

POST ROAD

1-2022-003779 Book 3133 Pg 277
04/05/2022 12:13pm Pg 0277-0288
Fee: \$40.00 Doc: \$0.00
Troy Cole - Logan County Clerk
State of OK



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DECLARATION OF CONDITIONS, RESTRICTIONS,
AND PROTECTIVE CONVENANTS,
FOR ROAD MAINTENCE ASSESSMENT AND
LITTLE FARMS HOME OWNER ASSOCIATION

This Declaration is made this 25 day of March, 2022 by the undersigned for the purpose of providing an orderly development of the hereinafter described property and for the purpose of providing adequate restrictive covenants and by-laws for the benefit of the Declarant and its successors in title to the property.

The property which is the subject of the Declaration (the "Property") is described more particularly within Exhibit "A" attached hereto. The Declarant is the sole owner of the Property. The Declarant desires to subject the Property, and the Lots located therein that are separately identified and described within Exhibit "A" attached hereto (the "Lots"), to this Declaration.

The conditions, restrictions, and covenants set forth herein shall run with the Property and shall be binding on all successors in title, and any person, corporation, trust, partnership, or other legal entity whatsoever, or who may hereafter own an interest in the Property, or any part thereof, either directly or indirectly, through subsequent transfers, or in any manner whatsoever, by operation of law or otherwise, and shall inure to the benefit of each owner thereof.

Therefore, the Declarant does hereby impose the following conditions, restrictions, and covenants on the Property, and does hereby declare that the Property shall be held, sold and conveyed subject to such covenants, conditions and restrictions.

A. USE OF LAND:

All Lots shall be used for a single-family residential purpose. Only one single-family dwelling shall be constructed upon any lot. Such buildings shall be used for single-family residential purposes. No professional office, business, trade or commercial activity or any sort shall be maintained or operated in the Subdivision. This includes any and all marijuana grow facilities, marijuana processing plants, or any and all type of business associated with the marijuana industry.

B. SIZE, MATERIAL, OUTBUILDINGS and MANUFACTURED HOUSING:

1. Size: Residences on all Lots shall be a minimum of 1800 square feet. In computing the required square footage of a residence, it is to be figured exclusive of open porches, basement and garages.
2. Outbuildings: The front façade of any outbuildings, accessory buildings, or storage buildings must be constructed behind the front faced of the residence.
3. No Manufactured Housing: Under no conditions shall a manufactured

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residence be permitted.

4. Construction Period: Upon commencement of excavation for construction of a residence or other building on any Lot, the work must be continuous, weather permitting, until the residence or building is completed. No delay in the course of construction within a period of twelve (12) months from the start of construction to completion shall be permitted. All construction of a residence or building shall be completed within twelve (12) months from the commencement of the construction.

5. Fencing: No privacy fencing shall be erected in front of the front façade of the residence.

C. SETBACK OF BUILDING STRUCTURES FROM STREET AND SIDE LOT LINES:

No residence or building shall be located on any Lot nearer to the front lot line than 35 feet, nor closer than 35 feet to the rear lot line. No residence or building shall be located nearer than 35 feet to a side lot line.

D. LOT SPLITTING and RE-SUBDIVING:

No lot splitting or re-subdividing is permitted with any Lot.

E. GENERAL:

1. Under no conditions shall a motorhome, accessory building, travel trailer, or any recreational vehicle of any type be occupied, temporarily or permanently, as a residence, unless the area it is located is surrounded by a privacy fence not less than six (6) feet in height. The motorhome, accessory building, or travel trailer shall only be placed behind the rear façade of the residence.

2. All boat trailers, tractors, recreational vehicles, motor residences, equipment, unusable vehicles, and any and all machinery shall be stored behind the rear façade of the residence.

3. Any and all animals shall be restricted to the homeowner's property by way of fencing or other type of reasonable restrictive device. The purpose of this covenant is to ensure that no domesticated animal is allowed to be loose and run free.

4. Each Lot owner is responsible for the proper disposal of garbage, trash and other refuse. No trash or refuse may be thrown or dumped on any Lot. Each owner of a Lot shall be required to keep their lot in presentable condition. Owners may not store, collect or accumulate on any Lot refuse, debris, lumber, or other building materials or any non-functional equipment, tools or furniture. Furthermore, dilapidated or abandoned motor vehicles will not be allowed. All refuse, debris, lumber or other building materials or any non-functional equipment, tools or furniture located on any Lot shall be removed by the owners



of such Lot within two (2) weeks of its disposal on said Lot.

5. The raising of poultry for commercial purposes is herewith expressly prohibited; however, poultry to be used for domestic purposes shall be permitted. Poultry shall be required to be maintained in proper poultry structures such as a chicken coop.

6. No garage or outbuilding tent, shack, or temporary structure on any Lot shall be used as living quarters or sleeping accommodations.

7. No substance or thing shall be kept upon any lot that emits foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity or the other Lot owners.

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

F. DEDICATION OF UTILITY EASEMENTS:

1. The areas shown as easements are hereby dedicated to be used for the construction and maintenance of utility facilities above and beneath the surface of the ground, for the supplying of electric power and energy, telephone service, gas, water or other utility services by any person, firm or corporation engaged in supplying such services to the public. Said person, firm or corporation shall have access to such easements at any time for said purposes. Within these easements, no structures or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.

2. The owner of each Lot shall provide the required facilities to take and receive single phase electric service leading from the source of supply to any improvements erected on said lot by means of underground service conductors installed, owned and maintained by the owner of said lot in accordance with plans and specifications furnished by the supplier of electric service. No Lot owner shall demand or require the furnishing of electric service through or from overhead wiring facilities so long as electric service is available from an underground distribution system.

G. ROAD MAINTENCE ASSESSMENTS:

1. Each person by acceptance of a deed to a Lot, whether or not it shall be so expressed in said deed, is deemed to covenant and agree to pay an annual road maintenance assessment. Each Assessment shall be a personal obligation of the person at the time of such assessment.

2. Assessments levied shall be used exclusively for improvement and

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maintenance of roads.

3. There shall be an assessment beginning one (1) year from the date the Lot is deeded into the new owners name. Each improved and unimproved Lot shall be assessed in the amount of \$300.00 per year. The annual assessment may be increased from time to time.

4. In addition, each Lot and such Lot owner is and shall be subject to the certain By-laws of Little Farms Homeowners Association following thereafter amended, as applicable, with respect to the Little Farms Homeowners Association Declaration of Covenants, Conditions and Restriction's.

5. Irrespective of any specified from of notice contained within this Declaration, the By-laws, or rules, the Association may provide written notice by means of an electronic transmission, provided that the electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the lot owner, member, proxy holder, or other person to whom it is directed.

H. DURATION AND AMENDMENT:

All of the restrictions set forth herein shall continue and be binding upon the lot owners and upon their successors and assigns.

I. RIGHT TO ENFORCE:

1. The restrictions herein set forth shall run with the land and bind the present 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 said Lots, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and construction of improvements thereon.

2. The owner of any Lot shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the restrictions above set forth, and may recover necessary attorney's fees incident to said injunctions proceedings in addition to all legal action for damages for failure of any other owner of any lot to comply with any of the restrictions herein set forth.

3. An invalidation of any one of these covenants, conditions, reservations or restrictions herein contained, delay or omission of the part of any owners of Lots in exercising any rights, powers or remedies provided for herein, shall not be construed as a waiver thereof or acquiescence therein.

PURPOSES AND BY-LAWS OF THE ASSOCIATION

The purposes for which the Little Farms Homeowner Association (the Association), whether incorporated or otherwise, is hereby created and formed are hereinabove set forth as well as hereinafter described and shall be governed by the by-



laws, rules and regulations set forth herein or hereinafter adopted by the Board of Directors/Trustees of the Association.

1. Regular meetings. A regular meeting of the members shall be held by the Association at least once a year for the purpose of electing a Board of Directors/Trustees and transacting such other business as may come before the meeting. The date of the first meeting will be determined by the Declarant.

(a) Notice of regular meeting. Notice of each regular meeting of the members shall be given. Such notice must state the time and place of the meeting, and that the purpose thereof are the election of a Board of Directors/Trustees and the transaction of such other business as may come before the meeting, a copy thereof shall be mailed to each member of the Association; such notices shall be deposited in the post office with postage prepaid, at least 15 days prior to the time for holding such meeting.

(b) Special meetings. Except where otherwise prescribed by law or elsewhere in these restrictions and covenants, a special meeting of the members may be called at any time by the President, or by the Board of Directors/Trustees or by members of the Association having not less than ten votes.

(c) Notice of special meetings. Notice of each special meeting of the members shall be given. Such notices must state the time and place of the meeting, and the business to be transacted at the meeting; a copy thereof shall be mailed to each member of the Association; such notice shall be deposited in the post office with postage prepaid at least 10 days prior to the time for holding such meeting.

(d) Place of meeting. All meetings shall be held in Logan County, Oklahoma, preferably within the addition.

2. Number. The Association powers, business and property, both real and personal, shall be exercised, conducted and controlled by a Board of Directors/Trustees of three (3) members. The Board of Directors may also be known as a Board of Trustees and the use of directors and/or trustees shall be synonymous.

(a) Election. The trustees or directors shall be elected annually at the regular annual meeting of the members from the membership of the Association,



commencing the same year the Declarant appoints the initial Board of Directors from the membership of the Association. The initial directors, upon the commencement of the Association, shall be appointed by the Declarant. The individuals who own interests in the Declarant shall be eligible for this office.

(b) Vacancies. Vacancies in the Board of Directors shall be filled by the other directors in office; and such persons shall hold office until the election of their successor by the members.

Any director who ceases to be a member or who breaches or becomes in default of any contract or agreement with the Association, or who as an owner of property and/or a residence breaches becomes in default of this Declaration, shall cease to be a member of the board as soon as a majority of the board passes a resolution to such effect. The vacancy caused thereby shall be filled by the directors.

(c) First meeting of directors or trustees. Immediately after each election of directors the newly elected directors shall hold a regular meeting and shall elect a president, a vice president, and a secretary and treasurer, and transact any other business deemed necessary.

(d) Regular meetings of trustees. In addition to the special meetings mentioned, a regular meeting of the board of directors or trustees shall be held in Logan County, Oklahoma at such time and place as the board may direct, but not less than every six months.

(e) Special Meetings. A special meeting of the board of directors shall be held whenever called by the president or by the majority of the directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the same, addressed and delivered to the secretary, and shall state the time and place of the meeting.

(f) Notice of regular or special meetings. Notice of regular or special meetings shall be mailed to each director at least ten (10) days prior to the time set for the meeting unless specifically waived.

(g) Quorum. Two directors shall constitute a quorum of the board of all meetings and the affirmative vote of at least two directors shall be necessary to



pass any resolution or authorize any Association Act.

(h) Compensation. Each member of the board of directors shall receive no compensation but may by resolution be refunded any actual expenses incurred in the performance of the duties and obligations as such on behalf of the Association.

3. Powers of Directors or Trustees. The Directors/Trustees shall have the power:

(a) To call special meetings of the members when they deem it necessary, and they shall call a meeting any time upon the written request of ten (10) of the members of the Association.

(b) To appoint and remove at pleasure, all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require from them, if advisable, security for faithful service.

(c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds and the form of checks and the person and persons by whom same shall be signed, with the power to change such banks and the person or persons signing said checks and the forms thereof at will, provided all withdrawals shall require the signature of not less than two officers of the Association.

(d) To conduct, manage and control the affairs and business of the Association and to make rules and regulation for the guidance of the officers and management of its affairs.

(e) To control, maintain, manage and improve the drainage channels as well as the common private roads within the property as hereinbefore described, and to enforce all covenants contained herein and applicable to said addition for the maintenance, assessment and the collection as well as the enforcement of collection thereof against all persons and property liable therefore, as specifically provided in these covenants and restrictions.

4. Duties of Directors or Trustees. It shall be the duty of the board of directors or trustees:

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(a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in details the condition of the affairs of the Association.

(b) To determine the maintenance assessment or assessments, to collect same as well as enforce legal proceedings if necessary, the collection of the same against all person or property liable, therefore.

(c) To control, maintain, manage, and improve as determined reasonable and necessary for the preservation, upkeep as well as the natural protection and convenience of all members of the Association of the drainage channels and the common private roadways within said addition.

(d) To do all things necessary and incidental to keeping and carrying out the purposes, and affairs and interest of the Association.

5. The Officers. The officers of the Association shall be a president, vice president, secretary and treasurer, together with any other administration officers which the board of directors may see fit in its discretion to provide for by resolution entered upon its minutes.

6. The President. If at any time the president shall be unable to act, the vice president shall take his/her place and perform his/her duties; and if the vice president shall be unable to act, the board

(a) shall sign, as president on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors/Trustees.

(b) shall sign, as president on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors/Trustees.

(c) shall call the directors tighter whenever he/she deems it necessary, and subject to the majority vote of the directors, shall discharge such other duties as may be required of him/her by these by-laws or by the board.

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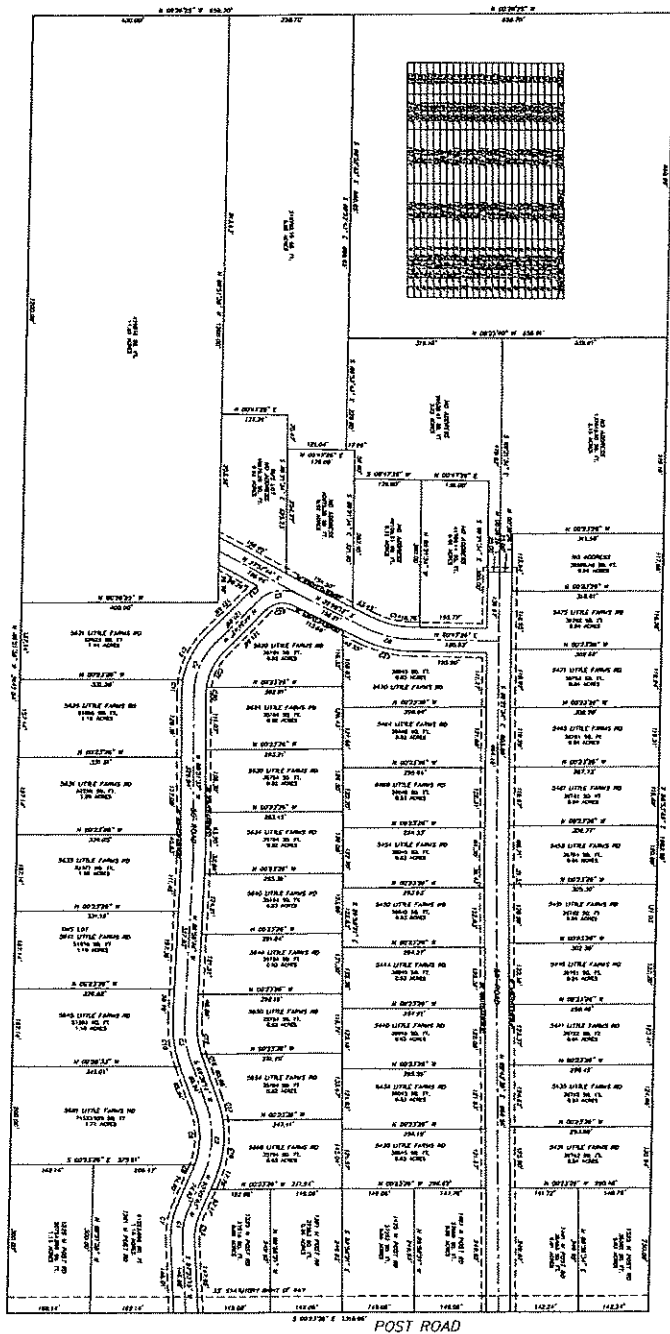
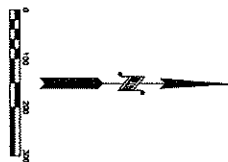


7. Secretary and Treasurer. It shall be the duty of the secretary and treasurer:
- (a) To keep record of the proceedings of the meeting of the board of directors and of the members.
 - (b) To affix his/her signature, together with any Association seal if one is adopted by the board of directors, in attestation of all record, contracts, and other papers requiring such seal and/or attestation.
 - (c) To keep a proper membership book, showing the name and addresses of each member of the Association, the number of votes of such member, the effective membership, cancellation, or transfer.
 - (d) To keep a record of all assessments, the name and address of the person(s) liable therefore, as well as a description of the real property against which such assessments constitute a lien, and all payments thereof or made thereon.
 - (e) To receive and deposit all funds of the Associations, to pay out funds as authorized by the Board of Directors and account for all receipts, disbursements and balance on hand.
 - (f) To furnish a bond in such form and in such amount as the board of directors may from time to time require, if any.
 - (g) To discharge such other duties as pertain to his/her, office or may be prescribed by the board of directors.
 - (h) To mail all notices of meeting as required by the by-laws.

In witness whereof, we have set our hand this 25 day of MARCH, 2022.



EXHIBIT "A"





OKLAHOMA SURVEY COMPANY

3121 E. SORGHUM MILL RD. EDMOND, OK 73034

(405) 821-5656

ryan@oklahomasurveycompany.com

PROJECT NUMBER: 3022 3/30/2022

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Fee: \$40.00 Doc: \$0.00

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LITTLE FARMS
OVERALL DESCRIPTION

A tract of land in being a part of the North Half (N/2) of the Southeast Quarter (SE/4) of Section One (1), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, more particularly described as follows:

BEGINNING at the Northeast corner of said Southeast Quarter (SE/4);

Thence S 00°23'26" E along the East line of said Southeast Quarter (SE/4) (Basis of Bearing), a distance of 1,319.05 feet to the Southeast corner of the North Half (N/2) of said Southeast Quarter (SE/4);

Thence N 88°51'38" W along the South line of the North Half (N/2) of said Southeast Quarter (SE/4), a distance of 1,442.84 feet;

Thence N 00°26'25" W a distance of 400.00 feet;

Thence N 88°51'38" W a distance of 1,200.00 feet to a point on the West line of said Southeast Quarter (SE/4);

Thence N 00°26'25" W along the West line of said Southeast Quarter (SE/4), a distance of 258.70 feet;

Thence S 88°52'43" E a distance of 660.85 feet;

Thence N 00°25'40" W a distance of 658.91 feet to a point on the North line of said Southeast Quarter (SE/4);

Thence S 88°53'49" E along the North line of said Southeast Quarter (SE/4), a distance of 1,982.96 feet to the POINT OF BEGINNING.

Said tract having an area of 2,568,268.19 Square Feet or 58.959 Acres, more or less.

Legal description prepared by Ryan R. Doudican, RPLS 1591, 3/30/2022.

**AMENDMENT TO DECLARATION OF CONDITIONS,
RESTRICTIONS, AND PROTECTIVE COVENANTS,
FOR ROAD
MAINTENANCE AND LITTLE FARMS HOME OWNER
ASSOCIATION
EXECUTED ON MARCH 25th, 2022 AND RECORDED IN
BOOK 3133
AT PAGE 277**

Little Farms,
An Unrecorded Subdivision in Logan County, Oklahoma

The property owners withing the Little Farms Subdivision hereby agree to amend Section C: Setback of Building Structures from Street and Side Lot Lines of the Declaration of Conditions, Restrictions, And Protective Covenants, For Road Maintenance and Little Farms Home Owner Association executed on March 25th, 2022 and recorded in Book 3133 at Page 277 attached to each of their deeds. Below is the original text of Section C followed by the agreed upon revision of Section C.

Original Text of Section C

No residence or building shall be located on any Lot nearer to the front lot line than 35 feet, nor closer than 35 feet to the rear lot line. No residence or building shall be located nearer than 35 feet to a side lot line.

Agreed Upon Revision of Section C

No residence or building shall be located on any Lot nearer to the front lot line than 35 feet, nor closer than 10 feet to the rear lot line. No residence or building shall be located nearer than 10 feet to a side lot line.

Pursuant to Title 11 Oklahoma Statutes Section 42-106(B), sixty percent (60%) of the lot owners subject to the Declaration of Conditions, Restrictions, And Protective Covenants, For Road Maintenance and Little Farms Home Owner Association have agreed to this Amendment as evidenced by the attached signatures.

Dated this 13 day of December, 2022.

60/10 (27)

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State of OK



Belinda Gail O'Neil Belinda Gail O'Neil

Brenda Gail O'Neil, Manager
C. Steward Construction, LLC

Tim Husky

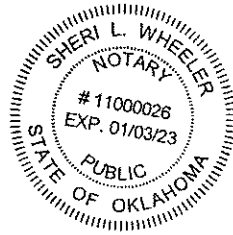
Tim Husky, Manager
T.P. Real Estate, LLC

Subscribed and sworn to before me this 13 day of
DECEMBER, 2022.

Notary
Expiration

Commission Number and

[Seal]



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**AMENDMENT TO DECLARATION OF CONDITIONS,
RESTRICTIONS, AND PROTECTIVE COVENANTS, FOR ROAD
MAINTENANCE AND LITTLE FARMS HOME OWNER ASSOCIATION
EXECUTED ON MARCH 25th, 2022 AND RECORDED IN BOOK 3133
AT PAGE 277**

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An Unrecorded Subdivision in Logan County, Oklahoma

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Agreed Upon Revision of Section C

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Dated this 13 day of DECEMBER, 2022.

Brenda Gail O'Niel, Manager
C. Steward Construction, LLC

Tim Husky, Manager
T.P. Real Estate, LLC



Subscribed and sworn to before me this 13 day of DECEMBER, 2022.

Notary

Commission Number and Expiration

[Seal]