



**NOTICE OF ANNEXATION
OF
ADDINGTON FARMS II SECTION 2**

ADDINGTON FARMS DEVELOPMENT, LLC, an Oklahoma limited liability company (herein "AFD") purchased the real property and Declarant Rights of Coffee Creek and Penn, LLC., an Oklahoma limited liability company, the Declarant in the Declaration of Covenants, Conditions and Restrictions for Addington Farms I, Phase 1, an Addition to Oklahoma County, Oklahoma (the "Original Declaration") filed for record on July 18, 2017, in Book 13491 at Page 1008, the First Amendment to the Original Declaration made effective as of January 1, 2019, and filed for record on March 1, 2019 in Book 13961 at Page 494, the Second Amendment to the Original Declaration made effective as of January 1, 2019, and filed for record in Book 14161 at Page 1113, the Third Amendment to the Original Declaration made effective January 1, 2020 and filed for record in Book 14230 at Page 1938, and the Fourth Amendment to the Original Declaration made effective October 1, 2021 and filed for record in Book 14947 at Page 313 in the office of the County Clerk of Oklahoma County State of Oklahoma. This Notice of Annexation and submission of Addington Farms II Section 2 to the Original Declaration, as amended, ("the Annexation") referred to above, is made effective as of the 15th day of July, 2022, by AFD as the Declarant in this document.

Declarant is the owner of the real property described in Exhibit A of the Declaration referred to as (the "Property"). The Property has been subdivided and platted into Addington Farms II Section 2, a part of the S.E. $\frac{1}{4}$ of Section 7 Township 14 North Range 3 West of the Indian Meridian, an addition to Oklahoma County, Oklahoma, according to the recorded plat in Book 81 Page 81, thereof referred to herein as (the "Subdivision"). This **Supplemental Declaration**, Annexation and submission of the Subdivision is being made pursuant to **ARTICLE II Staged Development Sections 2: Expansion by Declarant**, and **Section 3: Additional Covenants and Easements**, page 7 of 26. This Supplemental Declaration and Notice of Annexation imposes upon the Subdivision, the mutually beneficial Covenants, Conditions and Restrictions set forth in the Original Declaration as amended and modified in this Supplemental Declaration and Notice of Annexation under a general plan of improvement for the benefit of the owners of the Subdivision and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property. An integral part of the development plan is the creation of the Addington Farms Homeowners Association, Inc. (the "Association"), an association comprised of all Lot Owners in the Subdivision. Addington Farms and subsequent phases of development of the Property shall be annexed into the Association by the Notice of Annexation and imposition of the Original Declaration, as may be amended from time to time, on each additional phase of development for the purposes stated in the Original Declaration and set forth herein.

**ANNEXATION AND SUBMISSION OF THE SUBDIVISION
TO
THE ORIGINAL DECLARATION AS AMENDED HEREIN**

1.1. Annexation and Submission. Declarant hereby declares that the Subdivision described on Exhibit "A" attached hereto shall be held, sold, used, and conveyed subject to the provisions of the Original Declaration referred to above, the Amendments contained in this Supplemental Declaration, the Notice of Annexation and any subsequent amendments thereto, which are incorporated herein by reference and made a part hereof as if specifically set out and as supplemented, modified or amended in this Document and previous or future Amendments collectively referred to as the "Declaration". In the event there are any inconsistencies or conflicts between the provisions of the Original Declaration and this Supplemental Declaration and Notice of Annexation, the provisions of this Supplemental Declaration and Notice of Annexation shall control. This Declaration shall run with the title to the Property. The Declaration shall be binding

on and shall inure to the benefit of all parties having any right, title, or interest in the Addition. Declarant intends to further subdivide the Property into additional phases of Addington Farms as provided herein and in the Original Declaration and impose the same on the Subdivision and future phases to be subdivided from the Property described in Exhibit "A", thereby making the Owners of the Lots, Members of the Association.

1.2. Duration. Unless terminated as provided, this Supplemental Declaration and Notice of Annexation shall have perpetual duration. Unless otherwise provided by Oklahoma law, in which case such law shall control, the Declaration may not be terminated within 20 years of the date of recording without the consent of all Owners. After 20 years from the date of recording, this Declaration may be terminated only by an instrument in writing, signed by a majority of the then Owners and recorded in the Official Records, which specifies the termination of this Declaration.

1.3. Governing Documents. This Supplemental Declaration, Notice of Annexation and the Original Declaration, together with the Bylaws of the Association and the Certificate of Incorporation of the Association, Inc., (collectively, the "Governing Documents") shall be the documents pursuant to which the Property and the Association is operated. The Governing Documents may be supplemented by Use Restrictions and Rules, and Regulations by the Board of Directors.

NOW, THEREFORE, Declarant does hereby declare that the Property shall be held, transferred, sold, conveyed, occupied and enjoyed subject to this Declaration.

ARTICLE I

Amendment, Duration and Annexation

SECTION 1.1. AMENDMENT. After the last Lot in the Property has been sold by the Declarant and except as otherwise provided by law, this Declaration may be amended at any time by a document signed by the Secretary of the Association certifying that a majority of the votes cast have voted in favor of such amendment. Such document shall set forth the amendments to this Declaration and be recorded with the County Clerk of Oklahoma County, Oklahoma. Without joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under this Declaration.

SECTION 1.2. DURATION. This Declaration shall remain in full force and effect for a period of twenty-five (25) years from the date of recording hereof, and shall be extended automatically for successive ten (10) year periods unless amended or terminated as hereafter provided.

SECTION 1.3. ANNEXATION. Subject to the provisions of this Declaration by Declarant without the consent of the Members, the Declarant may from time to time file of record a Notice of Annexation. The annexation of additional land shall be effective on filing of record an annexation document with the County Clerk of Oklahoma County, Oklahoma. Upon the filing of such a Notice of Annexation, additional properties platted into residential lots, containing streets and utilities for public use, additional Common Area, and recreational facilities, such as a swimming pool and other recreational facilities which the Declarant determines will enhance the value, desirability and attractiveness of Addington Farms Addition and usefulness and enjoyment of the Common Area by members of the Association, will become annexed to and a part of Addington Farms Addition. Every person who becomes a fee Owner of lot in the annexed property by acceptance of a deed to the lot therein shall constitute acceptance of membership in the Association as of the date of Annexation, or as of the date of recording of the deed, whichever occurs last. The owners of lots in annexed properties and owners of lots in the original platted subdivision will bear all the cost of maintenance of Common Area and recreational facilities, in the same manner as if the annexed properties were a part of the original plat of Addington Farms Addition. The Association shall through assessments bear all cost for maintenance of the additional Common Area and recreational facilities on the same basis as the Association bears all cost for maintenance of the Common Area within Addington Farms Addition and the annexed

property.

ARTICLE II

Miscellaneous

SECTION 2.1. HOLD HARMLESS AND INDEMNIFY FOR USE OF COMMON AREA, LAKES, SWIMMING POOLS AND APPURTENANT STRUCTURES, PLAYGROUNDS, AND RECREATIONAL FACILITIES. Residents agree to hold Declarant and the Association harmless and shall indemnify the Declarant and Association from any damage, loss, injury, detriment or liability of any type from the use of the Common Area, lakes, swimming pool and appurtenant structures, playground, and recreational facilities and equipment, if any.

SECTION 2.2. SEVERABILITY. In the event of the invalidity, partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of this Declaration shall remain in full force and effect.

SECTION 2.3. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons, corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 2.4. ARTICLES AND SECTIONS. Article and section headings in this Declaration are for convenience of reference and shall not affect the construction or interpretation of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

SECTION 2.5. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation hereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation at any later time.

SECTION 2.6. LIMITATION OF LIABILITY. Notwithstanding anything provided herein to the contrary, neither the Declarant, the Architectural Review Committee, the Association nor any agent, employee, representative, Member, officer or director thereof shall have any liability of any nature whatsoever for any damage, loss, detriment, or prejudice suffered, claimed, paid or incurred by any Owner on account of: (a) any defects in any Plans submitted, reviewed or approved in accordance with the provisions of this Declaration; (b) any defects, structural or otherwise, in any work done according to such Plans; (c) the failure to approve or the disapproval of any Plans, drawings or other data submitted by an Owner for approval pursuant to the provisions of this Declaration; (d) the construction or performance of any work related to such Plans and drawings; (e) bodily injuries (including death) to any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or occupant, or other damage to any Residential Dwelling, improvements or the personal property of any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or occupant, which may be caused by, or arise as result of, any defect, structural or otherwise, in any Residential Dwelling or improvements or the Plans thereof or any past, present or future soil and/or subsurface conditions, known or unknown, or which could have been discovered; and (f) any other loss, claim, damage, liability or expense, including court costs and attorneys' fees suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot, Residential Dwelling or any other improvements situated thereon.

SECTION 2.7. ENFORCEABILITY. This Declaration shall run with the Subdivision and shall be binding on and inure to the benefit of and be enforceable by Declarant or the Board in the name of Association, their respective legal representatives, successors and assigns, on behalf of

the Owners or any aggrieved Owner. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of this Declaration, the Rules and Regulations adopted by the Association or the Architectural Guidelines adopted by the Architectural Review Committee pursuant to any authority conferred on either of them by this Declaration and the Board or Architectural Review Committee, as applicable, shall be entitled to reimbursement of actual attorneys' fees and other reasonable costs incurred in the prosecution of such action. Such fines, fees and costs may, at the Board's option, be added to the Owner's Annual Maintenance Account and collected in the manner provided in Article V of this Declaration.

SECTION 2.8. REMEDIES. In the event anyone or more Persons violate any provision of this Declaration, the Declarant, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or to recover monetary damages caused by such violation. On the violation of any of the provisions of this Declaration by any Owner, in addition to all other rights and remedies available at law, in equity or otherwise, the Association, acting through the Board, shall have the right to suspend the right of such Owner to vote at any regular or special meeting during the period of the violation and to deny access to any of the Common Areas and Amenities, including, but not limited to, the swimming pool.

SECTION 2.9. ATTORNEY'S FEES AND COSTS. If Declarant is required to bring any legal action or consult with legal counsel concerning the enforcement, defense, or violation the Declaration shall be entitled to the costs of the action including a reasonable attorney's fee. Any owner of a lot who is required to bring any legal action or consult with legal counsel concerning the enforcement of violation of the Declaration shall be entitled to the costs of the action including a reasonable attorney's fee.

ARTICLE III

Association

SECTION 3.1. MASTER ASSOCIATION. Addington Farms Homeowners Association, Inc. is an Oklahoma non-profit corporation organized for the purpose of providing for the maintenance and preservation of all of the properties within the Subdivision.

Signatures appear on the following page.

IN WITNESS WHEREOF, the undersigned, has executed this Declaration on this 19th day of July, 2022, to become effective on recording in the office of the County Clerk of Oklahoma County, Oklahoma.

ADDINGTON FARMS DECELOPMENT, LLC, an Oklahoma limited liability company

By: Jonathan Horn
Jonathan Horn, Manager

STATE OF OKLAHOMA
COUNTY OF CLEVELAND SS:

The foregoing instrument was acknowledged before me this 19th day of July 2021, by Jonathan Horn, Manager of ADDINGTON FARMS DEVELOPMENT, LLO.

Commission Number 16011406

Lucinda L Zapp
Notary Public

My Commission Expires 12/08/24



EXHIBIT "A"

Legal Description

Addington Farms II, Section 2, a part of the SE/4 of Section 7, T14N, R3W, I.M., Oklahoma County, Oklahoma, according to the recorded plat thereof.

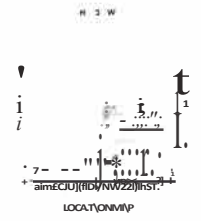
EXHIBIT "B"

Final Plat of Addington Farms II Section 2

OWNER'S CERTIFICATE OF PLEDGEMENT

1. I, the undersigned, do hereby certify that the above described property is the property of the undersigned and that the same is being offered for sale to the public by public auction at the place and time hereinafter specified.

FINAL PLAT OF ADDINGTON FARMS II, SECTION 2 APART OF THE SE/4 OF SECTION 7, T44N, R14W, J.M. OKLAHOMA COUNTY, OKLAHOMA



LEGAL DESCRIPTION

1. The above described property is the SE/4 of Section 7, Township 44 North, Range 14 West, Meridian 1, Oklahoma County, Oklahoma.

DEPARTMENT OF ENVIRONMENTAL QUALITY

APPROVED

OWNER'S CERTIFICATE

1. I, the undersigned, do hereby certify that the above described property is the property of the undersigned and that the same is being offered for sale to the public by public auction at the place and time hereinafter specified.

CHICAGO TITLE OKLAHOMA CO.

1. I, the undersigned, do hereby certify that the above described property is the property of the undersigned and that the same is being offered for sale to the public by public auction at the place and time hereinafter specified.

COMMITMENTS APPROVAL

1. I, the undersigned, do hereby certify that the above described property is the property of the undersigned and that the same is being offered for sale to the public by public auction at the place and time hereinafter specified.

COUNTY PLANNING COMMISSION APPROVAL

1. I, the undersigned, do hereby certify that the above described property is the property of the undersigned and that the same is being offered for sale to the public by public auction at the place and time hereinafter specified.

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Final plat information for Addington Farms II, Section 2, including the name of the surveyor, Crofton Tull, and the date of the survey, 03/15/22.

