any interest in any portion of the Properties, acknowledges that, as the developer and as an Owner of portions of the Properties as well as other real estate within the vicinity of the Properties, Declarant has a substantial interest in ensuring that the improvements within the Properties preserve and enhance the Master Plan of development for Addington Farms I and do not impair the Declarants ability to market, sell, or lease its property. Therefore, each Owner agrees that no activity within the scope of this Article ("Work") shall be commenced unless and until the Declarant or its

designee has given its prior written approval for such Work, which approval may be granted or withheld in the sole discretion of Declarant or its designee.

In reviewing and acting upon any request for approval, Declarant or its designee shall act solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue so long as Declarant owns any portion of Addington Farms I and or any real property adjacent to Addington Farms I, unless earlier terminated in a written instrument executed and recorded by Declarant in the Official Records.

Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder. Additionally, Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to an Architectural Review Committee appointed by the Board (the "ARC"). Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) Declarant's right to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, jurisdiction of the foregoing entities shall be limited to such matters as are specifically delegated to it by Declarant.

(b) Architectural Review Committee. Upon delegation by Declarant or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ARC, shall assume jurisdiction over architectural matters hereunder. The ARC, when appointed, shall consist of at least three but not more than seven persons who shall serve and may be removed and replaced in the Board's discretion. Members of the ARC need not be Members of the Association or representatives of Members, whose compensation, if any, shall be established from time to time by the Board.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the ARC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

(c) Fees: Assistance. For purposes of this Article, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer." The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant and the Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

(d) EVERY LOT OWNER IS HEREBY ON NOTICE THAT A LOT OWNER PROCEEDS ENTIRELY AT THEIR OWN RISK IF THEY BEGIN IMPROVEMENTS, ALTERATION, CONSTRUCTION, REMODELING, RENOVATION, RETROFIT, REPLACEMENTS, MODIFICATIONS, INSTALLATIONS, OR WORK OF ANY KIND ON ANY LOT IN THE ADDITON WITHOUT FIRST RECEIVING ADVANCE WRITTEN APPROVAL FROM THE ARC - WHICH CANNOT HAPPEN UNTIL ALL SUBMITTAL ITEMS HAVE BEEN PROVIDED TO THE ARC. VERBAL APPROVAL FROM THE ARC OR ANY MEMBER(S) OF THE ARC IS NOT A VALID APPROVAL. IN THE EVENT THAT AN OWNER PROCEEDS WITH IMPROVEMENTS WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARC, AND THE ARC LATER DETERMINES IN THE ARC'S SOLE DISCRETION THAT SUCH IMPROVEMENTS DO NOT MERIT APPROVAL, THEN THE ARC MAY REQUIRE THE LOT OWNER TO REMOVE ALL SUCH IMPROVEMENTS AT THE LOT OWNER'S SOLE EXPENSE, OR THE ARC, DECLARANT, OR ASSOCIATION MAY ENTER UPON THE DEFAULTING LOT OWNER'S PROPERTY AND HAVE THE IMPROVEMENTS REMOVED, WITH THE COST OF SUCH REMOVAL TO BE FILED AS A LIEN AGAINST THE LOT OWNER'S PROPERTY.

EACH LOT OWNER SHALL BE BOUND BY ALL PROVISIONS HEREIN, AND EACH HEREBY AFFIRMS AT TIME OF TAKING OWNERSHIP THAT EACH HAS READ THE ENTIRE DOCUMENT HEREIN, AND UNDERSTANDS AND ACKNOWLEDGES EACH OWNER'S OBLIGATIONS HEREIN.

Section 3: Guidelines and Procedures.

(a) Design Guidelines. Declarant has prepared the initial Design Guidelines, as attached in Exhibit "C", or if not attached, then as may be included and may be amended from time to time by the Declarant in Declarant's sole discretion,, which shall apply to construction and landscaping activities within the Properties. The Design Guidelines shall contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon location, unique characteristics, intended use, the Master Plan, and any other applicable zoning ordinances. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewer, and compliance with the Design Guidelines does not guarantee approval of any application.

As long as it owns any portion of the Properties or has a right to annex any property, Declarant shall have sole authority to amend the Design Guidelines from time to time in its discretion. Thereafter, the ARC shall have authority to amend the Design Guidelines with the Board's consent. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines. Declarant is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

The Association shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In Declarant's discretion, the Design Guidelines may be recorded in the Official Records, in which event the recorded version as it may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

All structures and improvements constructed upon a Unit shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans for such improvements are submitted to the Reviewer, unless the Reviewer has granted a variance in writing. So long as the Reviewer has acted in good faith, its findings and conclusions with respect to appropriateness of, applicability of, or compliance with the Design Guidelines and this Declaration shall be final.

(b) Procedures. Prior to commencing any activity within the scope of this Article, an Owner shall submit an application for approval of the proposed work to the Reviewer. Such application shall be in the form required by the Reviewer and shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, fencing, utility facilities layout and screening and/or fencing therefore, and other features of proposed construction, as required by the Design Guidelines and as applicable. The Reviewer may require submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the Reviewer may consider whatever reasonable factors it deems relevant, including, but not limited to, visual and environmental impact, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, and architectural merit. Decisions may be based purely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. Approval by the Reviewer shall be required prior to pursuing or gaining any required approvals from the local governing bodies.

The Reviewer shall within 30 days after receipt of a completed application and all required information respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. In the event the Reviewer fails to advise the submitting party by written notice within the period specified, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines and Community Wide Standard unless a variance has been granted. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

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 Reviewer for reconsideration. If construction is not completed on a project for which Plans have been approved within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn and such incomplete construction shall be deemed to be in violation of this Article.

Section 4: No Waiver of Future Approvals. Each Owner acknowledges that members of the Reviewer will change from time to time and that interpretation, application, and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. Should the Reviewer permit nonconforming improvements through hardship or error, it shall not be construed as a waiver of future enforcement rights or permission for future noncompliance.

Section 5: Variances. The Reviewer may authorize variances in writing from its guidelines and procedures but only: (i) in accordance with duly adopted Rules and Regulations, (ii) when unique circumstances dictate, such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations, and (iii) when construction in accordance with the variance would be consistent with the purposes of the Declaration and compatible with existing and anticipated uses of adjoining properties. Inability to obtain or the terms of any governmental approval or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the ARC may not authorize variances without the written consent of Declarant, as long as the Declarant owns any portion of the Properties or has a right to annex any property.

Section 6: Indemnification of Officers, Directors and Others. Subject to Oklahoma law, the Association shall indemnify the Declarant and Declarant's owners, managers, members, employees, and agents, and every officer, director, and committee member of the Association, including the ARC, against all damages and expenses, including legal fees, reasonably incurred in connection with any claim, action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The Declarant and Declarant's owners, managers, members, employees, and agents, and every officer, director, and committee member of the Association, including the ARC shall not be liable for any negligence, except for their own individual gross negligence or intentional torts. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and hold harmless each such Declarant, officer, director, and committee member from any and all liability to others on account of any such contract commitment, or action. The Association shall, as a Common Expense, maintain adequate general liability and officers'/directors' liability insurance per this obligation.

Further, review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and Declarant, the Association, the Board, the ARC, or any member of the foregoing, shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or for ensuring compliance with building codes and other governmental requirements. Declarant, the Association, the Board, the ARC, or any member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit. In all matters, the ARC and its members shall be defended and indemnified by the Association as provided in the By-Laws.

Section 7: Enforcement. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. The Association shall be primarily responsible for enforcement of this Article. If, however, in Declarant's discretion, the Association fails to take appropriate enforcement action within a reasonable time period, Declarant, for so long as it owns any portion of the Properties shall be authorized to exercise any enforcement rights which could have been exercised by the Association.

ARTICLE X - MAINTENANCE AND REPAIR

Section 1: Level of Maintenance Required. Addington Farms I shall be maintained in a manner consistent with the Community Wide Standard and all applicable covenants. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed as well as such other duties, including irrigation, as the Board may determine necessary or appropriate to satisfy the Community Wide Standard. As long as it owns any property in Addington Farms I or until it earlier determines, Declarant and, thereafter, the Board, may establish a higher Community Wide Standard for portions of the Properties that are environmentally sensitive or that provide a greater than usual aesthetic value and may require additional maintenance for such areas to reflect the nature of such property.

Notwithstanding anything to the contrary contained herein, the Association, any Owner, or any other entity responsible for the maintenance of a portion of the Properties shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

Section 2: Owner's Responsibility. Each Owner shall maintain his or her Unit in a manner consistent with the Community Wide Standard and all applicable covenants and Use Restrictions, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit. Owners shall be responsible to maintain the sidewalks and landscaping in the public right of way located on the front of the Unit. Owners shall maintain all landscaping installed on the Unit by the Builder.

In addition to any other enforcement rights, if an Owner fails properly to perform such Owner's maintenance responsibility, the Association may Record a notice of violation against the Owner's Lot or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner. The Association shall provide the Owner with reasonable notice and an opportunity to cure the problem prior to taking such enforcement action, except in an emergency situation as determined by the Board.

Section 3: Addington Farms I Responsibility. By Supplemental Declaration or upon Board resolution, Owners of Units within Addington Farms I shall be responsible for paying through Association Assessments the costs of operating, maintaining, and insuring certain portions of the Common Area within Addington Farms I. This may include, without limitation, costs of maintaining any signage, entry features, right-of-way, and open space between the Units within the Association

and adjacent public roads and private streets within Addington Farms I, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

The Association may, but shall not be obligated to, assume maintenance responsibility for property within Addington Farms I, in addition to any property which the Association is obligated to maintain by this Declaration or any Supplemental Declaration, either by agreement with the Association or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community Wide Standard. All costs of such maintenance shall be assessed as an Addington Farms I Assessment against Units within Addington Farms I to which the services are provided.

ARTICLE XI - EASEMENTS

Section 1: Public Utility Easements. Declarant reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained, in and on the Common Areas and the areas indicated on any plat of an area within the Addition as easements, sewer and other pipeline conduits, poles and wires, and any other method of conducting or performing any quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

The Owner of any Lot abutting the Common Areas who must, in order to avail themselves of utilities, enter and/or cross a Common Area, shall have an easement to do so provided that said Owner shall use the most direct feasible route in entering upon and crossing said Common Area and shall restore the Common Area to its original condition at the sole expense of the Owner.

Section 2: Easements for Maintenance, Emergency and Enforcement. Declarant reserves to itself and grants to the Association easements over Addington Farms and all Lots therein to the extent necessary to enable the Association to fulfill its maintenance responsibilities. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce Addington Farms Documents; provided, however, except to avoid imminent threat of personal injury or property damage, entry into any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the consent of the Owner or occupant, which consent shall not unreasonably be withheld.

ARTICLE XII - REARRANGING, RE-SUBDIVIDING OR RE-PLATTING

No rearranging, re-subdividing or re-platting of any portion or all of the Property may be done without the prior written consent of Declarant.

ARTICLE XIII - RIGHT TO ENFORCE

The restrictions contained in these Declarations shall run with the land, touch and concern the land, and bind the Owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the Owners of the Lots, their successors and assigns, and with each of them, to conform to and to observe and follow these Declarations. The Association, or any Owner, shall have the right to sue for and obtain an injunction, or for prohibitive or mandatory relief, to prevent the breach of these Declarations or to enforce the restrictions contained in these Declarations, or to seek damages for the violation of the restrictions contained in these Declarations. Failure or refusal by the Association to act to correct, prevent or seek compensation for any violation of the restrictions contained in these Declarations shall in no event be deemed a waiver of the right to do so thereafter, irrespective of the number of violations. No cause of action shall accrue against the Association or against Declarant or its agents in the event of the invalidity of any provision of these Declarations, or for failure or refusal of the Association or Declarant to enforce a provision hereof. This Article XIV of these Declarations may be pleaded and shall stand as a full bar to the maintenance of any litigation brought against Declarant or the Association for the failure or invalidity of

any provision of these Declarations, or for failure or refusal of the Association or Declarant to enforce a provision hereof.

ARTICLE XIV - RIGHT TO ASSIGN

Declarant may assign or convey to any Person any or all of the rights, powers, reservations, easements, exemptions and privileges reserved to Declarant in these Declarations, and upon the making of such assignment or conveyance, Declarants assigns or grantees may, at their option, exercise, enforce, transfer or assign all or any such rights, reservations, easements and privileges, at any time or times in the same way and manner that Declarant may under this Article XV. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety.

ARTICLE XV - JUDGMENT CONCLUSIVE

Until such time as the Class "B" membership expires, all decisions made by Declarant under the authority conveyed or reserved to it by these Declarations shall in all cases be final and conclusive, and its judgment and determination thereof shall be final and binding on all Owners.

ARTICLE XVI - DURATION

Except where otherwise provided for in these Declarations, all of the restrictions set forth herein shall continue and be binding upon Declarant and all Owners, and upon their successors, assigns and grantees, for a period of twenty-one (21) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years. As long as the Class "B" membership remains in existence, then either the Declarant may amend these Declarations in Declarant's sole discretion or the Owners may amend these Declarations through a vote of nine-tenths (9/10) of the entire membership. After the termination of the Class "B" membership, the Owners of three-fourths (3/4) of the Lots may by a written instrument signed by all of such Persons, vacate, amend or modify all or any part of these Declarations. Any such amendment must be filed of record in the land records of Oklahoma County, State of Oklahoma to be effective.

ARTICLE XVII - SEVERABILITY

Invalidation of any provision of these Declarations by a court, tribunal or federal or state municipal authority shall in no way affect or invalidate any other provision of these Declarations, all of which shall remain in full force and effect.

Anything in Article XVII of these Declarations to the contrary notwithstanding Declarant hereby reserves and is granted the right and power to record a special amendment to these Declarations at any time and from time to time which amends these Declarations (I) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Department of Veteran's Affairs, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Lots or improvements thereon. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute, and record special amendments in accordance with this Article XVII. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an Owner or first mortgagee in order to induce

any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot.

ARTICLE XVIII – DISPUTE RESOLUTION

Prior to the Association or any Member commencing any judicial or administrative proceeding to which Declarant is a party and which arises out of an alleged defect at Addington Farms or any improvement constructed upon Addington Farms, Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of Addington Farms, including any improvement as to which a defect is alleged. Any such access, inspection, correction, or redesign shall occur only in the sole discretion of the Declarant.

Prior to the Association or any Member bringing any judicial or administrative proceeding under the Documents or for a claim against the Declarant or Association, such Person making a claim shall undergo formal mediation with the other party in a good faith effort toward resolution of the dispute. In the event good faith negotiations fail to resolve the dispute, the Person shall thereafter be entitled to sue in Oklahoma County District Court. Each Party shall bear its own costs of any mediation, including attorneys' fees, and each Party shall share equally all charges rendered by any mediator. Each Owner shall comply strictly with the Documents, including any rules, regulations, and resolutions of the Association. Failure to so comply shall be grounds for the taking of such actions elsewhere provided for in the Documents, including but not limited to the institution of legal proceedings in an action at law and/or in equity. Should the Declarant or Association engage legal counsel for representation of any claims brought against either, all costs associated with such engagement, including litigation costs and expenses shall be recovered from the other party, which may be a Specific Assessment if the other party is a Member, and all such expenses may be reimbursed from the Members through a Special Assessment. No delay, failure, or omission on the part of the Declarant or Association in exercising any right, power, or remedy provided in these Documents shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, and shall act as no bar to enforcement.

[Signature page to follow]

IN WITNESS WHEREOF, DECLARANT has set its hand this on the date above written.

COFFEE CREEK AND PENN, LLC

Signed: *Richard G Foster*

Printed name: Richard G Foster

As it Manager on behalf of the entity, and NOT in any individual or personal capacity

ACKNOWLEDGMENT

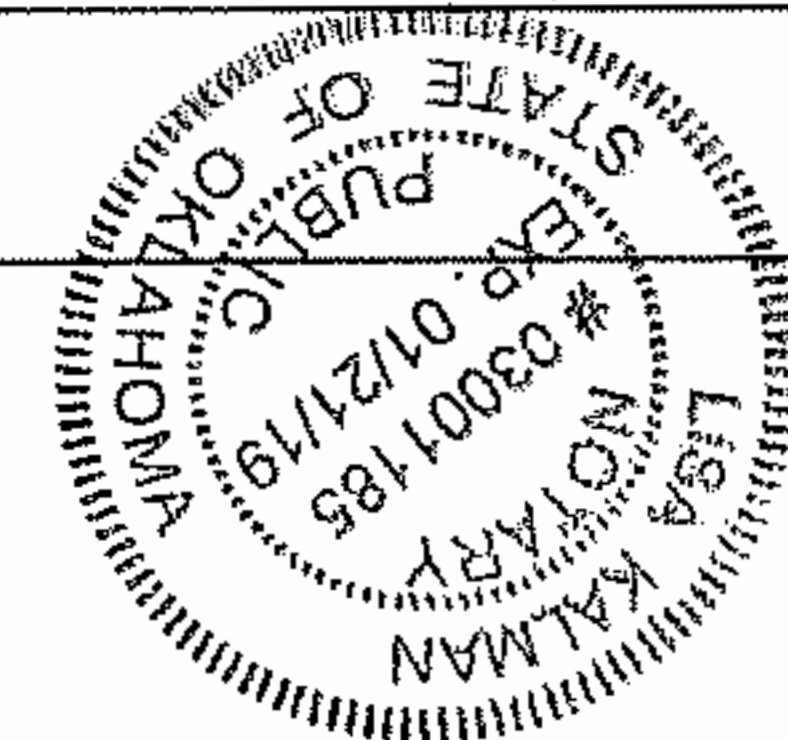
Before me, the undersigned Notary Public in and for said County and State, on the date above written, personally appeared, to me known to be the identical person who subscribed the name of the maker hereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Seal: Notary Public: *Lisa Kalmann*

My Commission Expires: 1-21-19

My Commission No: _____



LEGAL DESCRIPTION

Exhibit A

A tract of land situate, within the Southeast Quarter (SE/4) of Section Seven (7), Township fourteen North (T14N), Range Three West (R3W), of the Indian Meridian (I.M.), Oklahoma County, Oklahoma; being more particularly described as follows:

COMMENCING at the Southeast corner of said SE/4; thence

N89°14'44"^HW along the South line of said SE/4 a distance of 750.00 feet to the POINT OF

BEGINNING; thence continuing

N89°14'44"W a distance of 1883.48 feet to the Southwest corner of said SE/4; thence

N00°16'04"^HW along the West line of said SE/4 a distance of 1356.89 feet; thence S51°

54'52"E a distance of 525.16 feet; thence

N00°45'16"E a distance of 41.79 feet; thence

S89°14'44"E a distance of 60.00 feet; thence

S44°14'44"E a distance of 35.36 feet; thence

S89°14'44"E a distance of 178.73 feet; thence

N00°45'16"E a distance of 250.00 feet; thence

N79°04'04"E a distance of 197.47 feet; thence

S89°14'44"E a distance of 776.23 feet; thence

S18°51'26"E a distance of 368.03 feet; thence

S44°42'35"^HE a distance of 364.54 feet; thence

N45°17'25"E a distance of 40.19 feet; thence

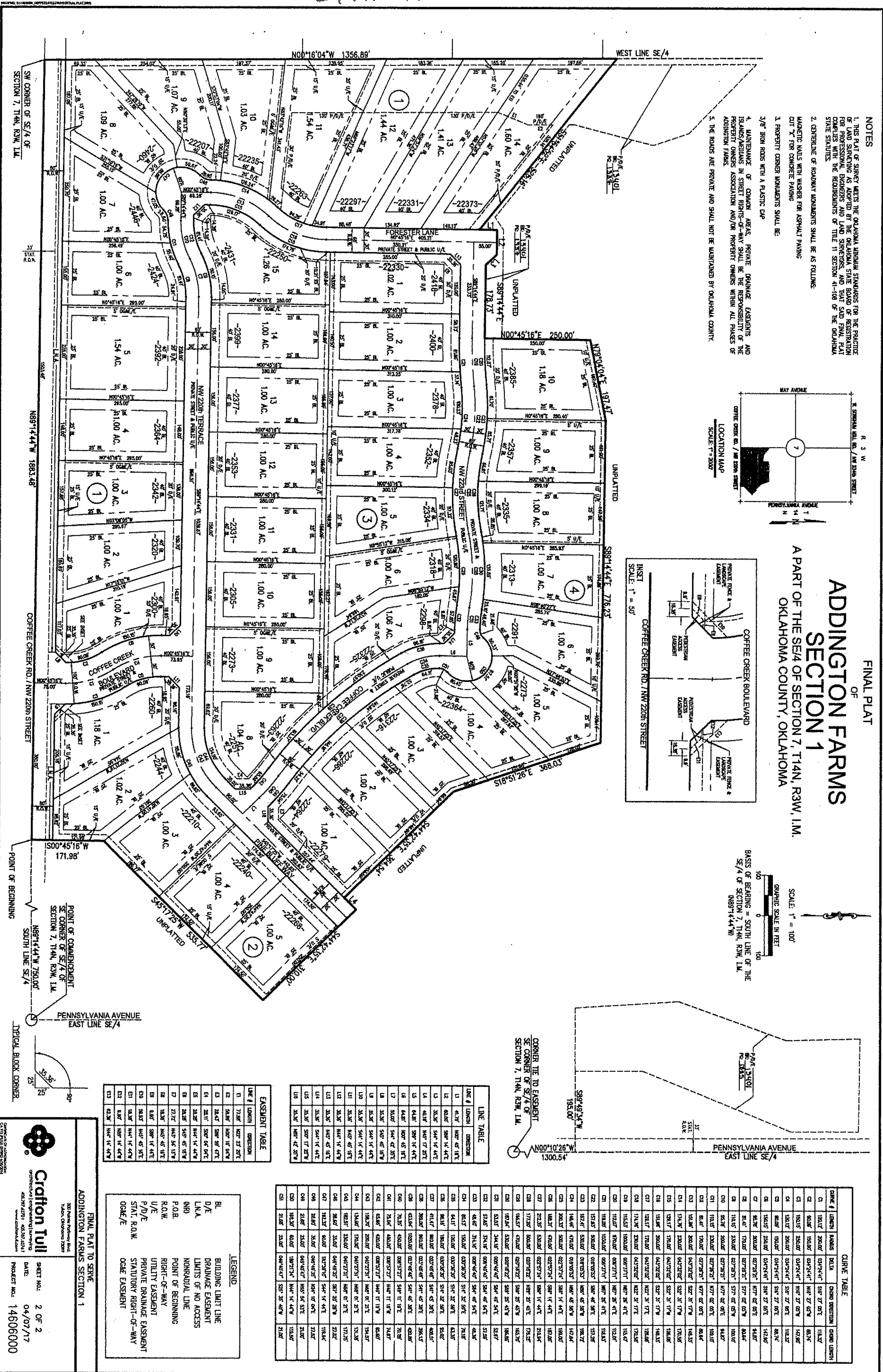
S44°42'35"E a distance of 310.00 feet; thence

S45°11'25"^HW a distance of 535.77 feet; thence

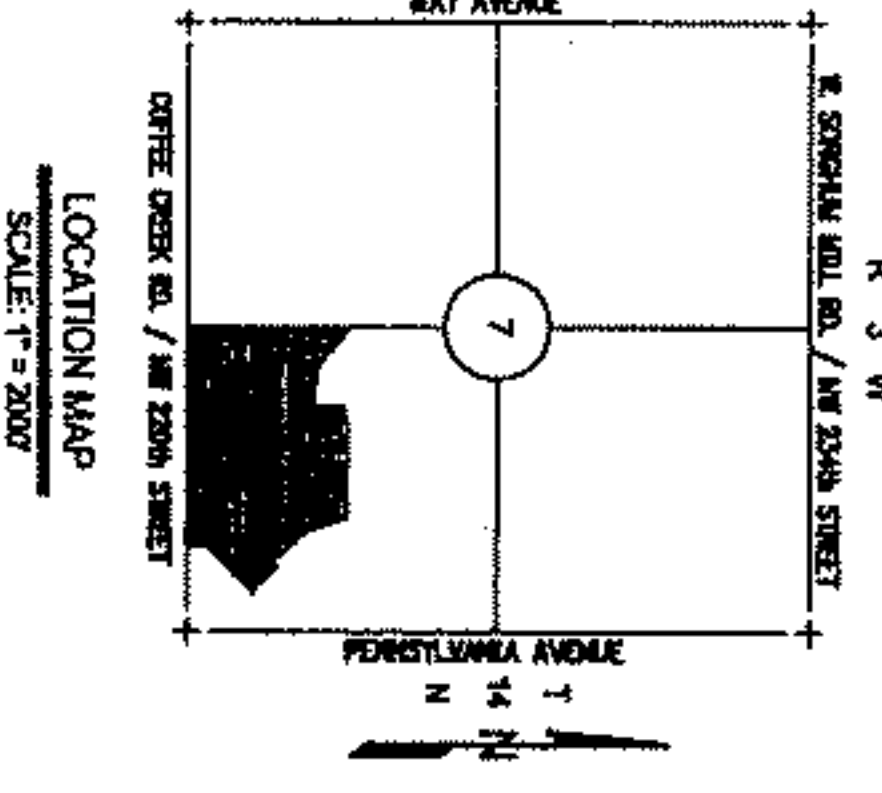
S00°45'16"^DW a distance of 171.98 feet to the POINT OF BEGINNING. Said

tract contains 2,466,206 Square Feet or 56.616 Acres more or less.

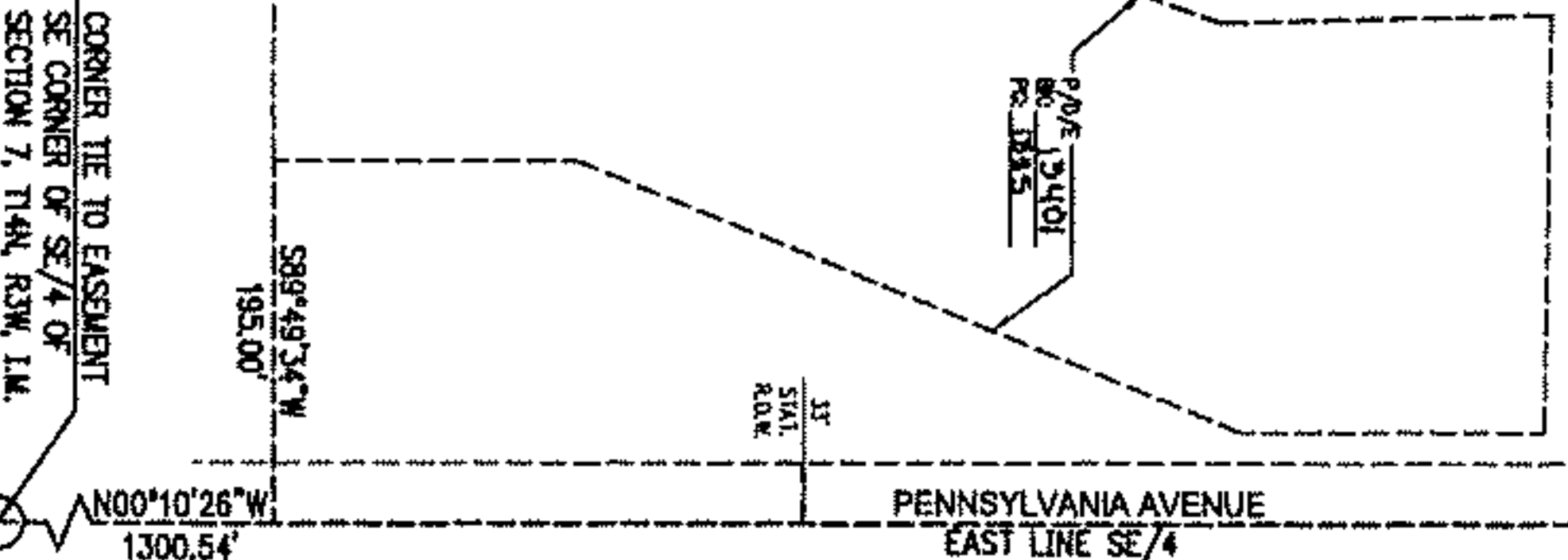
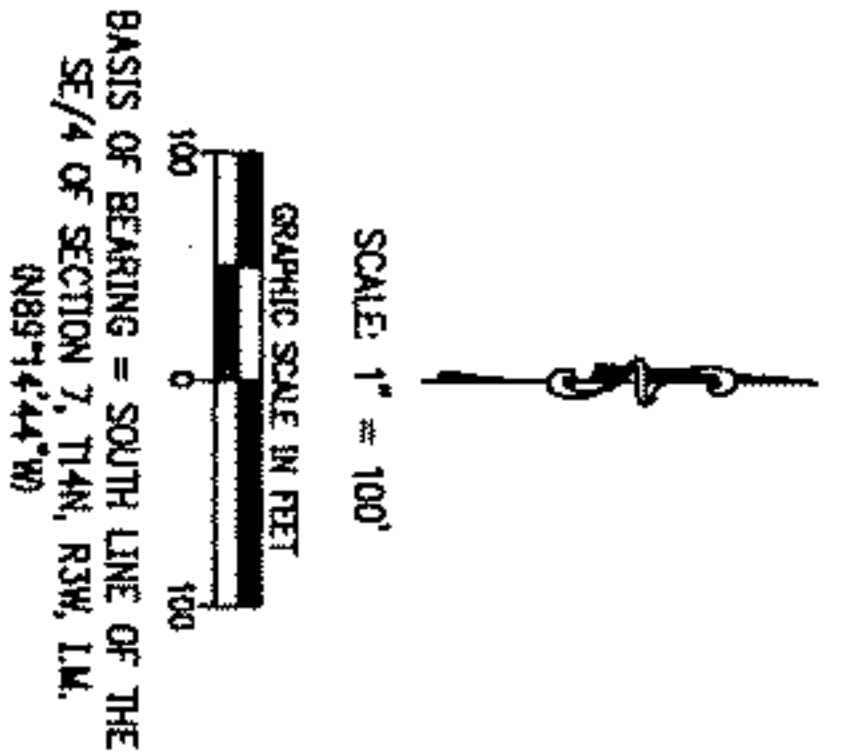
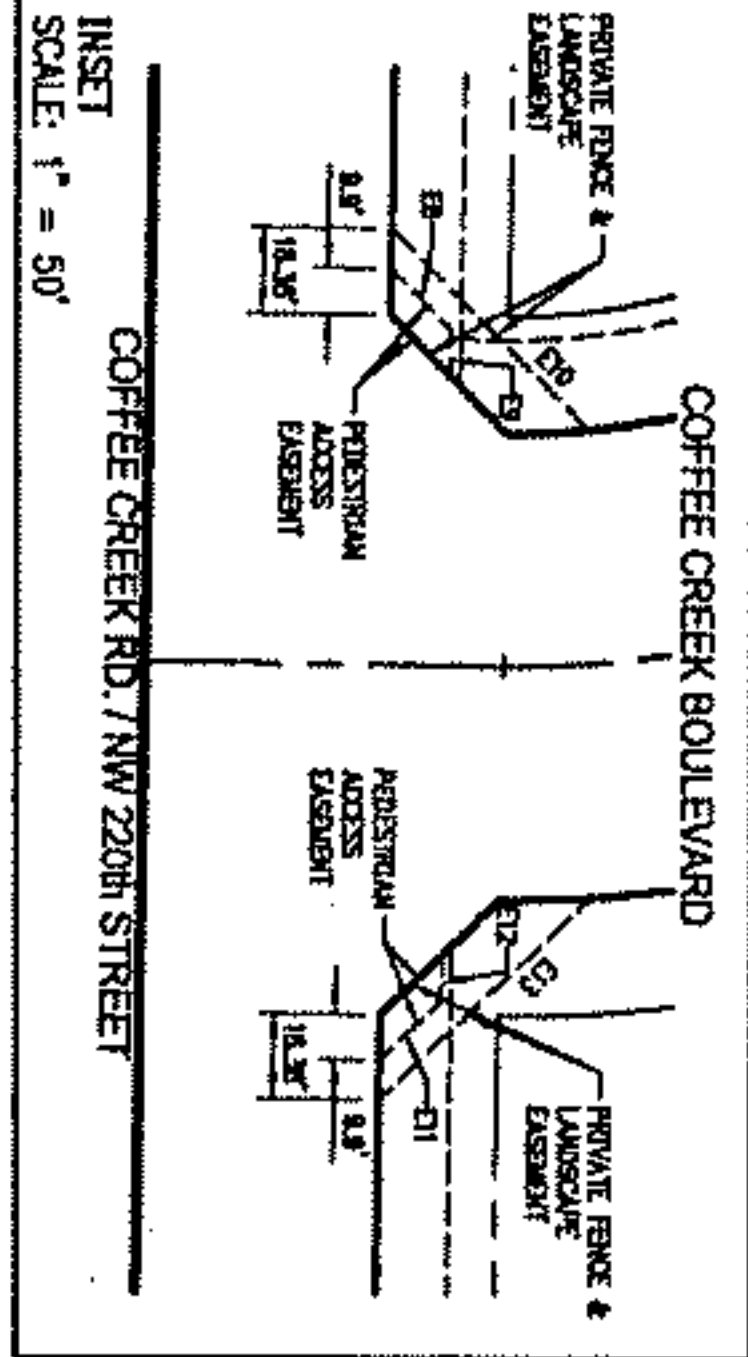
EXHIBIT B



- NOTES**
- THIS PLAT OF SURVEY MEETS THE OREGONIAN MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OREGONIAN STATE BOARD OF REGISTRATION OF PROFESSIONAL LAND SURVEYORS AND THE OREGONIAN BOARD OF PROFESSIONAL LAND SURVEYORS WITH THE REQUIREMENTS OF TITLE 11, SECTION 11-100 OF THE OREGONIAN STATE STATUTES.
 - CONTIGUOUS ROADWAY MONUMENTS SHALL BE AS FOLLOWS:
MAGNETIC METERS WITH WISPER FOR ASPHALT PAVING
CUT 'X' FOR CONCRETE PAVING
 - PROPERTY CORNER MONUMENTS SHALL BE:
3/4" IRON RODS WITH A PLASTIC CAP
 - MAINTENANCE OF COMMON AREAS, PRIVATE DRAINAGE EASEMENTS AND ISLANDS/ADJUVANS IN STREET RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION AND/OR PROPERTY OWNERS WITHIN ALL PHASES OF ADDINGTON FARMS.
 - THE ROADS ARE PRIVATE AND SHALL NOT BE MAINTAINED BY OREGONIAN COUNTY.



FINAL PLAT
OF
ADDINGTON FARMS
SECTION 1
A PART OF THE SE/4 OF SECTION 7, T14N, R3W, 1.M.
OKLAHOMA COUNTY, OKLAHOMA



LINE TABLE

LINE #	LENGTH	DIRECTION
L1	41.22'	N89°14'44"W
L2	35.87'	N89°14'44"W
L3	35.87'	N89°14'44"W
L4	41.22'	N89°14'44"W
L5	41.22'	N89°14'44"W
L6	35.87'	N89°14'44"W
L7	35.87'	N89°14'44"W
L8	35.87'	N89°14'44"W
L9	35.87'	N89°14'44"W
L10	35.87'	N89°14'44"W
L11	35.87'	N89°14'44"W
L12	35.87'	N89°14'44"W
L13	35.87'	N89°14'44"W
L14	35.87'	N89°14'44"W
L15	35.87'	N89°14'44"W
L16	35.87'	N89°14'44"W
L17	35.87'	N89°14'44"W
L18	35.87'	N89°14'44"W
L19	35.87'	N89°14'44"W
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L30	35.87'	N89°14'44"W
L31	35.87'	N89°14'44"W
L32	35.87'	N89°14'44"W
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L35	35.87'	N89°14'44"W
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L42	35.87'	N89°14'44"W
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L73	35.87'	N89°14'44"W
L74	35.87'	N89°14'44"W
L75	35.87'	N89°14'44"W
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L97	35.87'	N89°14'44"W
L98	35.87'	N89°14'44"W
L99	35.87'	N89°14'44"W
L100	35.87'	N89°14'44"W

EASEMENT TABLE

LINE #	LENGTH	DIRECTION
E1	71.25'	N89°14'44"W
E2	35.87'	N89°14'44"W
E3	35.87'	N89°14'44"W
E4	35.87'	N89°14'44"W
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E100	35.87'	N89°14'44"W

LEGEND

BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
L.N.A.	LIMITS OF NO ACCESS
NRD	NON-RESIDENTIAL LINE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
P/D/E	PRIVATE DRAINAGE EASEMENT
STAT. R.O.W.	STATORIAL RIGHT-OF-WAY
OR/E/A	ORANGE EASEMENT

Crafton Tull
CRAFTON TULL ASSOCIATES, P.C.
2500 NE UNIVERSITY BLVD
SUITE 2000
DALLAS, TEXAS 75246
469.297.2331 469.297.2333
www.craftontull.com

FINAL PLAT TO SERVE
ADDINGTON FARMS SECTION 1

SHEET NO. 2 OF 2
DATE: 04/07/17
PROJECT NO. 14606000



Exhibit "C"

Design Guidelines (if not attached hereto, then Declarant may establish at Declarant's sole discretion).

