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**DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
SOLIDAGO RANCH ESTATES**

THIS DECLARATION, made on the 17 day of April, 2015 by Solidago Development, LLC, an Oklahoma limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the owner of a certain tract of real property located in the City of Edmond, Oklahoma County, State of Oklahoma, which is more particularly described as set forth on *Exhibit A* attached hereto and incorporated herein.

WHEREAS, Declarant desires to create a private residential community which blends in with the natural terrain of the land;

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of such common facilities now existing or hereafter erected thereon; and, to this end, desires to subject the property to the covenants, restriction, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of such property and each owner thereof, and,

WHEREAS, Declarant has deemed it desirable, for foregoing purposes, to incorporate under the laws of the State of Oklahoma, as a not-for-profit corporation, Solidago Ranch Estates Homeowners Association, Inc., for the purpose of exercising the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created;

NOW THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, rights, powers and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and shall be binding on all parties having any right, title, or interest in the described real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns.

**ARTICLE I  
DEFINITIONS**

1.1 Definitions. The following words, when used in this Declaration or any amendment or restatement thereof (unless the context shall prohibit), shall have the following meanings:

"Architectural Review Committee" shall mean the committee created pursuant to Article 8 hereof.

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**"Architectural Review Rules"** shall mean the rules adopted by the Architectural Review Committee pursuant to Article 8 hereof.

**"Association"** shall mean Solidago Ranch Estates Homeowners Association, Inc., an Oklahoma not-for-profit corporation, its successors and assigns.

**"Board"** shall mean the Board of Directors of the Association.

**"By-Laws"** shall mean the By-Laws of the Association, as such By-Laws may be amended from time to time.

**"Certificate"** shall mean the Certificate of Incorporation of Solidago Ranch Estates Homeowners Association, Inc. filed in the Office of the Secretary of State of the State of Oklahoma, as said Certificate may be amended from time to time.

**"Declarant"** shall mean Solidago Development, LLC, an Oklahoma limited liability company.

**"Declaration"** shall mean this Declaration of Covenants and Restrictions for Solidago Ranch Estates and the covenants, conditions, and restrictions set forth in this entire document, as same may from time to time be amended, relating to all or part of Solidago Ranch Estates.

**"Improvement"** shall mean any improvements, including but not limited to, structures, roads, driveways, bridges, crossings, parking areas, fences, walls, mail boxes, hedges, plantings, trees and shrubs, and all other structures or landscaping improvements of every type and kind.

**"Lot"** shall mean any of the separate parcels of real property designated as a tract or lot on the final survey of Solidago Ranch Estates. The ownership of each Lot shall include with it and have appurtenant the ownership of an easement for the use and enjoyment of the Private Roadways. A Lot shall be deemed "Improved" when a Single Family Residence or other substantial improvement has been completely constructed thereon, but in no event later than one year after the start of construction or until occupied, whichever shall first occur. All other Lots shall be deemed "Unimproved" Lots.

**"Owner"** shall mean the record owner, whether one or more persons or entities, of legal title to any Lot. The foregoing does not include persons or entities who hold an interest in any Lot and the appurtenant Private Roadways merely as security for the performance of an obligation. Owner shall not include a lessee or tenant of a Residence. Each Owner shall be a member of the Association.

**"Private Roadways"** shall mean the right-of-ways granted herein for the private roadways located within Solidago Ranch Estates, as further described herein, in which the Association and each Owner holds an easement for common use and enjoyment.

**"Purchaser"** shall mean any person or other legal entity, other than Declarant, who becomes an Owner within Solidago Ranch Estates.

**"Residence"** shall mean a building, house or unit used as a residence for a Single Family.

**"Residential Use"** shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county, or municipal rules and regulations.

**"Single Family"** shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a Residence.

**"Solidago Ranch Estates"** shall mean all real property, more particularly described in *Exhibit A* attached hereto and incorporated herein and as shown by the survey thereof attached hereto as *Exhibit B* and incorporated herein, which is subject to the Declaration.

## **ARTICLE 2** **DECLARATION**

2.1 General Declaration Creating Solidago Ranch Estates. Declarant plans to develop Solidago Ranch Estates subdivision into various residential Lots. Declarant intends to sell and convey Lots so developed to Purchasers subject to this Declaration. Declarant hereby declares that all of the real property within Solidago Ranch Estates is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for Solidago Ranch Estates and the improvement and sale of said real property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners, and their successors in interest.

2.2 Grant of Private Roadway Easement. Declarant hereby grants to Association, all Owners and their successors in interest a permanent, non-exclusive right-of-way and easement over, upon and across a portion of each of the Lots, as shown on the survey attached hereto as *Exhibit B* and incorporated herein, for the Private Roadways through Solidago Ranch Estates as a means of access and way of ingress and egress to and from each of the Lots for the common use of the Association and each Owner.

2.3 Owners' Easements. The rights and easements of enjoyment of the Private Roadways are for the benefit of all Owners for the purpose of ingress and egress to their respective Lots. The easements for the Private Roadways shall include an additional easement adjacent to the road for the purpose of installing, maintaining and repairing utilities, including water, sewer, electricity, gas, telephone and cable television.

**ARTICLE 3**  
**SOLIDAGO RANCH ESTATES**  
**HOMEOWNER'S ASSOCIATION, INC.**

3.1 The Association. The Association is a not-for-profit Oklahoma corporation charged with the duties and invested with the powers prescribed by, law and set forth in the Certificate, By-Laws, and this Declaration. Neither the Certificate nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Attached hereto, and duly adopted by the Association, are the By-Laws of Solidago Ranch Estates Homeowners Association, Inc. This item is marked as *Exhibit C*.

3.2 Enforcement. For each violation by an Owner or an Owner's invitee of the provisions of this Declaration, the Certificate, the By-Laws or the Architectural Review Rules, the Board may seek an injunction or other redress in a court of law. Any Owner against whom such injunction or redress is sought shall be liable for attorneys' fees and costs incurred by the Board on behalf of the Association, and such amounts may be collected in the same manner as assessments as provided herein. Any suspension or injunctive action must be approved by the Board, and all decisions of the Board shall be final. The remedies provided in this paragraph are cumulative and may be exercised simultaneously with, and in addition to, the remedies provided in this Declaration for collection of assessments.

3.3 Personal Liability. No member of the Board or of any committee of the Association, or any officer of the Association, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the officers, or any other representative or employee of the Association, or the Architectural Review Committee, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful misconduct.

**ARTICLE 4**  
**MEMBERSHIP AND VOTING RIGHTS**

4.1 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.2 Voting. Owners shall vote only by Lot, and each Lot shall have one vote. Fractional votes shall not be allowed. In the event Owners of a Lot are unable to agree among themselves as to how the vote for that Lot shall be cast, they shall lose their right to cast the vote for such Lot on the matter in question. When any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Lot, unless the other Owner or Owners are present and object at the time the vote is cast.

4.3 Rights of Members. Each member shall have such other rights, duties, and obligations as set forth in the Certificate, By-Laws and Architectural Review Rules as same may be amended from time to time.

4.4 Transferability. The Association membership of an Owner shall be appurtenant to the Lot of said Owner. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of record of ownership to the Owner's Lot and then only to the transferee of Ownership to such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Oklahoma. Any attempt to make a prohibited transfer shall be void. Any transfer of record of ownership to a Lot shall operate to transfer said membership to the new Owner thereof.

## **ARTICLE 5**

### **PROPERTY RIGHTS**

5.1 Owners' Easements of Enjoyment. Every Owner has the right and easement of enjoyment in and to the Private Roadways which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to control and limit the use of the Private Roadways as provided in this Declaration, the Certificate, the By-Laws and the Architectural Review Rules. An Owner, subject to the By-Laws, may delegate his or her right of enjoyment of the Private Roadways to the members of his or her family, guests and tenants. The Association is authorized to dedicate, transfer, or grant an easement or right of way to all or any part of the Private Roadways to any public or quasi-public agency, authority, or utility for such purposes and subject to such conditions as may be authorized by the Board. No such dedication or transfer shall be effective unless an instrument has first been executed by the President (or any Vice President) and Secretary (or any Assistant Secretary) of the Association, certifying that a majority of the Board has agreed to such dedication or transfer, and filed of record. Such certificate shall be deemed conclusive as to the fact that a majority of the Board has authorized such dedication, transfer, or grant, as well as to the purposes and conditions thereof.

5.2 No Right to Split Lots, etc. A Lot and the easement of use and enjoyment in the Private Roadways appurtenant thereto shall not split or subdivided into two (2) or more parcels, the size of which is less than five (5) acres each, unless approved by the Architectural Review Committee.

5.3 Maintenance by Association. The Association may, at any time, as to any part of the Private Roadways:

(a) Roads and Streets. Construct, reconstruct, repair, replace, maintain, resurface, or refinish any road improvement or surface upon any portion of the Private Roadways, whether used as a road, street, or drainage area. All streets in Solidago Ranch Estates are private and will incur maintenance cost for repairs and upkeep by the Association.



(b) Gated Entrance. The gated entrance is constructed for Solidago Ranch Estates; the Association shall be governed by the applicable municipal ordinances of the City of Edmond, Oklahoma relating to access standards for controlled accessed gates, as may be amended from time to time, with respect to the access through and maintenance of the gated entrance into Solidago Ranch Estates. The Association shall provide proper funding to establish a service contract with qualified contractor to ensure year round maintenance testing and repairs of all functions of the gates.

(c) Signs. Place and maintain upon any such areas such signs as the Association may deem appropriate for the proper identification, use and regulation thereof.

(d) Further Acts. Do all and such other and further acts which the Association deems necessary to maintain, preserve and protect the Private Roadways, in accordance with the general purposes specified in this Declaration. The Association shall be the sole judge as to the appropriate maintenance, preservation, and protection of all grounds within such areas.

5.4 Damage or Destruction by Owners. In the event any portion of the Private Roadways is damaged by an Owner or an Owner's tenants, licensees, agents or family members, such Owner does hereby authorize the Association to repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association; or, in the absence of plans and specifications, then as recommended by architects or engineers and approved by the Board. The amount necessary for such repairs shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

5.5 Use by Motor Vehicles. The Board's right to control the use of the Private Roadways shall include but not be limited to, establishing speed limits and parking rules.

## **ARTICLE 6**

### **CLASSIFICATIONS, USES, AND RESTRICTIONS**

6.1 Permitted Uses and Restrictions. The permitted uses, easements, and restrictions for Lots (excluding the Private Roadways) within Solidago Ranch Estates covered by the Declaration shall be as follows:

(a) Single Family Residential Use. All of the Lots shall be used, improved, and devoted exclusively to Residential Use and recreational facilities incidental thereto. No gainful occupation, profession, trade, or other non-residential use shall be conducted on such Lots, except that an Owner or occupant residing on any Lot may conduct business activities within the Residence on such Lot, so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the home, (ii) the business activity conforms to all zoning requirements for the Lot, (iii) the business activity does not constitute a nuisance or a hazardous or offensive use, or threaten the security and safety of

other Owners or residents, as may be determined in the sole discretion of the Board. No structure whatever, other than one Residence, together with a private garage for not more than four cars, a barn, a loafing shed, one accessory building and such other structures as are contemplated herein shall be erected, placed, or permitted to remain on any of said Lots, unless approved by Architectural Review Committee.

(b) Construction Requirements. All Residences constructed upon the Lots in Solidago Ranch Estates shall have a minimum square footage of three thousand (3,000) square feet. All building exterior and home plans must be pre-approved by Architectural Review Committee. All documents shall be submitted thirty (30) days prior to construction with a design review application.

In computing the square footage of a Residence, the square footage shall be computed exclusive of basements, open porches, carports, garages, and outbuildings. The principal first floor material other than glass, of the exterior of each wall of the residence on any Lot in Solidago Ranch Estates shall be not less than seventy percent (70%) brick, stone or stucco, unless the Architectural Review Committee grants specific approval in writing to a lesser percentage and/or alternate materials in advance. A determination of the Architectural Review Committee as to the nature of the permissible other materials and percentages thereof on the exterior of the first floor shall be final and binding on all persons. Garages may be attached, built-in or detached.

All Residences in Solidago Ranch Estates constructed on any Lot in Solidago Ranch Estates must have the exterior of its roof constructed of materials of high grade and quality as approved by the Architectural Review Committee.

Footing and stem foundation construction is required. No exposed stem walls and/or concrete shall be permitted on any Residence.

Chimneys will be of brick, stone or other material approved by the Architectural Review Committee. No wood chases are acceptable.

(c) Building Lines. No Residence or any part thereof or any other building shall be constructed on any Lot nearer to any street than seventy-five (75) feet. No Residence or garage may be placed on a Lot so that it is closer to the side Lot line than fifty (50) feet from the side Lot line. The actual location of any Improvements on a Lot shall be designated on a plot plan that has been approved by the Architectural Review Committee prior to the commencement of construction. No building or construction of any Improvement on any Lot shall commence unless and until the design and construction plan for such Improvement has been approved by the Architectural Review Committee.

(d) Driveways. Private driveways from the private street to a Residence located on any Lot or garage and carport parking areas shall be concrete, asphalt, or other hard surface approved by the Architectural Review Committee, and shall be continuously maintained so as to avoid unsightly deterioration and the growth of the grass or any other plant on or through such surface. No driveway shall be constructed or altered without the prior written approval of

the Architectural Review Committee, which shall consider the appearance, design and materials of said driveway and the effect the driveway may have on drainage affecting the Private Roadways or any other Lot. Owner shall repair and replace any curbing or other portion of the road surface damaged or removed by the construction or alteration of the Owner's driveway, at the sole expense of Owner, matching the existing form, material and quality to the greatest extent possible.

(e) Mail-Boxes. Each Residence must have either a cast iron mail-box or a mail-box encased in a brick or stone structure matching the exterior of the Residence.

(f) Improvements and Alterations. No Improvement considered a major change in ground topography or construction of any building, fence, wall, Residence, or other structure shall be commenced, erected, maintained, improved, altered, made, or done without the prior written approval of the Architectural Review Committee. Any normal flower or vegetables gardening, plant bed construction or tree planting will not need to be reviewed.

(g) Existing Erected Structures. No existing erected building or structure of any sort may be moved onto and/or placed on any of the above described Lots, building sites, or blocks located in Solidago Ranch Estates, it being the intention of this restriction definitely to prohibit the moving onto and/or placing of existing residential structures on any of the Lots in Solidago Ranch Estates.

(h) Electronic Structures or Devices. No wind powered electric generators of any kind shall be erected in Solidago Ranch Estates. Plans for solar collection devices shall be submitted to the Architectural Review Committee for approval or aesthetic compatibility with the architectural appearance of other Residences in Solidago Ranch Estates. Such solar collection devices shall be either screened from the view of the Private Roadways or structurally integrated into the Residence in such a way as to be architecturally unobtrusive when viewed from the Private Roadways.

(i) Above-Ground Pools. No swimming pools with a capacity of more than one hundred fifty (150) gallons of water shall be installed, placed, erected or maintained above the surface of the ground of any Lot.

(j) No propane tanks may be erected or constructed on any Lot. Water storage tanks are permitted, but must conform to applicable local government requirements and must be discretely located to avoid being visible from the Private Roadways.

(k) Maintenance of Lawns and Plantings. Each Owner of a Lot within Solidago Ranch Estates shall keep such Owner's Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material; any uncleared natural brush and tree setting will be neatly maintained; and shall take appropriate steps to prevent and retard erosion of such Owner's Lot, including, but not limited to, maintenance of any drainage and environmental easement which may exist on a portion of such Lot; provided, however that such Owner shall not be responsible for maintenance of any area as to which Declarant or the Association has assumed the responsibility. If an Owner fails to perform the maintenance described above, Declarant, the



Association, or its authorized agents shall have the right at any reasonable time to enter upon any Lot of any Owner to plant, replace, maintain, and cultivate shrubs, trees, grass or other plantings located thereon; and take such measures as may be reasonably necessary to prevent or retard erosion, and the cost thereof shall be assessed to the Owner of the Lot as hereafter provided. The cost of such maintenance shall be the personal liability of the Lot Owner. The Lot Owner shall reimburse the Association for the cost of such maintenance immediately upon being given notice in writing of the cost thereof. In the event reimbursement is not made to the Association within three (3) days after such notice to the Lot Owner, then the cost of such maintenance shall become a lien on the Owner's Lot, which lien may be enforced by the Association in the same manner as provided in this Declaration for enforcement of delinquent assessments.

(l) Animals. Except as otherwise provided in this subsection, no animals, livestock or poultry of any kind shall be raised, bred or maintained on any of said Lots, other than a reasonable number of dogs, cats or other generally recognized house or yard pets. No animal which makes an unreasonable amount of noise or is a nuisance shall be permitted. When outdoors in Solidago Ranch Estates, all pets shall be restrained by a fence or other suitable device. An Owner may maintain up to two (2) horses, one (1) cow and a reasonable number of fowl, solely for domestic purposes only, if such animals are not or do not become a nuisance. Upon the written request of any Owner, the Association may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Association shall be enforceable as other restrictions contained herein.

(m) Grading and Excavation. No Improvement 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, pipe, wire, or easement. Any such interference, encroachment, alteration, disturbance, or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner; and the Owner of the line, pipe, wire, or easement, or the Association, may affect all necessary repairs and charge the cost of the same to such Owner.

(n) Repair of Buildings. No building or structure upon any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(o) Nuisances. No rubbish, junk, materials, or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Security devices used exclusively for security purposes, shall be located, used, or placed on any of said Lots. The Board in its sole discretion

shall have the right to determine the existence of any such nuisance, rubbish, junk, materials or debris based upon the standard rules, categories, and definitions adopted by the Association.

(p) Mineral Exploration. No property within Solidago Ranch Estates shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or substantial amounts of earth or any earth substance of any kind for commercial purposes.

(q) Machinery and Equipment. No machinery or equipment of any kind shall be operated upon or adjacent to any Lot within Solidago Ranch Estates except such machinery or equipment as is customary in connection with the use, maintenance, or construction of a Residence, appurtenant structures, or other improvements. No machinery or equipment of any kind shall be parked, placed, maintained, constructed, reconstructed, or repaired upon any of said Lots within Solidago Ranch Estates in such a manner as will be visible from the Private Roadways; provided, however, that the provisions of this paragraph shall not apply to machinery and equipment which are actually in temporary use in conjunction with the maintenance or construction of a Residence, appurtenant structures, or other Improvements.

(r) Signs. No signs whatsoever (including, but not limited to, commercial, political, and similar signs) shall be erected or maintained on any Lot within Solidago Ranch Estates except:

- (1) Such signs as may be required by legal proceedings.
- (2) During the time of construction of any building or other improvements.
- (3) While a property is for sale or rent.
- (4) Such signs the nature, number, and location of which have been approved in advance and in writing by the Architectural Review Committee.

(s) Temporary Structures. No trailer, mobile home, basement of any incomplete building, tent, garage, and no temporary buildings or temporary structure of any kind shall be used at any time for a temporary or permanent Residence on any Lot within Solidago Ranch Estates. Temporary buildings or structures used during the construction of a dwelling on any Lot must be approved in advance by the Architectural Review Committee in writing, and shall be removed after the substantial completion of construction.

(t) Vehicles and Equipment. No boat, motor home, camper, trailer, or any other recreational vehicle or farm equipment shall be parked, kept, stored, placed, repaired or maintained upon any Lot within Solidago Ranch Estates in such a manner as will be visible from the Private Roadways. The provisions of this paragraph shall not apply to emergency vehicle repairs.

(u) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot within Solidago Ranch Estates except in covered containers of a type, size, and style and placed in such structure and location which may be prescribed by the Architectural Review Committee. In no event shall such containers be maintained so as to be visible from the Private Roadways, except if necessary to make the same available for collection and, then only the shortest time reasonably necessary to effect such collection. The Association shall have the right to require all Owners to subscribe to a private or public trash service. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon.

(v) Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals shall be erected, placed, or maintained anywhere in or upon any Lot within Solidago Ranch Estates unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings, or other structures, or otherwise are not visible from the Private Roadways, unless underground distribution systems are not available. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Improvements approved by the Architectural Review Committee.

(w) Antennas. Antennas, dishes or other devices for the transmission or reception of television or radio signals are to be used and placed with discretion.

(x) Fences and Retaining Walls. All fences and placement of fences must be approved by the Architectural Review Committee and must carry out the architectural scheme of the Residence, as well as Solidago Ranch Estates in general. Retaining walls must be faced on all sides visible from any part of the street with brick or stone. No fence or retaining wall shall be constructed or installed until the location, design, material and quality of the same shall have been approved by the Architectural Review Committee.

(y) Declarant's Exemption. With respect to any Lot owned by Declarant and with respect to the Private Roadways, nothing contained in this Declaration shall be construed to prevent the operation, erection, maintenance or storage by Declarant, or their duly authorized agents, of structures, Improvements, signs, materials, fluids or equipment necessary or convenient to the maintenance, development, or sale of Property within Solidago Ranch Estates.

## **ARTICLE 7**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

7.1 Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot within Solidago Ranch Estates, hereby covenants, and each Purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments as may become applicable to their Lots, as provided in this Declaration. There is hereby created in favor of the Association the right to claim a lien with power of sale for the amount of any such assessment, together with interest, costs, and reasonable attorneys' fees on each and every Lot within Solidago Ranch Estates to secure payment to the Association of any and all assessments levied against such Lot. The

personal obligation for delinquent assessments shall not pass to successor Owners unless expressly assumed by them, but shall remain a lien on such Lot (except as provided in Section 9 of this Article below) and the personal obligation of the Owner who was Owner at the time the assessment was made.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the maintenance and improvement of the Private Roadways, for maintaining the overall aesthetic beauty of Solidago Ranch Estates, and to cover the cost of services and materials incidental thereto and incidental to the operation of the Association. The regular assessment shall include the establishment of adequate reserves for repair and replacement of capital items; notwithstanding any general maintenance and repairs of the private streets and maintenance testing and repairs of all functions to the entry gate. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Private Roadways or by the abandonment of his Lot.

7.3 Amount of Regular Assessment. Regular assessments shall be made on an annual basis, and shall be fixed at a uniform rate per year for all Lots subject to assessment. For any and all subsequent calendar years, the regular assessment per Lot per year shall not exceed twenty-five percent (25%) above the regular assessment per Lot for the previous year. The regular assessment per Lot per year may be set in excess of the maximum only if first recommended by the Board and approved by at least two-thirds (2/3) of the Owners of the Lots.

7.4 Special Assessments. Special assessments are applicable only to all Owners of Improved Lots (other than Declarant), and must first be recommended by the Board and then approved by at least two-thirds (2/3) of the Owners of the Lots (other than Declarant). Special assessments shall be applicable to not more than three (3) calendar years after the date of assessment. Special assessments shall be only for Association purposes, including, but not limited to, defraying the cost of any construction, reconstruction, repair, or replacement of roads, paving, culverts, drainage areas, etc., in the Private Roadways; the establishment of reserves for such costs; and the provision of special services such as security patrols and entry control.

7.5 Regular and Special Assessment Obligation. Lots and the Owners thereof shall be obligated for any regular assessment or special assessment per Lot made by the Association, provided that notwithstanding anything herein to the contrary, DECLARANT SHALL NOT BE REQUIRED TO PAY ANY REGULAR OR SPECIAL ASSESSMENT. Written notice of any meeting called for the purpose of approving any regular or special assessment requiring Owner approval shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first meeting called, the presence at the meeting of Owners, or of proxies, entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at that meeting, all other meeting may be called, after five (5) days written notice, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.6 Uniform Rate of Assessment. Both regular and special assessments must be fixed at a uniform rate for all Lots to which the assessment applies.



7.7 Due Date of Assessments. The regular assessment period shall be the calendar year. Written notice of the regular assessment and each special assessment shall be sent to every Owner subject thereto. The due date (or dates, if made payable in installments) shall be established by the Board. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

7.8 Effect of Non-Payment of Assessments: Remedies of the Association. Each Owner of any lot shall be deemed to covenant and agree to the enforcement of the assessments in the manner herein specified. If any assessment, or installment thereof, is not paid by the due date specified by the Board, the Owner or Owner of the Lot for which the delinquent assessment or installment is unpaid shall lose the right to cast the vote of that Lot in the Association until all amounts due or past due are paid in full. The Association may employ an attorney or attorneys for collection of any delinquent assessment or installment thereof; whether by suit or otherwise, or to enforce compliance with or for specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, the Certificate, By-Laws or the Architectural Review Rules. In addition to any amounts due or any relief or remedy obtained by the Association against an Owner, such Owner agrees to pay the Association its reasonable attorneys' fees, plus interest and costs thereby incurred. Any interest provided in this Declaration shall be compounded monthly and charged at an annual rate equal to the lesser of the maximum rate permitted by law, or a prime rate published by *The Wall Street Journal (Southwest Edition)* as of or nearest to the date of assessment, plus three percent (3%), and shall vary with any changes in said prime rate during the period for which interest is computed. In the event an assessment or installment thereof is not paid when due, and thus becomes a delinquent obligation, or in the event an Owner fails to perform or comply with any other obligation of this Declaration, the Certificate, By-Laws or Architectural Review Rules, then (in addition to any other remedies herein or by law or by equity provided) the Association may enforce each such obligation by either or both of the following procedures:

(a) Enforcement By Suit. The Board may cause a suit to be commenced and maintained in the name of the Association against an Owner to collect such delinquent assessments; to cause a temporary and/or permanent injunction or mandatory injunction to issue for compliance with or performance of said obligations by an Owner and/or his invitees; and to seek damages against an Owner or his invitee for violation of said obligation. Any judgment rendered in favor of the Association in any such action shall include (but not necessarily be limited to) the amount of any delinquency, together with interest thereon from the date of delinquency at the rate provided above, court costs, and reasonable attorneys' fees in such amount as the court may determine against the Owner.

(b) Enforcement By Lien. There is hereby created a claim of lien, with power of sale on each and every Lot within Solidago Ranch Estates to secure payment to the Association of any and all assessments levied and other sums charged against any and all Owners of such Lots together with interest thereon as specified in this Section from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within ninety (90) days

after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or, even without such a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. The Association may file of record a lien in favor of the Association against any Lot with a delinquent assessment. Such a lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (1) The name of the Owner of the Lot with the delinquent assessment;
- (2) The legal description and street address of the Lot against which lien is filed;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, court costs, and reasonable attorneys' fees, all of which constitute the amount of the lien; and
- (4) A recital to the effect that the lien is filed by the Association pursuant to the Declaration.

Upon recordation of a duly executed original or copy of such a lien, then the lien shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied, and shall secure the amounts claimed therein. Subject to the provisions of Section 7.9 of this Article, such a lien shall have priority over any claim of homestead or other exemption and over all liens, mortgages, deeds of trust, or claims or encumbrances created subsequent to the recordation of the lien provided hereby, except only tax liens for real property taxes on any Lot, and assessments on any Lot in favor of any municipal or other governmental assessing unit. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Oklahoma, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot in Solidago Ranch Estates, hereby expressly waives any objection to the enforcement and foreclosure of this lien substantially in the manner provided herein, or in any manner provided by law.

**7.9 Priority of Lien.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on a Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of any prior lien shall extinguish the lien of such assessments as to payments which

became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, nor shall the Owner or Owners prior to foreclosure sale or transfer be relieved of his or their personal liability for the assessments unpaid prior to such sale or transfer. Any other sale or transfer of any Lot shall not affect the assessment lien.

## **ARTICLE 8**

### **ARCHITECTURAL REVIEW COMMITTEE**

8.1 Organization, Power of Appointment. The Association shall have a Architectural Review Committee, organized as follows:

(a) Committee Composition. The Architectural Review Committee shall consist of at least three (3) regular members. None of the members shall be required to be an architect or to meet any other particular qualifications for membership. A member of the Committee need not be, but may be, a member of the Association, a member of the Board or an officer of the Association.

(b) Quorum. The presence in person of two (2) members of the Architectural Review Committee shall constitute a quorum at all meetings of the Architectural Review Committee. The majority vote of the members present shall be required to transact the business of the meeting.

(c) Appointment and Removal. The right to appoint and remove all members of the Architectural Review Committee at any time shall be and is hereby vested solely in the Declarant, so long as the Declarant owns one or more Lots in Solidago Ranch Estates unless waived from time to time by Declarant. After the Declarant no longer owns any Lots, the right to appoint and remove all members of the Architectural Review Committee at any time shall be and thereby is vested solely in the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the execution of appropriate minutes filed in the minute book of the Association.

(d) Resignations. Any regular member of the Architectural Review Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board, whichever then has the right to appoint Committee members.

(e) Vacancies. Vacancies on the Architectural Review Committee however caused, shall be filled by the Declarant or the Board, whichever then has the power to appoint Committee members. A vacancy or vacancies on the Architectural Review Committee shall be deemed to exist in case of the death, resignation or removal of any member.

8.2 Duties and Authority. It shall be the duty of the Architectural Review Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Review Rules which may be more stringent than, but which shall not be inconsistent with, this Declaration, and to carry out all other duties imposed upon it by the

Declaration. The prior approval of the Architectural Review Committee shall be required for the construction or reconstruction of any Improvement located within Solidago Ranch Estates and for such other matters as may be provided in this Declaration, the Certificate, By-Laws, and Architectural Review Rules.

8.3 Approval. Any approval granted by the Architectural Review Committee shall be in writing and, unless otherwise specified in said approval, shall be conditioned upon and require the continued maintenance, landscaping, and screening, as appropriate, of any Improvements on a Lot by the Owner and the satisfaction of such other requirements as the Architectural Review Committee may determine. Any Improvements submitted to and approved by the Architectural Review Committee must be commenced within one (1) year from the date of said approval, or said approval shall be deemed revoked, and the Owner must again seek approval pursuant to the Architectural Review Rules. After commencement of the work on an Improvement, the work thereon must be diligently and continuously pursued to completion.

8.4 General Considerations. Pursuant to its rule-making power, the Architectural Review Committee shall establish a procedure for the preparation, submission, and determination of applications for any alteration or Improvement. The Architectural Review Committee shall have the right to disapprove any plans or specifications for grading or other plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed Improvement, its size, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the topography, the effect upon view and light, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All decisions of the Architectural Review Committee shall be final, and no Owner or other parties shall have recourse against the Architectural Review Committee for its disapproval of any such plans and specifications or plot plan, including lawn area and landscaping. Any approval by the Architectural Review Committee may be made contingent upon the satisfaction of such conditions as the Committee may specify in the Architectural Review Rules or in any approval.

8.5 Meetings and Compensation. The Architectural Review Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a majority of the members, at a meeting or otherwise, shall constitute the act of the Architectural Review Committee. The Architectural Review Committee shall keep and maintain a written record of all actions taken by it. Members of the Architectural Review Committee shall not be entitled to compensation for their services. However, the Architectural Review Committee may hire engineers or other consultants at Association expense.

8.6 Waiver. The approval of the Architectural Review Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Review Committee under the Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval. Failure of the Architectural Review Committee to enforce a conditional approval or rule now or hereafter contained in the Architectural Review Rules shall in no event be deemed a waiver of the right to do so thereafter.



8.7 Liability. Neither the Architectural Review Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any act or omission resulting in any claim for any damage, loss, or prejudice suffered including, but not limited to, (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development of any Lot within Solidago Ranch Estates, or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the act or omission of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

8.8 Time for Approval. In the event the Architectural Review Committee fails to approve or disapprove a matter within thirty (30) days after said plans and specifications have been submitted to it in due form as requested by the Architectural Review Committee, such matter will be deemed approved, and the prior written approval required by this Article will be deemed to have been complied with fully. However, such matter must be promptly accomplished in accordance with said plans and specifications and such matter shall in all respects be and continue in the future to be in compliance with this Declaration.

8.9 Adoption of Additional Architectural and Design Rules. The Architectural Review Committee, in its sole discretion, may from time to time adopt, amend and repeal the Architectural and Design Rules which shall be used as a guide for the orderly development of Solidago Ranch Estates and to ensure the aesthetic harmony of all structures and landscaping within Solidago Ranch Estates.

## ARTICLE 9 MAINTENANCE AND IMPROVEMENTS BY DECLARANT

9.1 Maintenance by Declarant. Declarant shall contract with the Association, immediately after the Association is organized, for specified maintenance of the Private Roadways at a cost set forth in said contract. The Declarant may provide maintenance or services in addition to those specified in the contract. However, the Association shall not be obligated to pay for or reimburse the Declarant for such additional maintenance and services unless approved by the Board.

9.2 Existing Improvements. Declarant shall, at its expense, initially provide the Association with an asphalt road in the Private Roadways as indicated by the final survey. Provided, however, that the existing road on the 50 ft easement road leading to Solidago Ranch Estates is not required to be paved. The maintenance, repair, and replacement of said asphalt road shall be the responsibility of and at the expense of the Association.

## **ARTICLE 10**

### **SECURITY GATE**

10.1 Acknowledgment of Security Gate and Controlled Access - Release of Liability. The Owner of each Lot, on their own behalf, and on behalf of their families, guests, tenants, invitees, successors and assigns, does acknowledge that the Declarant, the Association and/or the Board of Directors may install and maintain a security gate controlling access to Solidago Ranch Estates by Owners and the public and that such security gate may effect and delay or prevent the timely response of police, ambulance, fire and other emergency personnel and services to locations within Solidago Ranch Estates. In the event such security gate is installed and in consideration of the privacy and security afforded by the security gate, each Owner, for himself, his family, guests, lessees, invitees, heirs, successors and assigns, covenants and agrees, concurrent with acquisition of an equitable or legal interest in a Lot, to release and hold harmless the Declarant, the Association, Board of Directors, and the individual Owners, from any and all injuries, claims, causes of action, liabilities or other losses incurred by such Owner, his family, guests, tenants or invitees, arising from or associated with the security, gate and/or the proper or improper functioning of the security gate.

10.2 Security Gate Hours of Operation. The Owner of each Lot acknowledges the fact that while the addition has homes being constructed, that the function of the gate closing during the work hours of 7:00 a.m. till 7:00 p.m. will prohibit access by the crews needed to build any home in Solidago Ranch Estates. Each Lot Owner agrees to leaving the gates open during the above stated hours, until the initial construction of Residences on all the Lots has been completed.

## **ARTICLE 11**

### **GENERAL PROVISIONS**

11.1 Enforcement. Any Owner, as well as the Association, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, charges, and rules now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Association to enforce any such restriction, condition, covenant, reservation, lien, charge, or rule now or hereafter contained in the Declaration shall in no event be deemed a waiver of the right to do so thereafter. The Owner permitting any violation of such restrictions, conditions, covenants, reservations, liens, charges and rules shall pay all attorney fees, court costs and other necessary expenses incurred by the Owner or Association instituting such legal proceeding to maintain and enforce the aforesaid restrictions, conditions, covenants, reservations, liens, charges and rules and it is further agreed that the amount of said attorney fees, court costs and other expenses allowed and assessed by the court for the aforesaid violation or violations shall become a lien upon such Owner's Lot as of the date such legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, conditions, covenants, reservations, liens, charges and rules in the same manner as liens upon real property under Oklahoma law.

11.2 Severability. Every term and provision of this Declaration, and of the Certificate, By-Laws and Architectural Review Rules referenced herein, is intended to be severable. If any such term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of any other of such terms and provisions.

11.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind any and all Lots in Solidago Ranch Estates and each Owner hereof, and shall inure to the benefit of each Owner and the Association from and after the date this Declaration is recorded. This declaration may be amended at any time upon the the written approval of at least two-thirds (2/3) of the Owners. Any such amendment to the Declaration must be recorded.

11.4 Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners or Lots within Solidago Ranch Estates. However, any other provisions to the contrary notwithstanding, only the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

11.5 Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any property within Solidago Ranch Estates is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

11.6 Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

11.7 Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail it shall be deemed to have been delivered forty-eight (48) hours after a copy of same has been deposited in the Certified United States Mail, postage prepaid, addressed as follows:

If to the Association, to:

c/o the Registered Agent of Solidago Ranch Estates Homeowners Association, Inc., an Oklahoma not-for-profit corporation

If to an Owner, to:

the address last furnished by an Owner to the Association.

Provided, however, that the address may be changed at any time by recording an appropriate document with the Oklahoma Secretary of State and delivering a copy thereof to the registered agent of the Association, or by giving notice to the last known address of each Owner as shown by the records of the Association. Each Owner of a Lot shall give notice of the correct mailing address of such Owner to the registered agent of the Association, and shall promptly notify the Association in writing of any subsequent change of address. If no address has been

furnished to the Association by an Owner, notice may be given an Owner by posting written notice on the Owner's Lot.

11.8 Right to Assign. The Declarant, by all appropriate instrument or instruments, may assign or convey to any person, persons or entity any or all of the rights, reservations, easements, powers of appointment and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or anyone or more of them at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

11.9 The Declaration. By becoming an Owner of a Lot, each Owner for himself, or itself, his heirs, personal representatives, successors, transferees, and assigns, becomes bound, accepts and agrees to all of the rights, powers, easements, provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed and granted by this Declaration and any amendments thereof. In addition, each such Owner, by so doing, thereby acknowledges that this Declaration sets forth a general plan for the improvement and development of Solidago Ranch Estates and hereby evidences his interest that all rights, powers, easements, provisions, restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all assignees, successors and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various future Owners of Lots in Solidago Ranch Estates.

11.10 Enumeration of Specifics. As used in this Declaration, the enumeration of items within a class shall not be deemed to limit the intended expression to those items only, but shall be broadly interpreted to effect the overall intent of this Declaration so that such expression shall include all things which might reasonably fall within such class of items so enumerated and similar or closely related classes, so long as such interpretation is beneficial to and in the furtherance of the purposes of this Declaration.

11.11 Description Headings. Captions and headings contained in this Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Declaration or of any provision hereof.

11.12 Oklahoma Law. The interpretation and enforcement of this Declaration shall be governed by the laws of the State of Oklahoma.

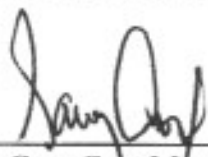
**[Remainder of page intentionally left blank. Signature page immediately follows.]**



IN WITNESS WHEREOF this Declaration has been executed by the Declarant as of the date first written above.

**"DECLARANT"**

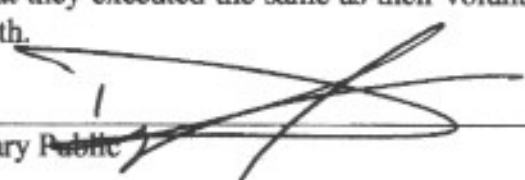
Solidago Development, LLC,  
an Oklahoma limited liability company

By:   
Gary Cox, Manager

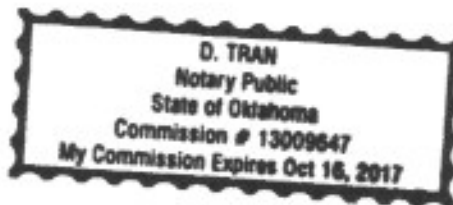
By:   
Sheralee Cox, Manager

STATE OF OKLAHOMA    )  
                                  ) ss  
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for this state on this 17<sup>th</sup> day of April, 2015, personally appeared Gary Cox and Sheralee Cox, to me known to be the identical persons who executed the within and foregoing instrument as Managers of Solidago Development, LLC, and acknowledged to me that they executed the same as their voluntary act and deed for the uses and purposes therein set forth.

  
Notary Public

My Commission Expires: 10-16-17  
My Commission Number: 13009647



In Book 12908 Page 227On: 8/20/2015

By First American Title &amp; Trust Company

FATCO

# AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOLIDAGO RANCH ESTATES

**WHEREAS**, on April 17, 2015, Solidago Development, LLC, an Oklahoma limited liability company (the "Declarant") executed that certain Declaration of Covenants and Restrictions for Solidago Ranch Estates (the "Declaration") in connection with Declarant's development of a certain tract of real property located in Oklahoma County, Oklahoma, as more particularly described in the Declaration, into a private residential community;

**WHEREAS**, the purpose of the Declaration is to provide for the preservation of the values and amenities in the Solidago Ranch Estates community and for the improvement and maintenance of such common facilities as may be constructed in the community by subjecting the property to certain covenants, restrictions, easements, charges and liens as set forth in the Declaration for the benefit of such property and each owner thereof;

**WHEREAS**, on April 22, 2015, the Declaration was recorded in Book 12804 at Page 1535 in the office of the County Clerk of Oklahoma County, Oklahoma;

**WHEREAS**, subsequent to the date of recording of the Declaration, Declarant acquired an additional tract of real property adjacent to the property subject to the provisions of the Declaration to be developed as a part of Solidago Ranch Estates for the benefit of all owners of lots in said community and Declarant and the other owners of lots in Solidago Ranch Estates desire to subject such additional tract of real property to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

**WHEREAS**, pursuant to Article 11, Section 11.3 of the Declaration, the undersigned, constituting at least two-thirds (2/3) of all of the Owners of lots in Solidago Ranch Estates, desire to amend the Declaration as follows:

## Amendment No.1

The legal description of the tract of real property comprising Solidago Ranch Estates attached as **Exhibit A** to the Declaration is hereby deleted in its entirety and shall be replaced by the legal description of the tract of real property attached hereto and identified as **Exhibit A** to the Declaration.

## Amendment No.2

The survey of the tract of real property comprising Solidago Ranch Estates attached as **Exhibit B** to the Declaration is hereby deleted in its entirety and shall be replaced by the survey of the tract of real property attached hereto and identified as **Exhibit B** to the Declaration.

## Amendment No.3

Section 5.2 of Article 5 of the Declaration is hereby deleted in its entirety and a new Section 5.2 of Article 5 of the Declaration is inserted in lieu thereof to read as follows:

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15 pages

"5.2 No Right to Split Lots, etc. A Lot and the easement of use and enjoyment in the Private Roadways appurtenant thereto shall not split or subdivided into two (2) or more parcels, the size of which is less than five (5) acres each, unless approved by the Architectural Review Committee. Provided, however Declarant reserves the right to split or subdivide Lot 10 as depicted on the survey attached hereto as **Exhibit B** and incorporated herein, into two (2) or more parcels, the size of which may be less than five (5) acres each, without the approval of the Architectural Review Committee. Upon the sale or conveyance of said Lot 10 by Declarant, said Lot 10 shall not be split or subdivided into two (2) or more parcels, the size of which is less than five (5) acres each, unless approved by the Architectural Review Committee."

#### Amendment No.4

Section 6.1 item (l) of Article 6 of the Declaration is hereby amended to read as follows:

"6.1(l) Animals. Except as otherwise provided in this subsection, no animals, livestock or poultry of any kind shall be raised, bred or maintained on any of said Lots, other than a reasonable number of dogs, cats or other generally recognized house or yard pets. No animal which makes an unreasonable amount of noise or is a nuisance shall be permitted. When outdoors in Solidago Ranch Estates, all pets shall be restrained by a fence or other suitable device. An Owner may maintain up to three (3) horses or three (3) cows and a reasonable number of fowl, solely for domestic purposes only, if such animals are not or do not become a nuisance. Upon the written request of any Owner, the Association may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Association shall be enforceable as other restrictions contained herein."

All other provisions of the Declaration, including the exhibits attached thereto, unaffected by this Amendment shall remain in full force and effect.

This Amendment may be executed in any number of counterparts or signature pages, any one of which shall be considered an original. All counterparts and signature pages shall constitute one instrument and shall be binding upon all property in Solidago Ranch Estates and each owner thereof and inure to the benefit of each owner and the Solidago Ranch Estates Homeowners Association, Inc. and upon their respective successors and assigns.

Lot No(s).	Signature	Date	Signature	Date
1,5,6,7,8,10	<u>Sheralee Cox</u> Sheralee Cox, Manager Solidago Development, LLC	<u>6-12-15</u>	<u>Gary Cox</u> Gary Cox, Manager Solidago Development, LLC	<u>6/12/15</u>
9	<u>Gary Cox</u> Gary Cox	<u>6-12-15</u>	<u>Sheralee Cox</u> Sheralee Cox	<u>6-12-15</u>
4	<u>Amos Black, III</u>		<u>Joshua Black</u>	
	<u>Amy Black</u>			
2,3	<u>Dan Gordon</u> Randal L. Maxwell or his Successor in interest as Trustee of the Randal L. Maxwell Trust dated July 5, 2012		<u>Tina Gordon</u>	
	<u>Randal L. Maxwell</u> Randal L. Maxwell, Trustee	<u>7/14/15</u>		



Lot No(s).

Signature

Date

Signature

Date

1,5,6,7,8,10

Sheralee Cox  
Sheralee Cox, Manager  
Solidago Development, LLC

6-12-15

Gary Cox  
Gary Cox, Manager  
Solidago Development, LLC

6/12/15

9

Gary Cox  
Gary Cox

6-12-15

Sheralee Cox  
Sheralee Cox

6-12-15

4

Amos Black, III  
Amos Black, III

Joshua Black  
Joshua Black

2,3

Dan Gordon  
Dan Gordon

7/15/15

Tina Gordon  
Tina Gordon

7/15/15

Lot No(s).	Signature	Date	Signature	Date
1,5,6,7,8,10	Sheralee Cox, Manager Solidago Development, LLC		Gary Cox, Manager Solidago Development, LLC	
9	Gary Cox		Sheralee Cox	
4	Ames Black, III	7-28-15	Joshua Black	7-29-15
	Amy Black	7/29/15		
2,3	Dan Gordon		Tina Gordon	

Before me, the undersigned, a Notary Public in and for this state on this 12<sup>th</sup> day of June, 2015, personally appeared Sheralee Cox and Gary Cox, to me known to be the identical persons who executed the within and foregoing instrument as the Managers of Solidago Development, LLC, and acknowledged to me that they executed the same as their voluntary act and deed and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth for the uses and purposes therein set forth.

*Shelene Blinn*  
Notary Public

Before me, the undersigned, a Notary Public in and for this state on this 12<sup>th</sup> day of June, 2015, personally appeared Gary Cox and Sheralee Cox, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed for the uses and purposes therein set forth.

Shawna Rhines  
Notary Public



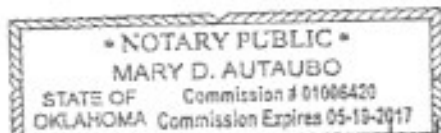
STATE OF OKLAHOMA )

COUNTY OF Caddo )

) ss.

Before me, the undersigned, a Notary Public in and for this state on this 28th day of July, 2015, personally appeared Amos Black, III, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: 05/19/2017  
My Commission Number: 01066420

Notary Public

Mary D. Autaubo

STATE OF OKLAHOMA )

COUNTY OF Oklahoma )

) ss.

Before me, the undersigned, a Notary Public in and for this state on this 29 day of July, 2015, personally appeared Joshua Black and Amy Black, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 01/01/2017  
My Commission Number: 13008353

Notary Public

Zoey L. Culpepper



STATE OF OKLAHOMA                    )  
  ) ss.  
COUNTY OF Washington            )

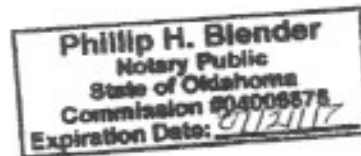
Before me, the undersigned, a Notary Public in and for this state on this 15<sup>th</sup> day of July, 2015, personally appeared Dan Gordon and Tina Gordon, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Phillip H. Blender

Notary Public

My Commission Expires: 7/21/17  
My Commission Number: 04006575





**Exhibit A**

**Legal Description**

# ORIGINAL LEGAL DESCRIPTION FOR TOTAL PROPERTY

A Part of the Southeast Quarter(SE $\frac{1}{4}$ ) of Section Two(2), Township Fourteen North(T14N), Range Two West(R2W) of the Indian Meridian to Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING At the SW Corner of said SE $\frac{1}{4}$ ;

THENCE N00°23'19"W along the west line of said SE $\frac{1}{4}$  for a distance of 1050.00 ft. to

The Point or Place of Beginning;

THENCE Continuing N00°23'19"W along said West Line for a distance of 1300.67 ft.;

THENCE N89°59'45"E and parallel with the north line of said SE $\frac{1}{4}$  for a distance of

1806.92 ft. to a point being 1043.56 ft. west of the east line of said SE $\frac{1}{4}$ ;

THENCE S00°17'05"E and parallel with said east line for a distance of 1038.55 ft. to

a point being 1320.00 ft. north of the south line of said SE $\frac{1}{4}$ ;

THENCE S89°43'11"E and parallel with said south line for a distance of 204.76 ft to a

point being 838.78 ft. west of the east line of said SE $\frac{1}{4}$ ;

THENCE S00°14'14"W for a distance of 660.00 ft.;

THENCE N89°43'11"W and parallel with the south line of said SE $\frac{1}{4}$  for a distance

of 330.00 ft.

THENCE N00°14'14"E for a distance of 389.93 ft. to a point being 1050.00 ft. north

of the south line of said SE $\frac{1}{4}$ ;

THENCE N89°43'11"W and parallel with said line for a distance of 1478.98 ft. to THE

POINT OR PLACE OF BEGINNING.

Said described tract contains 52.369 Acres more or less and is subject to easements and rights-of-Ways of record.

*Robert L. McCutchan*  
Robert L. McCutchan  
LPLS #153  
Date 7/29/2014  
Signed

Last Site Visit: July 15, 2014



LEGAL DESCRIPTIONS  
FOR ACCESS EASEMENTS  
PUBLIC UTILITY EASEMENTS

Easement #1:

Being a part of the SE Quarter of Section 2, T 14 N, R 2 W of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the SW Corner of the SE Quarter of said Section 2;  
THENCE N00°23'19"W along the west line of said SE Quarter for a distance of 1806.00 ft.  
THENCE N89°59'45"E for a distance of 380.00 ft. to the POINT OF BEGINNING of a 60 ft. Private Access Easement and Public Utility Easement.

THENCE Continuing N89°59'45"E along the centerline of said 60 ft. Easement for a Distance of 895.65 ft. to a point being 29.50 ft. south of the center of a 40 ft. Paved Radius Cul-De-Sac with a 50 ft. radius and a 65 ft. radius For Private Access Easement and Public Utility Easement.

Easement #2

Being a part of the SE Quarter of Section 2, T 14 N, R 2 W of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the SW Corner of the SE¼ of said Section 2;  
THENCE S89°43'11"E along the south line of said SE¼ for a distance of 25.00 ft.;  
THENCE N00°23'19"W and parallel with the west line of said SE¼ for a distance of 1080.00 ft. to the centerline of easement #2;  
THENCE S89°43'11"E along the centerline of 60.00 ft. Private Access Easement and Public Utility Easement for a distance of 1454.00 ft. to the east and being 29.50 ft. south of the center of a 50 ft. radius and a 65 ft. radius for a Private Access Easement and Public Utility Easement.

SEE PAGES TWO AND THREE FOR MORE EASEMENTS

LEGAL DESCRIPTIONS  
FOR ACCESS EASEMENTS  
PUBLIC UTILITY EASEMENTS

Easement #3:

Being a part of the SE Quarter of Section 2, T 14 N, R 2 W of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows;

COMMENCING at the SW Corner of the SE Quarter of said Section 2;  
THENCE N00°23'19"W along the west line of said SE Quarter for a distance of 1050.00 ft.;  
THENCE S89°43'11"E for a distance of 260.00 ft. to the POINT OF BEGINNING of a 60 ft. Private Access Easement and Public Utility Easement. Said Easement to be located on the east side of the following described line;  
THENCE N08°59'29"E for a distance of 736.33 ft. to the north end of said 60 ft. Private Access Easement and Public Utility Easement..

Easement #4

Being a part of the SE Quarter of Section 2, T 14 N, R 2 W of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the SW Corner of said SE¼ of Section 2;  
THENCE N00°23'19"W for a distance of 1796.50 ft.;  
THENCE N89°59'45"E for a distance of 803.56 ft. to THE POINT OR PLACE OF BEGINNING of a 50.00 ft. Private Access Easement and Public Utility Easement;  
THENCE Southeasterly on a curve to the right having a centerline radius of 64.50 ft. and a length of 80.61 ft. and a Chord Bearing of S54°12'01"E And a Chord Distance of 122.54 ft. to a point of Reverse Curve;  
THENCE Southeasterly along a curve to the left having a radius of 60.50 ft. with A length of 75.61 ft. and a Chord Bearing of S54°12'00"E and a Chord Distance of 70.79 ft. to a point of tangency;  
THENCE N89°59'45"E for a distance of 123.96 ft to a point of curve;  
THENCE along a curve to the left having a radius of 60.50 ft. and a length of 75.61 ft. and a Chord Bearing of N54°11'37"E and a Chord Distance 70.78 ft. to a point of Reverse Curve;  
THENCE along said reverse curve having a radius of 64.50 ft. and a length of 80.59 ft. and a Chord Bearing of N54°11'15"E and a Chord Distance of 75.45 ft. to the end of the 50.00 ft. Private Access Easement and Public Utility Easement.

SEE PAGES ONE AND THREE FOR MORE EASEMENTS

June 11, 2015

Solidago Avenue  
Entrance Street  
Page 3 of 3

LEGAL DESCRIPTION  
FOR ACCESS EASEMENT

COMMENCING at the SW Corner of said SE¼;

THENCE S89°43'11"E along the south line of said SE¼ for a distance of 889.06 ft.  
To the POINT OR PLACE OF BEGINNING;

THENCE N00°25'00"W along the center line of a 64 ft. wide Private Access Easement  
for a distance of 125.00 ft. to a point of curve which at this point the Private  
Access Easement is reduced to 50 ft. of width;

THENCE along said curve having a radius of 150.00 ft. and a chord bearing of  
N24°26'52"W and a chord distance of 122.17 ft. and an arc length  
Of 125.83 ft. to a point of reverse curve and continuing the 50.00 ft.  
Private Access Easement;

THENCE along said reverse curve to the right having a radius of 150.00 ft.  
And a chord bearing of N24°26'52"W and a chord distance of 122.17 ft.  
And an arc length of 125.83 ft. to a point of tangency and continuing  
The 50.00 ft. Private Access Easement;

THENCE along said centerline, continuing the 50.00 ft. Private Access Easement,  
N00°25'00"W for a distance of 718.55 ft. to the end of the Private Access  
Easement.

*Robert L. McCutchan*  
Robert L. McCutchan  
L.P.L.S. #153

6/11/2015  
Date  
Signed

Last Site Visit: June 2, 2015ED



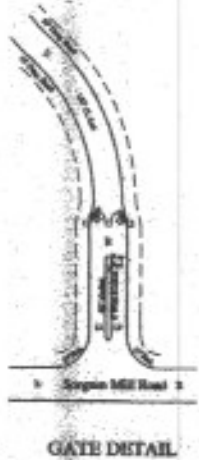


**Exhibit B**

**Survey**

**[Attached]**

**Plat of Survey (Unrecorded)**  
**SOLIDAGO RANCH ESTATES**  
 Part Of The SE1/4 Section 2, T 14 N, R 2 W, LM.  
 To The City of Edmond, Oklahoma County, Oklahoma



**ORIGINAL LEGAL DESCRIPTION FOR TOTAL PROPERTY**

A Part of the Southeast Quarter (SE1/4) of Section Two (2), Township Fourteen North (T14N), Range Two West (R2W) of the Indian Meridian in Oklahoma County, Oklahoma and being more particularly described as follows:

**CORNER** At the NW Corner of said SEC 2, a point being 100.00 ft. to the Point of Beginning.

**THENCE** S89°47'11"W along said West Line for a distance of 100.00 ft. to a point being 100.00 ft. to the north line of said SEC 2.

**THENCE** S89°47'11"W and parallel with the north line of said SEC 2, for a distance of 100.00 ft. to a point being 100.00 ft. to the north line of said SEC 2.

**THENCE** S89°47'11"W and parallel with the north line of said SEC 2, for a distance of 100.00 ft. to a point being 100.00 ft. to the north line of said SEC 2.

**THENCE** S89°47'11"W and parallel with the north line of said SEC 2, for a distance of 100.00 ft. to the Point of Beginning.

**CERTIFICATE OF SURVEY**

I, Robert L. McElroy, a Licensed Professional Land Surveyor in the State of Oklahoma, do hereby certify that a careful survey was performed under my supervision of the property described and that the other requirements herein stated are the true and correct survey of the same.

*Robert L. McElroy*  
 Surveyor  
 L.S. 191

**FLOOD CERTIFICATE**

In accordance with the Flood Insurance Rate Map for the City of Edmond, Oklahoma, Community Flood # 400222, 400223, 400224, and 400225, the property is located in Zone "X" (area designated to be within the 500 year flood zone).

**SURVEYOR'S NOTES:**

1. This document meets or exceeds present Minimum Technical Standards set by State Statute.
2. North for Bearings - City of Edmond, Okla. GPS monument located - 400222.
3. Zone line for the survey is the line of SEC 2, Section 2, Township 14 North, Range 2 West.

**CURVE DATA**

Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
1.	100.00	138.66	48°54'54"	N89°47'31"W	154.90
2.	100.00	138.40	48°53'36"	N89°47'30"W	153.54
3.	64.00	80.81	71°36'21"	S89°47'31"E	76.47
4.	64.00	75.80	71°36'27"	S89°47'30"E	70.79
5.	64.00	75.80	71°36'15"	N89°47'31"E	70.78
6.	64.00	80.56	71°36'30"	N89°47'31"E	76.46

100' 0" 200' 0" 400' 0" 800' 0' 1600' 0'



**PLAT OF SURVEY (UNRECORDED)**

**MAPCO ENGINEERING & ASSOCIATES**  
 14000 WEST 10TH AVE. SUITE 100 EDMOND, OK 73116  
 (405) 248-0000 FAX (405) 248-0001  
 TOLL FREE (800) 871-0000

**Exhibit C**

**By-Laws of  
Solidago Ranch Estates Homeowners  
Association, Inc.**

[Attached]

**BY-LAWS  
OF  
SOLIDAGO RANCH ESTATES  
HOMEOWNERS ASSOCIATION, INC.  
An Oklahoma Not-For-Profit Corporation**

**ARTICLE 1  
DEFINITIONS**

**1.1 Definitions**

For purposes of these By-Laws, the following terms shall have the following meanings, unless the context clearly requires otherwise:

**"Association"** shall mean Solidago Ranch Estates Homeowners Association, Inc., an Oklahoma not-for-profit corporation, its successors and assigns.

**"Board"** shall mean the Board of Directors of the Association.

**"By-Laws"** shall mean these By-Laws of the Association, as such By-Laws may be amended from time to time.

**"Certificate of Incorporation"** shall mean the Certificate of Incorporation of the Association filed in the Office of the Secretary of State of the State of Oklahoma, as said Certificate may be amended from time to time.

**"Declarant"** shall mean Solidago Development, LLC, an Oklahoma limited liability company.

**"Declaration"** shall mean the Declaration of Covenants and Restrictions for Solidago Ranch Estates, as same may from time to time be amended, relating to all or part of Solidago Ranch Estates.

**"Solidago Ranch Estates"** shall mean collectively, all of the Lots and the Private Roadways comprising the as more particularly described in Exhibit A to the Declaration.

**"Lot"** shall mean any of the individual parcels of real property designated as a tract or lot on the final survey of Solidago Ranch Estates. The term Lot shall not include the Private Roadways. The ownership of each Lot shall include with it and have appurtenant the ownership of an easement for the use and enjoyment of the Private Roadways.

**"Owner"** shall mean the record owner, whether one or more persons or entities, of legal title to any Lot. The term "Owner" does not include persons or entities who hold an interest in

any Lot merely as security for the performance of an obligation nor does it include a lessee or tenant of any residence constructed on a Lot. Each Owner shall be a Owner of the Association as set forth in Article 4 of these By-Laws.

*"Private Roadways"* shall mean the right of way for the private streets located within Solidago Ranch Estates in each of which each Owner holds an easement for the common use and enjoyment.

## **ARTICLE 2**

### **NAME**

#### **2.1 Name**

The name of this corporation is SOLIDAGO RANCH ESTATES HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association"), an Oklahoma not-for-profit corporation.

## **ARTICLE 3**

### **PURPOSE**

#### **3.1 Purpose**

The purpose of the Association is to provide management, maintenance, preservation, control and rules and regulations and to enforce all mutual, common or reciprocal interests and all restrictions upon all property which may be within Solidago Ranch Estates. The purpose of the Association shall consist of exercising all power and performing all acts permitted a not-for-profit corporation under Oklahoma law to the extent the exercise of such powers and the performance of such acts are in furtherance of the Association's exempt purpose as stated herein. The Association shall not afford pecuniary gain (incidentally or otherwise) to the Owners and no part of the net earnings of the Association shall inure to the benefit of the Owners, directors, officers or other private persons, except that the Association shall have the power and authority to pay reasonable compensation for services rendered.

#### **3.2 General Administration of Lots and Private Roadways**

The administration of every Lot and the Private Roadways described in the Declaration, of which these By-Laws are a part, shall be governed by these By-Laws. All definitions and terms contained in the Declaration shall apply hereto and are incorporated herein by reference.

#### **3.3 Acceptance**

All present and future owners and tenants of any Lot, mortgagees and other persons who may use the Private Roadways or any Lot in any manner are subject to these By-Laws, the Certificate of Incorporation, the Declaration, the rules and regulations of the Association and all the



agreements and easements relating thereto. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Lot shall constitute an agreement by such owner or occupant that these By-Laws, the Certificate of Incorporation, the Declaration and the rules and regulations promulgated by the Association or its Board, as they may be amended from time to time, are accepted as conditions and covenants running with the land and will be complied with.

#### **ARTICLE 4** **LOT OWNERS**

##### **4.1    Membership in Association**

The Owner of a Lot shall automatically become a member of the Association and be subject to these By-Laws. Such membership shall terminate without any formal action by the Association whenever the Owner ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Association during the period of such ownership and membership in the Association, or impair any rights or remedies which the Owners have either through the Board or directly against such former Lot Owner or member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto. The membership shall be deemed conveyed or encumbered with the Lot even when such interest is not expressly mentioned or described in the conveyance or other instrument.

##### **4.2    Annual Meetings**

The annual meeting of the Owners shall be held at such place and time as designated by the Board on the second (2nd) Tuesday of February of each calendar year or at such other date and time as designated by the Board. At said annual meeting, the directors shall be elected in accordance with the requirements of Article 5 of these By-Laws, reports of the affairs of the Association shall be considered and any other business may be transacted which is within the powers of the Owners to transact. In the event the annual meeting is not held, or the directors are not elected thereat, the directors may be elected at a special meeting held for that purpose.

##### **4.3    Special Meetings**

A special meeting of Owners of the Association shall be promptly called by the Board upon the vote for such a meeting by a majority of a quorum of the Board or upon receipt of a written request therefor signed by Owners representing twenty-five percent (25%) of the total Lots in Solidago Ranch Estates.

##### **4.4    Notice of Meetings**

The Board shall give written notice of regular and special meetings to Owners by mailing a notice to each Owner which shall specify the place, day and hour of the meeting and in the case of a special meeting, the nature of the business to be undertaken. Except in the case of a emergency, notice shall be mailed to each Owner at least ten (10) days prior to the meeting.

#### 4.5 Voting

Voting on all issues before the Owners shall be on a per Lot basis with each Lot entitled to one vote, regardless of the number of owners of such Lot. An affirmative vote of a majority of the Lots having an owner present, in person, shall be required to transact the business of the Owners, except wherein the Declaration, the By-Laws or by law a higher percentage vote is required.

#### 4.6 Quorum

Except as otherwise provided in these By-Laws, the presence in person, of the Owners of at least one-third (1/3) of the total number of Lots shall constitute a quorum at all meetings of the Owners. The Owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum.

#### 4.7 Adjournment

In the absence of a quorum at the commencement of an Owners' meeting, a majority of the Lots, whose owner is present in person may adjourn the meeting to another time, but may not transact any other business. Any meeting adjourned for lack of a quorum shall be continued to a date not less than five (5) and not more than thirty (30) days from the original meeting date. The quorum for such a reconvened meeting shall be one-third (1/3) of the total voting power of the Owners.

### **ARTICLE 5** **BOARD OF DIRECTORS**

#### 5.1 Number and Term of Directors

The Board shall consist of at least two (2) but no more than three (3) directors, each of whom shall be a Lot owner or an agent of Declarant (while Declarant remains an owner of one or more Lots). The initial directors shall be appointed by the Declarant. The terms of the initial directors shall be as follows: one (1) director shall hold office for a period of one (1) year and two (2) directors shall each hold office for a period of two (2) years. Thereafter, all subsequently appointed directors shall be appointed according to these By-Laws and shall hold office for a period of two (2) years. So long as the Declarant owns one or more Lots, the Declarant shall be entitled to elect at least two (2) directors, each of whom are not required to be Lot owners. After the Declarant has conveyed all Lots, Declarant shall no longer be entitled to elect any directors. Thereafter, all subsequently elected directors shall be Lot owners.

#### 5.2 Resignation

Any director may resign at any time by giving written notice to the Board or the Secretary of the Association. Any resignation shall take effect upon receipt or at the time

specified in the notice. Unless the notice specifies otherwise, the effectiveness of the resignation shall not depend upon its acceptance.

### 5.3 Removal

Any individual director may be removed from office, with or without cause, by an affirmative vote of at least two-thirds (2/3) of the Owners at the annual or any special meeting of the Owners. Provided, however, the removal of a director appointed by Declarant must be approved by the Declarant before such removal becomes effective.

### 5.4 Vacancies

Any vacancy or vacancies on the Board may be filled by the affirmative vote of a majority of the remaining directors, even though less than a quorum, or by a sole remaining director. A vacancy or vacancies on the Board shall be deemed to exist in case of the death, removal or resignation of any director or if the Owners fail to elect the full authorized number of directors. Each director appointed to fill a vacancy on the Board shall hold office until his or her death, removal or resignation or until the term for such position is completed in accordance with these By-Laws, whichever occurs first.

## ARTICLE 6 MEETINGS OF THE BOARD OF DIRECTORS

### 6.1 Annual and Regular Meetings

The annual meeting of the Board shall be held immediately following the annual meeting of the Owners. Regular meetings of the Board shall be conducted at least quarterly at a time and place as may be fixed by the Board. Notice of the time and place of regular meetings shall be given to each director personally or by mail or telephone at least three (3) days prior to the day named for the meeting.

### 6.2 Special Meetings

A special meeting of the Board may be called by written notice signed by the President of the Association or by any two (2) directors other than the President. Notice shall be provided to all directors in the manner proscribed for notice of the regular meetings and shall include a description of the nature of any special business to be considered by the Board.

### 6.3 Waiver of Notice

Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice to that director. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place of the meeting.

#### 6.4 Quorum

The presence in person of a majority of the directors at any meeting of the Board shall constitute a quorum of the Board for the transaction of business and all acts done or decisions made by a majority vote of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn from time to time. At any such subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

#### 6.5 Board Meetings Open to Owners

Regular and special meetings of the Board shall be open to all owners of Lots in Solidago Ranch Estates.

#### 6.6 Managing Agent

The Board may employ a managing agent at a rate of compensation established by the Board to perform such duties and services as the Board shall authorize.

#### 6.7 Compensation

No director shall receive any compensation from the Association or Lot owners for acting as such.

#### 6.8 Liability of the Board of Directors

The directors shall not be liable to the Lot owners for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The Lot owners shall indemnify and hold harmless each of the directors against all liability arising out of contract made by the Board on behalf of the Association unless any such contract shall have been made bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible for the original Board, who are Owners of or employed by Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. Every agreement made by the Board or by the Association shall provide that the directors, or the managing agent or the manager, as the case may be, are acting only as agents for the Lot owners and shall have no personal liability thereunder (except as Lot owners) and that each Lot owner's liability thereunder shall be limited such proportion of the total liability thereunder as his interest in the Private Roadways bears to the interest of all Lot owners in the Private Roadways.

**ARTICLE 7**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**7.1 General Powers and Duties**

The Board shall have the powers and duties necessary for the administration of the affairs of the Association and/or the operation and maintenance of a first-class residential subdivision. The Board may do all such acts and things, except as prohibited by law, the Declaration or these By-Laws.

**7.2 Specific Powers and Duties**

Without limitation on the generality of the powers and duties pursuant to Section 7.1 above, the powers and duties of the Board shall include but not be limited to, the following:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, these By-Laws, duly adopted rules and regulations and supplements and amendments thereto.

(b) To take action in accordance with and to enforce the applicable provisions of the Declaration, these By-Laws and other instruments relating to the ownership, management and control of the Association and Solidago Ranch Estates.

(c) To cause the Private Roadways to be maintained and to contract for goods and/or services for the Private Roadways for the Association, subject to the limitations set forth in this Article.

(d) To contract for casualty, liability and other insurance on behalf of the Association as provided in the Declaration.

(e) To prepare budgets and financial statements for the Association as prescribed in these By-Laws.

(f) To establish and collect regular and special assessments according to the Declaration and these By-Laws and, if necessary, to record a notice of assessment and foreclose the lien against any Lot for which an assessment is not paid within thirty (30) days after the due date or bring an action at law against the owner personally obligated to pay such assessment. All reserves for capital expansion, repair and maintenance shall be transferred to and held in a trust fund or funds for such purpose and shall be expended only in the manner prescribed.

(g) To borrow money and incur indebtedness for purposes of the Association and to cause to be executed and delivered therefor in the Association's name promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation's or other evidences of debt and securities therefore, as allowed by the Declaration.



(h) To enter into a contract with a third party wherein the third party will furnish goods or services for the Private Roadways or the Association.

(i) To establish a bank account or accounts for the common treasury of the Association and for all separate funds which are required or may be deemed advisable by the Board.

(j) To select, appoint, supervise and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with law and with the Certificate of Incorporation, the Declaration and these By-Laws and to require from them security for faithful service when deemed advisable by the Board.

(k) To delegate its power to committees, officers, or employees of the Association or to a management company pursuant to a written contract as expressly authorized by the Declaration and these By-Laws.

## **ARTICLE 8**

### **OFFICERS**

#### **8.1 Officers**

The officers of the Association shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board may from time to time by elect. Each officer shall be elected by the Board and shall hold office permanently unless such officer shall sooner resign or be removed or otherwise disqualified to serve. The President and Vice President shall be also be currently serving as directors on the Board. However, the Secretary and Treasurer are not required to be currently serving as directors on the Board, but they each shall be a current Lot owner.

#### **8.2 Election**

The officers of the Association shall be elected annually by the Board. Subject to the provisions of Section 8.3 relating to the resignation and removal of an officer, each officer shall continue to serve until his or her successor is duly elected and serving.

#### **8.3 Resignation and Removal**

Any officer may be removed from office by a majority of the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignations shall take effect of the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### 8.4 Vacancies

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

#### 8.5 President

The President shall be the chief executive officer of the Association; shall preside at all meetings of the Board and the Owners; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks (unless the authority to sign checks in the ordinary course of the Association's business has been delegated to a management company as provided in the By-Laws) and promissory notes.

#### 8.6 Vice President

The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him or her by the Board.

#### 8.7 Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association, together with their addresses and shall perform such duties incident to the office of Secretary as is provided in the Declaration or these By-Laws.

#### 8.8 Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of accounts and prepare or have prepared financial statements as required in these By-Laws; and shall perform such other duties as provided by the Board. The duty of the Treasurer to receive and deposit funds and to sign checks in the ordinary course of the Association's business may be delegated to a management company as provided in these By-Laws.

#### 8.9 Compensation of Officers

No officer shall receive any compensation from the Association or Lot owners for acting as such.

**ARTICLE 9**  
**MAINTENANCE AND ASSESSMENTS**

9.1 Assessments

Pursuant to the procedures and guidelines as set forth in the Declaration, the Board shall levy, collect and enforce regular and special assessments for the operation of the Association and for management, maintenance and operation of the Private Roadways. The assessments shall be used exclusively to promote the recreation, health, safety and welfare of the residents in Solidago Ranch Estates and for improvement and maintenance of the Private Roadways for the common good of Solidago Ranch Estates. The regular assessments shall include the establishment of an adequate reserve fund for maintenance, repairs and replacements of capital items, notwithstanding any general maintenance and repairs of the private streets and/or fire lanes or maintenance testing and repairs of all functions to the entry gate. No Lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Private Roadways or by the abandonment of a Lot by such owner.

**ARTICLE 10**  
**FISCAL YEAR, BOOKS AND RECORDS**

10.1 Fiscal Year

The fiscal year of the Association shall be designated by the Board. In the absence of such resolution the fiscal year shall be the calendar year.

10.2 Inspection of Association's Books and Records

The books of account and minutes of meetings of the Board and of committees of the Board or Association shall be made available for inspection and copying by any Owner of the Association or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a Owner at the office of the Association or at such other place as the Board shall prescribe. Such inspection may take place on weekdays during normal business hours following at least forty-eight (48) hours written notice to the Board by the Owner desiring to make the inspection. Any Owner desiring copies of any document shall pay the reasonable cost of reproduction. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

**ARTICLE 11**  
**AMENDMENT OF BY-LAWS**

**11.1 Amendment Approval**

These By-Laws may be amended by the Owners upon the approval in writing by Owners of at least two-thirds (2/3) of the total number of Lots.

**ARTICLE 12**  
**MISCELLANEOUS PROVISIONS**

**12.1 Regulations**

All owners, tenants or their employees or any other person that might use the facilities of Solidago Ranch Estates in any manner are subject to the regulations set forth in these By-Laws and to all reasonable rules enacted pursuant to the Declaration. Acquisition, rental or occupancy of any Lot shall constitute acceptance and ratification of the provisions each of the foregoing.

**12.2 Indemnity of Officers and Directors**

Each director and officer shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him by judgment or settlement in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or an officer of the Association, except in cases of fraud, gross negligence or bad faith of the director or officer in the performance of his duties.

**12.3 Committees**

The Board may appoint such committees as deemed appropriate in carrying out its purpose.

**ARTICLE 13**  
**OBLIGATION OF THE LOT OWNERS**

**13.1 Assessments**

Assessments shall be due yearly in advance on the first day of each year. After yearly assessments have been set by the Board, the Board shall prepare and deliver or mail to each Lot owner an individual statement of the Lot owner's yearly assessment; thereafter, yearly statements shall be prepared and delivered or mailed annually, or more often in the event of a change and/or if deemed desirable or necessary by the Board.

### 13.2 Basis for Assessments

The assessments made for common expenses shall be based upon the estimated cash requirements as the Board determines is to be paid by all of the Lot owners, excluding the Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alteration and improvements of and to the Private Roadways, which sum may include, but shall not be limited separately assessed, premiums for fire insurance with extended coverage and vandalism and malicious mischief (with endorsements issued in the amount of the maximum replacement value of all of the Private Roadways), casualty and public liability and other insurance premiums, landscaping and care of grounds, repair and replacement of the entrance gate, common lighting, repairs and renovations, removals of pollutants and trash collections, wages, utility charges for Private Roadways, beautification and decoration; professional fees, including legal and accounting fees, management fees, expenses and liabilities incurred by the managing agent or Board on behalf of the owners under or by reason of the Declaration and the By-Laws of the Association; for any deficit arising or any deficit remaining from a previous period, the creation of a reasonable contingency fund, reserves, working capital and sinking funds as well as other costs and expenses relating to the Private Roadways.

In the event the cash requirements for Private Roadways exceed the aggregate assessments made pursuant to this Article, the Board may from time to time and at any time make pro rata increases or decreases in the frequency of assessments. The omission or failure to fix the assessment for any period shall not be deemed a waiver, modification or a release of the owner from their obligations to pay the same.

### 13.3 Special Assessments

In addition to those assessments described in Section 13.1 above, special assessments may be made from time to time by the Board to meet other needs or to construct or establish facilities deemed of benefit to the Association and the Lot owners by the Board or to overcome deficits in the operating budgets; however, there shall be no special assessments for additions, alterations or improvements of or to the Private Roadways requiring an expenditure by the Association in excess of Ten Thousand Dollars (\$10,000.00) in any single calendar year without the prior approval of the majority of the Lot owners. Such limitations shall not be applicable, however, to special assessments for the replacement, repair, maintenance or restoration of any portion of the Private Roadways which are to be paid by the Association according to the Declaration and these By-Laws.

### 13.4 Owner's Personal Obligation for Payment of Assessments

The amount of total assessments against such Lot shall be the personal and individual debt of the owner thereof. The Board shall have the responsibility to take prompt action to collect any unpaid assessment in accordance with the terms of the Declaration.

### 13.5 Subordination of Lien

The lien of the assessments provided for herein shall be subordinate to the lien of any first lien priority real estate mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

However, the sale or transfer of any Lot which is subject to any mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

The undersigned, being the Declarant and all the directors appointed by Declarant and the incorporators of the corporation, pursuant to the Declaration of Covenants and Restrictions of Solidago Ranch Estates Homeowners Association, Inc. and the Certificate of Incorporation, do hereby certify the foregoing to be the By-Laws of Solidago Ranch Estates Homeowners Association, Inc. and by our signatures hereto, do hereby adopt the foregoing By-Laws as of the 16th day of April, 2015.

**"Declarant"**

Solidago Development, LLC,  
an Oklahoma limited liability company

By: \_\_\_\_\_

Gary Cox, Manager

By: \_\_\_\_\_

Sheralee Cox, Manager

**"Directors"**

By: \_\_\_\_\_

Gary Cox, Director

By: \_\_\_\_\_

Sheralee Cox, Director

By: \_\_\_\_\_

Gary Ryan Cox, Director

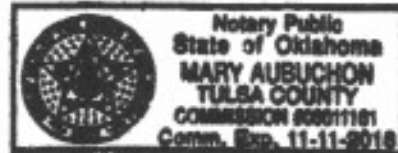


STATE OF OKLAHOMA )  
 ) ss  
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for this state on this Ninth day of March, 2015, personally appeared Gary Cox, to me known to be the identical person who executed the within and foregoing instrument as a Manager of Solidago Development, LLC and as a Director of Solidago Ranch Estates Homeowners Association, Inc., and acknowledged to me that he executed the same as his voluntary act and deed for the uses and purposes therein set forth.

*Mary E. Caluchon*  
Notary Public

My Commission Expires: 11-11-16  
My Commission Number: 080111601




STATE OF OKLAHOMA )  
 ) ss  
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for this state on this 16<sup>th</sup> day of April, 2015, personally appeared Sheralee Cox, to me known to be the identical person who executed the within and foregoing instrument as a Manager of Solidago Development, LLC and as a Director of Solidago Ranch Estates Homeowners Association, Inc., and acknowledged to me that she executed the same as her voluntary act and deed for the uses and purposes therein set forth.

  
Notary Public



My Commission Expires:  EXP. 08/2019  
My Commission Number:

STATE OF OKLAHOMA )  
 ) ss  
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for this state on this 24th day of March, 2015, personally appeared Gary Ryan Cox, to me known to be the identical person who executed the within and foregoing instrument as a Director of Solidago Ranch Estates Homeowners Association, Inc., and acknowledged to me that he executed the same as his voluntary act and deed for the uses and purposes therein set forth.

Mary E. Aubuchon  
Notary Public

My Commission Expires: 11-11-16  
My Commission Number: 08011169

