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State of Oklahoma



**DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND OWNER'S CERTIFICATE**

**FOR**

**TIMBER TRAILS  
GRADY COUNTY,  
OKLAHOMA**

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**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND OWNER'S CERTIFICATE FOR  
TIMBER TRAILS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND OWNER'S CERTIFICATE is made and entered into effective as of this 24<sup>th</sup> day of March, 2022, by the undersigned owner of land within that subdivision known as Timber Trails, Grady County, State of Oklahoma, as follows:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to create and perpetuate thereon a residential community with permanent open spaces and other common facilities for the benefit of the community; and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of open spaces and other common facilities now existing or hereafter erected thereon; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be added to such property subject to these Declarations; and,

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the development, to create an agency to which should be delegated and assigned 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; and,

WHEREAS, the Declarant has incorporated under the laws of the State of Oklahoma, as a nonprofit corporation, The Timber Trails Homeowner's Association, Inc., for the purpose of exercising these functions; and,

WHEREAS, The Timber Trails Homeowner's Association, Inc., has approved the terms of this Declaration.

NOW, THEREFORE, DECLARANT DECLARES itself to be the owner of the real property described in Article II, subdivided into "Lots", "Streets", and "Common Areas" (as defined below) under the name "Timber Trails", and herein "the Property", a subdivision of a part of Section 34, Township 9 North, Range 6 West of the Indian Meridian, Grady County, Oklahoma, as shown on the plat recorded in Book Red 8, Page 10, of the records of the Grady County Clerk, Oklahoma, and with, dedicated to public use, all the "Streets" (as defined below) within the Property as shown on such recorded plat, and also reserved for the installation and maintenance of utilities the easements also shown on such recorded plat. Title to all lands so dedicated to the public use, and to the use of persons engaged in supplying utility services to the public, is as shown in the Bonded Abstractor's Certificate on such recorded plat.

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Declarant further declares that in addition to the easements shown on the recorded plat, the "Common Areas", as defined in Section 1.2 below, may be used for public drainage and underground utility easements subject to the provisions concerning Architectural Committee review and approval contained in Article VI below.

AND DECLARANT FURTHER DECLARES that the real property described in Article II, and such additions thereto as may hereafter be made, shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (the "Covenants and Restrictions") hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any rights, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns, such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

Any other provision hereof to the contrary notwithstanding, Declarant hereby authorizes and designates The Timber Trails Homeowner's Association, Inc., hereinafter called "the Association", as its exclusive agent to act for and on behalf of Declarant hereunder for any and all purposes and to the same extent as Declarant under all of the terms hereof. Specifically, but not by way of limitation, Declarant expressly authorizes the Association to act on its behalf as an Owner hereunder, and also expressly authorizes the Association to exercise its sole discretion with respect to all those consents, approvals, reviews, decisions and other acts specified herein as within the authority of the Association.

#### ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1. "The Property" shall mean the "Property", described in Section 2.1, below, together with all additions thereto which may be added by supplemental declaration(s).

1.2. "Common Areas" shall mean those areas of land so designated on any recorded subdivision plat of The Properties and shall include the streets.

1.3. "Lot" shall mean those tracts of land so designated upon any recorded subdivision plat of The Properties.

1.4. "Street" shall mean any street, cul-de-sac, lane, drive, way, avenue, boulevard, court, circle, place, manor, terrace or other road intended for automobile traffic, as shown on any recorded subdivision plat of The Properties.

1.5. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

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1.6. **“Owner”** shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, excluding home builders, but shall not include a mortgagee unless such mortgage has acquired title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of an obligation.

1.7. **“Association”** shall mean and refer to The Timber Trails Homeowner's Association, Inc.

1.8. **“Board”** shall mean the Board of Directors of the Association.

1.9. **“Articles”** shall mean The Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

1.10. **“Bylaws”** shall mean the Bylaws of the Association which are or shall be adopted by the Board; as such the Association may from time to time amend its Bylaws.

1.11. **“Rules”** shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.

1.12. **“Occupancy”** of any Lot shall mean that point in time when the first member of the Owner’s family or anyone authorized by the Owner moves into the residential unit located thereon.

1.13. **“Member”, “Class A Member”, and “Class B Member”** shall mean those persons so defined in Sections 3.1 and 3.2, below.

1.14. **“Architectural Committee”** shall mean the Architectural Committee of the Association designated by either the Developer or the Board, at the times and for the purposes specified in Article VI below.

1.15. **“Declarant”** shall mean Silver City, LLC, an Oklahoma Limited Liability Company, with its principal place of business in Grady County, Oklahoma, the owner of the Lots within Timber Trails.

1.16. **“Developer”** shall mean Silver City, LLC, an Oklahoma Limited Liability Company, with its principal place of business in Grady County, Oklahoma.

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**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION AND  
ADDITIONS THERETO**

**2.1. The Property.** The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Grady County, Oklahoma and is more particularly described as follows:

Subdivision described as TIMBER TRAILS, a part of Section 34,  
Township 9 North, Range 6 West of the Indian Meridian, Grady  
County, Oklahoma, as shown on the plat recorded in Book Red 8,  
Page 10, of the records of the Grady County Clerk, Oklahoma.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**3.1. Membership.** Every Owner of a Lot other than a Lot which, under the provisions of Section 5.1.2, below, is exempt from assessment by the Association, shall be a member (herein called "Member") of the Association. Except for the Developer, the membership of an Owner shall become effective for all purposes upon the Owner's Occupancy or at closing of the purchase of his Lot, whichever occurs first. The Developer's membership is deemed effective upon the creation of the Association. For all new construction, the effective date of membership shall be the date the builder closed on the purchase of the Lot; or if the sale is to the individual owner, the date of the closing to such individual owner. However, in the case of a sale to a builder, the dues shall be collected at the closing of the sale from the builder to the Owner. In no event shall the initial dues exceed the amount of the annual assessment in effect at the time of closing.

**3.2. Voting Rights.** The Association shall have two classes of voting membership.

**3.2.1. "Class A".** "Class A Members" shall be all Members other than the Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership specified in Section 3.1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The Bylaws attached hereto address voting procedure in the case of multiple ownership of a Lot.

**3.2.2. "Class B".** "Class B Member" shall be the Developer which shall be entitled to three (3) votes for each Lot of which the Developer is the Owner.

**3.3. Board of Directors Selection.** The property and affairs of the Association shall be managed by a Board of Directors. The number of directors, the term of office for such directors and other matters related to the operation of the Association not otherwise addressed herein shall be set forth in the Bylaws of the Association, as they may be amended from time to time. A true and correct copy of the Bylaws adopted by the Association is attached as the Exhibit A hereto and made a part hereof for all purposes.

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**ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON AREAS**

**4.1. Members' Easements of Enjoyment.** Subject to the provisions of Section 4.3, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot. Such easement shall include the right of any Member to connect his residence with utility lines located upon the Common Areas, provided that the location and design of such connections receive the prior written approval of the Architectural Committee, and further provided that the surface of the Common Areas be promptly thereafter restored to its original condition by the Member at his sole cost and expense. Should the Member fail to restore such surface satisfactorily, as to which the judgment of the Architectural Committee shall be conclusive, the Developer, so long as the Developer holds legal title to the portion of the Common Areas involved (subject to reimbursement by the Association), and thereafter the Association, may restore such surface, the cost of which will be assessed against the Member, subject to lien, in the same manner and with the same consequences as the assessments provided for in Article V hereof.

**4.2. Title to Common Areas.** The Developer may retain the legal title to the Common Areas or any part thereof until such time as the Developer has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the Common Areas.

**4.3. Common Area Maintenance.** The Association shall control the Common Areas, including all street medians and right-of-way, landscaping and structures, thereto.

**ARTICLE V  
COVENANT FOR ASSESSMENT**

**5.1. Creation of the Lien and Personal Obligation of Assessments.**

**5.1.1.** The Declarant, for each Lot owned by it within the Property, hereby covenants, and, except as provided in Section 5.1.2 below, each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

**5.1.1.1.** Annual maintenance assessments.

**5.1.1.2.** Special assessments for capital improvements.

All such assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection

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thereof as is hereinafter provided, shall also be the personal obligation of the person or persons who was or were the Owner of such property at the time the assessment fell due.

**5.1.2.** For purposes of Section 5.1.1 only the Developer, and the Association after transfer of title to the Association, shall not be considered an Owner of any unimproved property to which Developer holds title. Property so owned by the Developer, or the Association, shall not be subject to the terms of Section 5.1.1.

**5.1.3.** As to any Owner other than the Developer, or the Association, individual liability for both annual maintenance and special assessments shall begin at that point in time when such Owner becomes a Member.

## **5.2. Purpose of Assessments**

**5.2.1.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvements, maintenance and operation of the Common Areas and of properties, services, and facilities devoted to the foregoing purposes and related to the use and enjoyment of the Common Areas.

**5.3. Annual Assessment.** Until January 1, 2023, the annual assessment shall be Two Hundred Dollars (\$200.00) per Lot.

**5.3.1.** From and after filing of this instrument, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year by a majority vote of the membership.

**5.4. Special Assessments for Capital Improvements.** In addition to the annual maintenance assessments authorized by this Article, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all Members at least ten (10) day's in advance and shall set forth the purpose of the meeting and be subject to the quorum provisions of the Bylaws of the Association attached hereto.

**5.5. Uniformity of Assessments.** Every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots.

**5.6. Date of Commencement of Annual Maintenance Assessments.** Due dates for the annual maintenance assessments provided for herein shall commence on the first day of January in each calendar year.

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Subject to the provisions of Section 3.1, the first annual maintenance assessments for each property shall be made for the balance of the calendar year and shall become due and payable at the time of closing or on the date of occupancy, whichever occurs first. The maintenance assessments for any year, after the first year, shall become due and payable on the first day of January of each year, provided, however, that the Board may provide for the payment of such assessments in periodic installments.

The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 5.3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the annual maintenance assessment shall apply to the first such assessment levied against any Lot which becomes subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment provided for in Section 5.4 hereof shall be fixed in the resolution authorizing such assessment.

**5.7. Duties of the Board.** With respect to assessments, the Board shall:

**5.7.1.** Notify all members in writing at least thirty (30) days prior to January 1 of the next calendar year that annual assessments are due and owing (however, failure to so notify any member shall not relieve that Member of the responsibility to pay the annual assessments).

**5.7.2.** Cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Member.

**5.7.3.** Upon demand at any time, furnish to any Member liable for an assessment certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**5.7.4.** Operate, manage, maintain and administer the affairs of the Association established pursuant to this Declaration filed of record in the County Clerk's Office, Grady County, Oklahoma.

**5.7.5.** To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Association in accordance with this Declaration.

**5.8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the lien; Remedies of the Association.** If any assessment is not paid on the date when due as specified herein, then such assessment shall become delinquent and shall, together with interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the

property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, trustees, successors and assigns. Notwithstanding the foregoing, the Association through the Board may elect to make the delinquent payment an ongoing personal obligation of the property owner.

If the assessment is not paid within thirty (30) day's after the delinquency date, the Owner shall be assessed a penalty in the amount of ten dollars (\$10.00) for all assessments paid more than thirty (30) days after the delinquency date but less than sixty (60) days and a penalty in the amount of fifty dollars (\$50.00) for all assessments paid more than sixty days after the delinquency date and the Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include a reasonable attorney's fee to be fixed by the court together with the costs of the action.

**5.9. Subordination of the Lien to Mortgages.** The lien on the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not, however, relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**5.10. Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

**5.10.1.** All properties to the extent of any easement or other interest herein dedicated and accepted by a local public authority and devoted to public use.

**5.10.2.** All Common Areas as defined in Section 1.2 hereof.

**5.10.3.** All properties exempted from taxation by the laws of the State of Oklahoma upon the terms and to the extent of such legal exemption, provided, however, that no land or improvements devoted to dwelling use shall be exempt from such assessments, charges or liens.

## ARTICLE VI ARCHITECTURAL CONTROL

**6.1. Building Plan Approval.** No residence, garage, outbuilding, or other structure shall be erected or placed on any Lot in the Subdivision, nor shall any alterations, exterior additions or improvements, be made on or to any existing structures located on any Lot in the Subdivision until after the blueprints, building plans, material specifications and site location drawings (the "Building Plans") shall have been approved in writing by a majority of the Architectural Committee acting at any respective time, as to compliance with these Restrictions and harmony of external design and location in relations to surrounding structures and topography. Each component of the Building

Plans or a combination of all components of the Building Plans, shall show the nature, kind, shape, height, materials and location of the proposed improvement, structure or alterations. The Architectural Committee shall have fourteen (14) days from delivery of the Building Plans to provide, in writing, either approval or disapproval of the Building Plans. In the event the Architectural Committee has neither approved, nor disapproved any proposed Building Plans within said fourteen (14) days, the Building Plans will be considered disapproved. The Architectural Committee shall have sole and complete discretion in approving and disapproving Building Plans, and the Architectural Committee's decision shall be final. One set of the approved Building Plans shall be maintained in the Architectural Committee's possession until completion of the subject construction. Provided further, that approval by the Architectural Committee of any Building Plans shall not create or impose any duties, liability or obligations upon the Architectural Committee members, or the Association, concerning the quality, fitness or habitability of the Building Plans, or of the structure or improvements to be built on the designated property. NEITHER DEVELOPER, THE ARCHITECTURAL COMMITTEE, OR THE ASSOCIATION MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR STATEMENTS OF ANY SIMILAR STANDARDS, OF THE BUILDING PLANS, OF ANY PARTICULAR BUILDER, OR ANY PARTICULAR STRUCTURE OR IMPROVEMENT.

**6.2. Fees.** No fee shall ever be charged by the Architectural Committee for the review specified in Section 6.1 or for any waiver or consent provided for herein.

**6.3. Proceeding with Work.** Construction shall begin within one (1) year of the closing of the sale for the Lot. Upon receipt of approval from the Architectural Committee, the Owner shall satisfy all conditions thereof and proceed with the approved work. Unless such work commences within three months from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 6.1. Any residential construction shall be completed within two (2) years from commencement of work, unless the Architectural Committee extends such time period in writing. If delay of more than ninety (90) days occurs during construction without the Architectural Committee's consent, which will not be unreasonably withheld, the Association may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense.

**6.4. Architectural Committee.** For the purpose of reviewing and approving all buildings and design plans, drawings and specifications for improvements to be constructed or maintained on any Lot in the Subdivision, there is hereby established an "Architectural Committee", which shall be composed of three (3) members.

**6.4.1. Developer's Architectural Committee.** The initial Architectural Committee, referred to hereafter as the "Developer's Architectural Committee" shall consist of Jay Brown and Caleb Brown. The Developer's Architectural Committee shall exist until the earlier of: i) the express resignation of the Developer's Architectural Committee members in favor of the Residents' Architectural Committee, described hereafter; or, ii) such time as the Developer has completed and sold all Lots. In the event of the death or resignation of any member of the Developer's Architectural Committee, the remaining

member or members shall have the authority to appoint successors to fill any vacancy created in the Developer's Architectural Committee.

**6.4.2. Resident's Architectural Committee Election.** The members of the Residents' Architectural Committee shall be elected by open nominations of residents of the Subdivision at a meeting specifically called for such purpose upon ten (10) days written notice given by the initial Developer's Architectural Committee, or any subsequent Resident's Architectural Committee, to all residents of the Subdivision. The Residents' Architectural Committee members shall be elected by a majority vote of the Subdivision Residents present and voting at any meeting called for such purpose, and shall serve for a term of (1) year, or until their successors are elected at any subsequent annual meeting called in like manner for the purpose of such election. Vacancies in the Resident's Architectural Committee, and each person so elected shall be a member until a successor is elected at the next annual meeting called for the purpose of electing members to the Residents' Architectural Committee.

**6.4.3. Discretion.** The judgment and determination by the Developer or the Architectural Committee on all matters which are subject to their review and/or consent shall be determined in their sole discretion, and shall be final and binding all parties.

**ARTICLE VII**  
**LAND CLASSIFICATION, PERMITTED USES, AND RESTRICTIONS**

**7.1. Lot Usage.** All Lots in the Subdivision shall be shown on the Plat, and shall be used exclusively for single family residential purposes, with the exception of show homes or field offices designated for use by Developer or other builders. There shall be only one (1) residence constructed on any Lot. No Lot shall be split, and no two (2) or more Lots shall be combined, without prior written approval of the Architectural Committee, established herein. If combining any two (2) or more Lots, or any portions of Lots, is approved, the resulting new tract shall become one Lot, and shall have only (1) residential structure constructed on the resulting new Lot. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof.

**7.2. Building Restrictions.**

**7.2.1. Residence Size.** All residences shall contain a minimum of 1700 veneer square feet living area excluding patios, porches and garages. No trailer, tent, shack, garage, barn, or other outbuilding, modular, factory built, mobile home, manufactured house, move in home, recreational vehicle or log home shall be used as a temporary or permanent residence on any Lot. Each residence shall be not more than three (3) stories in height, inclusive of any basement area. Each residence shall have not less than a two (2) car garage. Carports shall not be allowed.

**7.2.2. Roof Construction.** Roof plans and materials for specifications shall be included in the Building Plans submitted to the Architectural Committee for review and approval prior to construction. All roofs must have a minimum pitch or slope of 6/12, and shall be constructed with use of a Heritage II grade composition shingle, or comparable grade heavy composition shingle. Color shall be weathered wood or black. The Architectural Committee must specifically approve any other roof design or roofing material.

**7.2.3. Exterior Materials.** The exterior wall covering of the first floor of any residence shall consist of at least Seventy percent (70%) of brick or native rock. Other type exterior walls may be permitted if approved by the Architectural Committee. Wood or "masonite type" compatible materials of a durable variety may be used on second floor exterior of any residence.

**7.2.4. Setbacks.** Notwithstanding any building line shown on the Plat Map of the Timber Trails Subdivision, all improvements constructed on any Lot shall be at least 35 feet from the front of the lot line. All improvements constructed on any Lot shall also be at least 10 feet from any side lot line and shall be at least 20 feet from any such back lot line.

**7.2.5. Signs and Billboards.** No signs or billboards will be permitted upon the Common Areas or upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Developer. Garage sale signs shall not exceed five (5) square feet in area and shall not remain in place for more than three (3) days.

**7.2.6. Detached Structures.** Detached structures shall not be allowed on any Lot without the prior written approval of the Architectural Committee.

**7.2.7. Recreational Equipment.** All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Lots.

**7.2.8. Maintenance.** All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, patios, walkways, driveways, and other exterior improvements. The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and

to place said Lot in a neat, attractive, healthful and sanitary condition. In so doing, the Association shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any Occupant of such Lot shall be jointly and severally liable with the Owner for the payment of such costs.

**7.2.9. Landscaping.** The area of any Lot in front of residence (i.e., front yard) shall be maintained so as to be an aesthetic asset to the residence. All residences are required to have a fully sodded front yard or up to fifteen thousand (15,000) square feet of sod.

**7.2.10 Grading and Excavation.** No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any 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 may effect all necessary repairs and charge the cost of the same to such Owner.

**7.2.11. Moving Existing Buildings onto a Lot Prohibited.** No existing, erected house or detached structure may be moved onto any Lot from another location.

**7.2.12. Variances.** As to any Lot, the limitations and restrictions contained herein, may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed disapproved.

**7.2.13. Utilities.** The Owner of each Lot shall provide the required facilities to receive electric service and telephone service heading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available.

**7.2.14. Driveways.** Private driveways from any street to a residence located on any Lot shall be concrete, or other hard-surface material approved by the Architectural Committee, and shall be continuously maintained so as to avoid unsightly deterioration. No driveway shall be constructed or altered without the prior written approval of the Architectural Committee, which shall consider the location, appearance, design and materials

of said driveway and the effect which the driveway may have on drainage affecting any other Lot. Provided further, that approval by the Architectural Committee of any driveway Building Plans shall not create or impose any duties, liabilities or obligations upon the Architectural Committee members concerning any drainage onto any other Lot.

**7.2.15. Reserved for future use.**

**7.2.16. Homebuilders.** All builders must be approved by the Developer's Architectural Committee. Approved builders must at all times have on file with the Developer a current certificate of insurance with minimum coverage limits of \$1,000,000.00 for general liability. In addition the builder must provide a certificate of insurance which indicates current worker compensation coverage or a certificate of non-coverage. All builders shall require their contractors and subcontractors to supply current certificates of insurance for general liability with the same limit and worker compensation coverage or a certificate of non-coverage for worker compensation. These insurance requirements are a condition precedent to approval of any plans by the Architectural Committee, and approval will be withheld until the required insurance certificates are on file with the Developer.

**7.2.17. Fences.** All fences must be approved by the Architectural Committee prior to construction.

**7.2.18. Outbuildings.** Only one detached building, garage, shed or other outbuilding ("Outbuildings") shall be constructed or maintained on any Lot. All Outbuildings shall be constructed of new material designed for permanent exterior finish that blends and harmonizes with other buildings and residences within the Subdivision. All exterior facings of any Outbuildings, not including stone or brick, shall be painted or sealed. Steel, metal or aluminum exterior buildings shall be allowed provided the exterior finish is of colored version (i.e. no galvanized metal) attempting to match the trim colors of residence constructed on the Lot. All Outbuildings are limited to wall heights of 12 feet or less. All approaches or driveways shall meet the requirements as provided herein. All Outbuildings shall be located behind the building set-back limit lines as specified in these Restrictions and in the Plat, and shall be in the rear of any residence. Building Plans, material specifications and site location for all Outbuildings must be approved by Architectural Committee. Construction of any Outbuilding must be completed within ninety (90) days after commencement, unless such time shall be extended by the Architectural Committee. No loose debris, scrap piles, or other unsightly accumulations shall be stored outside of any building, which would be or would become unsightly and an aesthetic detriment to the residence and/or the Subdivision. All outbuildings shall not be larger than 75.00% of the finished square footage of the home with a maximum of 3000 square feet.

**ARTICLE VIII  
GENERAL RESTRICTIONS**

**8.1. Storage of Building Materials.** No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets and between the curb and the property line.



**8.2. Vacant Lots.** No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessments.

**8.3. Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

**8.4. Storage Tanks.** No tank for the storage of oil or other fluids may be maintained above the ground and outside an authorized structure on any of the Lots without the consent in writing of the Architectural Committee, except for the existing tank battery located in the Subdivision.

**8.5. Drilling.** No drilling or penetration of the surface for oil, gas, other hydrocarbons, water, or other minerals, shall be permitted without the prior written consent of the Architectural Committee.

**8.6. Boats and Trailers; Temporary Residences.** Boats, trailers or other vehicles which are not normally used as every day transportation may be kept on the premises provided that they are totally concealed from the Streets and are not visible from Neighboring Property. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman and with the prior approval in writing of the Architectural Committee. No garage or outbuilding on any Lot shall be used as a residence or living quarters.

**8.7. Clothes Drying Facilities.** No outside clothes drying or airing facility shall be visible from neighboring property.

**8.8. Treehouses, Platforms, and Antennae.** No treehouses, platforms in trees, play towers, or other similar structures or equipment, or radio or television antennae shall be visible from neighboring property, except for an 18" satellite dish, meeting FCC rules. Play towers and similar playground structures which may be visible from neighboring property may be constructed upon prior approval of the Architectural Committee.

**8.9. Motorhomes, Recreational Vehicles, Boats and Travel Trailers.** No motor homes, recreational vehicles, boats or travel trailers shall be parked and/or stored on a Lot so as to be visible from adjoining Lots and shall not be parked in front of a home overnight when loading or unloading.

**8.10. Livestock, Pets.** Raising, breeding, keeping or housing of poultry, emu's, ostriches, cattle, horses, swine, sheep, goats, or other livestock of any kind of character is prohibited in the Subdivision. Dogs, cats or other traditional household pets, not to exceed a combined total of six (6) such household pets, of which there may be not more than a total of three (3) dogs which may be kept on any Lot. Provided however, that no animals, including household pets, shall be kept, bred, or maintained for any commercial purposes. All pets will be housed and maintained in a clean orderly manner and shall be restrained, or restricted by adequate fencing, to each owner's Lot, so as

not to be a disturbance to any part of the Subdivision. Any household pet shall be on a leash while not on each owner's Lot.

**8.11. Vehicles.** No truck, semi-tractor, and/or trailer rigs, heavy equipment, trailer, other commercial vehicle, or mobile home, either self propelled, or towed, shall be parked or stored on any street, or Lot, except for temporary loading and unloading purposes. "Commercial vehicle" shall not include company cars, vans or pickups, which may bear a company logo, used in commuting to, from, or in the pursuit of a resident's employment. No boat, trailer, or recreational vehicle, passenger car, van, utility or other vehicle, either self-propelled, or towed, shall be parked or stored, on any street, except for temporary loading and unloading purposes, nor shall any tractor, boat, trailer, or recreational vehicle, either self-propelled, or towed be parked or stored on that portion of any Lot that is in front of a residence. Provided that this provision shall not preclude the temporary parking of passenger automobiles on drives or streets, as may be necessary for recreational, special or other occasional events. No inoperable vehicles shall be stored on any Lot for longer than thirty (30) days. No type of salvage yard shall be permitted within the Subdivision. No off-road or unlicensed motor vehicles shall be operated within the Subdivision.

**8.12. Waste Disposal.** Residents of the Subdivision shall dispose of all routine waste by use of municipal or commercial waste removal services. No waste shall be stored or disposed of on, in or under any Lot or within the Subdivision. No burning of household waste shall be allowed in the Subdivision.

**8.13. Antennas.** No television, radio, or other communication or signaling antennae, wiring or other apparatus shall be erected or maintained at the front of any dwelling, nor shall same be placed upon the front roof of any residence, nor stand or be supported by the front portion of any roof. Devices commonly referred to as "mini-dishes" may be erected on any main residence structure only in the manner specified in the preceding sentence. No free standing satellite dish, antennae, communication tower, or other structure for transmitting or receiving radio, television, or similar signals, shall be permitted on any Lot. Exceptions to this provision shall be allowed through written permission of the Architectural Committee for television reception when no other alternative is available.

**8.14. Business Activities.** No business or trade activity, other than a home based office business which does not involve retail traffic, interfering or inconsistent with the residential nature of the Subdivision, shall be carried upon any Lot. This prohibition shall not prohibit the Developer, or other builders, from constructing and using model, show or parade homes, or field offices.

**8.15. Offensive Activities.** There shall be no activity conducted on any Lot which is noxious offensive to the environment, or to the aesthetics or noise levels of a residential neighborhood, or which may become a nuisance or annoyance within the Subdivision.

**8.16. Tree Houses.** No tree houses or platforms in trees, play towers or other similar structures or equipment shall be located in front of any residence. No such structure shall be erected or built on any portion of any Lot that would be aesthetic detriment to the residence of Subdivision, and no such structure shall be allowed to deteriorate or exist in an unsightly manner.

I-2022-003888                      Book 6006 Pg 157  
03/24/2022 10:14am                      Pg 0139-0169  
Fee: \$78.00 Doc: \$0.00  
Jill Locke - Grady County Clerk  
State of Oklahoma

**8.17. Signage.** No commercial or business purpose sign of any kind shall be displayed to the public view on any Lot, except one (1) sign of not more than nine (9) square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during original construction and sale period.

**8.18. Easement Maintenance.** Easements for utilities or road as shown on the Plat are reserved for such purposes, and no structure, fence, plating, or other material shall be placed or permitted to remain in or on any easement which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of, obstruct or retard the flow of drainage channels in the easements.

#### **ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

**9.2. Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. It is the obligation of each Member to notify the Association of his or her current address.

**9.3. Severability.** Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect the remaining provisions which shall remain in full force and effect.


**9.4. Covenants Run With Land.** These Restrictions shall run with the land and shall be binding on the Developer, and all successors in title, and all parties residing on, or using any Lots within the Subdivision, and all agents invites or other persons claiming thereunder.

**9.5. Enforcement.** This Declaration is are for the benefit of Owners and the Association. Should an Owner violate any of the Governing Documents as defined in the Bylaws of the Association, and refuse to correct any such violation and abide by the Governing Documents after reasonable notice, then in such event, any Owner and/or the Association may institute legal proceedings to abate and correct violation of the Governing Documents. Any party found to be in violation of the Governing Documents shall pay all attorney fees, court costs, and other expenses incurred by the persons instituting legal proceedings to enforce the Governing Documents, in addition to any other damages awarded by the court in any such action. All such awards shall become a lien upon the Lot(s) of violating party, and may be enforced and collected in the same manner as provided herein and by law for other liens upon real estate.

9.6. Powers Assignable. The Developer, the Architectural Committee, and any successor thereto may appoint, assign or convey to any person, any or all of the rights, reservations, easements and privileges herein reserved to Developer and the Architectural Committee, or any on or more of them.

IN WITNESS WHEREOF, THIS DECLARATION is executed by the Declarant this 24 day of March, 2022.


SILVER CITY, LLC, an Oklahoma Limited Liability Company

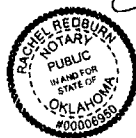
  
By: Jay Brown, Managing Member

**ACKNOWLEDGMENT**

		I-2022-003888	Book 6006 Pg 158
		03/24/2022 10:14am	Pg 0139-0169
STATE OF OKLAHOMA )		Fee: \$78.00 Doc: \$0.00	
<u>Grady</u> ) ss.		Jill Locke - Grady County Clerk	
COUNTY OF <del>OKLAHOMA</del> )		State of Oklahoma	

The foregoing instrument was acknowledged before me this 24 day of March, 2022, by Jay Brown, Managing Member of Silver City, LLC, an Oklahoma Limited Liability Company.

  
Notary Public  
Commission Number: 00006950



My Commission Expires: 4-21-2024

**EXHIBIT "A"**

**BYLAWS OF  
THE TIMBER TRAILS HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 1  
NAME AND LOCATION**

The name of this corporation is **THE TIMBER TRAILS HOMEOWNERS' ASSOCIATION, INC.** (hereinafter the "Association"), a nonprofit corporation.

**ARTICLE 2  
PURPOSE AND PARTIES**

**2.1.** The administration of the Property as described in the Plat and the Declaration of Covenants, Conditions and Restrictions of the Timber Trails Subdivision shall be controlled by the Declaration, Conditions and Restrictions and these Bylaws in accordance with the provisions of Title 60 Oklahoma, Statutes, Section 851 *et. seq.* All definitions and terms contained in the Declaration of Covenants, Conditions and Restrictions shall apply hereto and are incorporated herein by reference.

**2.2.** All present and future owners, future tenants of any lot, mortgagees and other persons who may use the Property in any way are subject to these Bylaws, the Certificate of Incorporation of The Timber Trails Homeowners' Association, Inc., the Declaration of Covenants, Conditions, Restrictions and Owners' Certificate, the Rules and Regulations of the Association, as promulgated from time to time, and all agreements and easements relating thereto ("the Governing Documents"). 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 the Governing Documents, as they may be amended from time to time, are accepted as conditions and covenants running with the land and shall be complied with.

**2.3.** 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 the Timber Trails Subdivision.

**ARTICLE 3  
LOT OWNERS**

**3.1. Membership.** Any person on becoming an owner of a lot shall automatically become a member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal action by the Association whenever such person 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 Members have either through the Board of Directors of the Association or directly against such former 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.

**3.2. Annual Meetings.** Regular meetings of members of the Association shall be held not less than annually at the addition or such other suitable place convenient to the members as may be designated by the Board. The first meeting of the Association shall be held at such time designated by the Class B directors.

**3.3. Special Meetings.** A special meeting of members 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 therefore signed by Members representing twenty-five percent (25%) of the total voting power of the Association .

**3.4. Notice of Meetings.** The Board shall give written notice of regular and special meetings to members by mailing a notice to each member 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 an emergency, notice shall be mailed to each member at least ten (10) days prior to the meeting and shall be posted in a conspicuous place on the Common Areas.

**3.5. Quorum.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of Members shall constitute a quorum at all meetings of the Members. The Members 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 Members to leave less than a quorum. An affirmative vote of a majority of the Members present, either in person or by proxy, shall be required to transact the business of the meeting except wherein the Governing Documents, the Bylaws or by law a higher percentage vote is required.

**3.6. Proxies.** At all meetings of Members, each may vote in person or by proxy. All proxies shall be in writing and filed with the secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot or upon receipt of notice by the secretary of the Board of the death or judicially declared incompetence of such Member.

**3.7. Adjournment.** In the absence of a quorum at the commencement of a Members' meeting, a majority of those present in person or by proxy 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) days and not more than thirty (30) days from the original meeting date. The quorum for such a reconvened meeting shall be twenty-five percent (25%) of the total voting power of the Association.

**3.8. Voting.** Whenever more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as those Members themselves determine and advise the secretary prior to the meeting. In the absence of such written advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it.

**3.9. Order of Business.** The order of business of all meetings of the Association shall be as follows:

- 3.9.1. Roll call and certifying proxies.
- 3.9.2. Proof of notice of meeting or waiver of notice.
- 3.9.3. Reading and disposal of unapproved minutes.
- 3.9.4. Reports of officers.
- 3.9.5. Reports of Board of Directors.
- 3.9.6. Reports of Committees.
- 3.9.7. Unfinished business.
- 3.9.8. New business.
- 3.9.9. Adjournment.

**ARTICLE 4  
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**4.1. Number and Term.** The number of Directors shall be set annually by the Members of the Association. The Board shall initially consist of four (4) directors, each of whom shall be an Member or an agent of Declarant (while Declarant remains a Member). The directors shall serve concurrent terms of one (1) year. The initial directors, who shall be appointed by the Declarant, shall serve until the first meeting of the Association; thereafter, all directors shall be elected and removed according to these Bylaws. So long as the Declarant owns one or more lots, the Declarant shall be entitled to appoint at least two (2) members of the Board who need not be an Member. After the Declarant has conveyed all Lots, the directors shall be a lot owner.

**4.2. Election of Board of Directors.**

**4.2.1. Directors During the Class "B" Control Period.** During the Class "B" control period, the directors shall be appointed by the Class B Member in its sole discretion and shall serve at the pleasure of the Class B Member until the first to occur of the following.

**4.2.1.1.** When sixty (60) lots have been sold and certificates of occupancy issued thereon and conveyed to Members other than the Declarant or a builder.

**4.2.1.2.** When in its discretion, the Class B Member so determines.

**4.2.2. Directors Subsequent to the Class B Control Period.**

**4.2.1. Nominating.** Nominations for election to the Board shall be made by written nominations at the annual meeting or at such other meeting specially called for the purpose of electing members of the Board. Each Member may list up to the number of Directors to be elected.

**4.2.2. Cumulative Voting.** Elections of Board members shall be by secret written ballot. The number of nominees equal to the number of Directors to be elected receiving the highest number of votes shall be deemed elected to the Board.

**4.3. Removal.** Unless the entire Board is removed from office by a majority vote of the Association's members, an individual director shall not be removed prior to the expiration of his term of office if the number of votes cast against his removal is greater than the quotient arrived at by dividing the total number of votes that may be cast by the authorized number of directors. No director, other than the Declarant or Declarant's agent, shall continue to serve on the Board if, during his/her term of office, he/she shall cease to be Member.

**4.4. Vacancies.** Vacancies in the Board caused by any reason other than the removal of a director by vote of the Members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a success is elected at the next annual meeting of the Association or at a special meeting of the members called for that purpose.

**ARTICLE 5  
MEETINGS OF DIRECTORS**

**5.1. Regular Meetings.** Regular meetings of the Board shall be conducted at least quarterly at a time and place within or near the Project 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 ten (10) days prior to the day named for the meeting and shall also be posted at a prominent place or places within the Common Areas.

**5.2. 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 and posted in the Common Areas in the manner prescribed for notice of regular meetings at least two (2) days prior to the Date of the meeting and shall include a description of the nature of any special business to be considered by the Board.

**5.3. 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/her of the time and place of the meeting.

**5.4. Quorum.** The presence in person of a majority of the directors at any meeting of the Board shall constitute a quorum for the transaction of business and the acts of a majority 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.

**5.5. Adjournment: Executive Session.** The Board may, with the approval of a majority of a quorum of the directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**5.6. Board Meetings Open to Members.** Regular and special meetings of the Board shall be open to all members of the Association; provided, however, members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by vote of a majority of a quorum of the Board.

**5.7. Fidelity Bonds.** The Board shall attempt to obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premium for such bonds shall constitute a common expense.

**5.8. Compensation.** No member of the Board shall receive any compensation from the Association or Members for acting as such.

**5.9. Liability of the Board of Directors.** The members of the Board shall not be liable to the Members for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The Members shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Governing Documents or these Bylaws. It is intended that the members of the Board 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 members, to contract with the Declarant and affiliated entities without fear of being charged with self dealing. It is also intended that the liability of any Member arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability there under as his interest in the Common Areas bears to the interests of all the Member in the Common Areas. Every agreement made by the Board or by the managing agent or by the directors on behalf of the Association shall provide that the members of the Board, or the managing agent or the manager, as the case may be, are acting only as agents for the Members and shall have no personal liability there under (except as Members) and that each Member's liability there under shall be limited such proportion of the total liability there under as his/her interest in the Common Areas bears to the interest of all Members in the Common Areas.

**5.9.1 Indemnity of Officers and Directors.** Each director and officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him/her by judgment or settlement in

connection with any proceeding to which he may be a party or in which he/she may become involved by reason of his/her 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/her duties.

**ARTICLE 6  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**6.1. Powers and Duties.** The Board shall have the powers and duties necessary for the administration of the Property and may do all such acts and things except as by law or by the Governing Documents or by these Bylaws may not be delegated to the Board by the Members. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties.

**6.1.1.** 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 applicable law and with the Certificate of Incorporation of The Timber Trails Homeowners' Association, Inc., the Governing Documents and these Bylaws; and to require from them security for faithful service when deemed advisable by the Board.

**6.1.2.** To enforce the applicable provisions of the Governing Documents, these Bylaws and other instruments relating to the ownership, management and control of the Project.

**6.1.3.** To adopt and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of the members and their guests thereon and to establish procedures and penalties for the infraction thereof, subject to approval of the membership.

**6.1.4.** To pay all taxes and assessments which are or could become a lien on the Common Areas or a portion thereof.

**6.1.5.** To contract for, casualty, liability and other insurance on behalf of the Association as provided in the Governing Documents.

**6.1.6.** To cause the Common Areas to be maintained and to contract for goods and/or services for the Common Areas for the Association, subject to the limitations set forth herein.

**6.1.7.** To delegate its powers to committees, officers or employees of the Association or to a management company pursuant to a written contract.

**6.1.8.** To prepare budgets, financial statements and tax returns for the Association as prescribed in these Bylaws.

**6.1.9.** To initiate and execute disciplinary proceedings against members of the Association for violations of the provisions of the Governing Documents, these Bylaws and such rules as may be promulgated by the Board in accordance with procedures set forth in these Bylaws.

**6.1.10.** To enter upon any privately owned lot as necessary in connection with inspection, construction, maintenance, enforcement or emergency repair for the benefit of the Common Areas.

**6.1.11.** To borrow money and incur indebtedness for purposes of the Association and to cause to be executed and delivered therefore in the Association's name promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore.

**6.1.12.** To fix and collect regular and special assessments according to the Governing Documents and these Bylaws 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 Member 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 established by a vote of a majority of members and shall be expended only in the manner prescribed.

**6.1.13.** To prepare and file annual tax returns with the Federal Government and the State of Oklahoma and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Association for any taxable year shall meet the following limitations and restrictions.

**6.1.13.1.** At least eighty percent (80%) of the gross income of the Association for any taxable year shall consist solely of amounts received as membership dues, fees or assessments from Members.

**6.1.13.2.** At least ninety percent (90%) or more of the expenditures of the Association for any taxable year shall be for the acquisition, construction, management, maintenance and care of the Association's Property.

**6.1.13.3.** No part of the net earnings of the Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of the Association Property and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any private individual.

**6.2. Limitation of the Board's Power.** Except with the majority vote of the members or written assent of a majority of the voting power of the Association residing in members other than Declarant, the Board shall be prohibited from taking any of the following actions;

**6.2.1.** Incurring aggregate expenditures for capital improvements to the Common Areas in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

**6.2.2.** Selling during any fiscal year Property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

**6.2.3.** Paying compensation to directors or to officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

**6.2.4.** Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Areas or the Association for a term longer than one (1) year with the following exceptions:

**6.2.4.1.** Management contract.

**6.2.4.2.** A contract with public utility company if the rates charged for the materials or services are regulated by the Corporation Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

**6.2.4.3.** Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits for short rate cancellation by the insured.

## **ARTICLE 7 OFFICERS AND DUTIES**

**7.1. Enumeration and Term.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board; a secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign or shall be removed or otherwise disqualified to serve.

**7.2. Election of Officers.** Except as to the initial officers who shall be elected by the Board appointed by the Declarant as herein provided, the election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

**7.3. 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 on 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.

**7.4. 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/she replaces.

**7.5. Multiple offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to this Article.

**7.6. Duties.** The duties of the officers are as follows:

**7.6.1. President.** The president shall preside at all meetings of the Board and the Association (members); 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 these Bylaws) and promissory notes.

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

**7.6.3. Secretary-Treasurer.** The secretary-treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses; receive and deposit in appropriate bank accounts all moneys 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 Bylaws; and shall perform such other duties as provided by the Board. The duty of the secretary- 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 Bylaws.

**7.7. Compensation of Officers.** No officer shall receive any compensation from the Association or Members for acting as such.

## ARTICLE 8 MAINTENANCE AND ASSESSMENTS

Pursuant to the procedures and guidelines as set forth in the Governing Documents, 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 Common Areas. The assessments shall be used exclusively to promote the recreation, health, safety and welfare of all residents in the entire Association. Regular assessments shall include an adequate reserve fund for maintenance, repairs and replacements of the Common Areas.

**ARTICLE 9  
DISCIPLINE OF MEMBERS: SUSPENSION OF RIGHTS**

The Association shall have no power to cause a forfeiture or abridgment of an Member's right to the full use and enjoyment of his individually owned lot on account of a failure by the Member to comply with provisions of the Governing Documents, these Bylaws or of duly enacted rules of operation for the Common Areas and facilities, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the Member to pay assessments levied by the Association. Notwithstanding the foregoing, the Board shall have the power to impose reasonable monetary penalties, temporary suspensions of an Members' rights as a member of the Association or other appropriate discipline for failure to comply with the Governing Documents, these Bylaws or duly enacted rules; provided that an Member subject to such possible penalties shall be given reasonable notice and the opportunity to be heard by the Board with respect to the alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such penalties shall be according to a schedule of penalties related to specific offenses, which schedule shall be proposed by the Board and approved by the vote or written assent of a majority of the voting power of each class of membership. Such penalties shall bear a reasonable relationship to the conduct for which the penalty is imposed and may only be imposed prospectively.

**ARTICLE 10  
BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS**

**10.1. Budgets and Financial Statements.** Financial statements for the Association shall be regularly prepared and copies shall be distributed to each member of the Association as follows:

**10.1.1.** A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year.

**10.1.2.** A balance sheet (as of an accounting day which is the last day of the month closest in time to twelve (12) months from the date of closing of the first sale of a lot in the Project to an individual buyer) and an operating statement for the period from the date of the first closing to the said accounting date shall be the date of the first closing to the said accounting date shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the lot and the name of the Member assessed.

**10.1.3.** A balance sheet as of the last day of the Association's fiscal year and operating statement for said fiscal year shall be distributed within ninety (90) days after the close of the fiscal year.

**10.1.4.** In the event a holder, insurer or guarantor of any first mortgage that is secured by a lot in the Project submits a written request therefore, the Association will provide an audit statement for the preceding fiscal year.

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

**10.3. Inspection of Association's Books and Records.** The membership register, books of account and minutes of meetings of the members, of the Board and of committees of the Board or Members, Association shall be made available for inspection and copying by any member of the Association shall be made available for inspection and copying by any member of the Association or by his/her duly appointed representative at any reasonable time and for a purpose reasonably related to his/her interest as a member at the office of the Association or at such other place within the Project as the Board shall prescribe. Such inspection may take place on weekdays during normal hours following at least forty-eight (48) hours written notice to the Board by the member desiring to make the inspection. Any member 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 BYLAWS**

Except as may be provided otherwise in these Bylaws, the Bylaws may be amended by a vote or written assent of Members of at least two-thirds (2/3rds) of the Owners. Each of the particular requirements set forth in Title 60 Oklahoma Statutes, Sections 851 through 855, inclusive, as it now reads or may be hereafter amended shall always be embodied in the Bylaws. Such modification or amendment shall not become operative unless set forth in an amended Declaration of Covenants, Conditions and Restrictions and duly recorded in the office of the County Clerk of Grady County, Oklahoma.

*JR*  
The aforementioned document refers to all lots 1-8  
Block 1 Timbertrails addition, Grady County Oklahoma

1-2022-003888                      Book 6006 Pg 169  
03/24/2022 10:14am                      Pg 0139-0169  
Fee: \$78.00 Doc: \$0.00  
Jill Locke - Grady County Clerk  
State of Oklahoma