

***CLASSEN GLEN CONDOMINIUMS OWNERS' ASSOCIATION, INC.***

***12020 N Pennsylvania Avenue  
Oklahoma City, OK 73120  
Ph: 405-236-4747 Fax: 405-752-4403***

**Association Information**

**Revised 8/12/2016**

Classen Glen Condominiums which are governed by the Classen Glen Condominiums Owners' Association, Inc. Each dwelling unit in Classen Glen is individually owned. When the units are purchased, each Owner agrees to abide by certain rules and regulations found in the Declaration of Covenants and Restrictions, which are established to provide for structure and harmony at Classen Glen. These rules contain a brief description of the operation of the Classen Glen Condominiums Owners' Association, Inc. (hereinafter "Association")

**Rules & Regulation**

**Residents:** The term "resident" is defined as any person living at Classen Glen Condominiums Owners' Association, Inc. This includes Owners, renters, guest and family members.

**Relationship of the Rules and Regulations to the Declaration and By-laws:** These rules are provided by the Classen Glen Condominiums Owners' Association, Inc. and have been approved by Board of Directors. However, the rules are not intended as a substitute for the Declarations of Covenants and Restrictions or the By-laws of the Classen Glen Condominiums Owners' Association, Inc. If any rule in this book contradicts the Declarations of Covenants and Restrictions and By-laws of the Association, the Declarations of Covenants and Restrictions and By-laws of Classen Glen Condominiums Owners' Association, Inc. shall govern.

**Organization Structure:** The Classen Glen Condominiums Owners' Association, Inc. is a not-for-profit corporation, incorporated under the laws of the State of Oklahoma. The Association is charged with maintaining the common area, a portion of the exterior of the dwellings, and the day-to-day operations of Class Glenn. The authority for doing this is provided in the Declarations of Covenants and Restrictions that run with the land. Each Owner agrees to these rules and regulations upon purchase of their dwelling unit. The rules and regulations of the Association are adopted, from time to time, by a majority vote of the Board of Directors.

**The Board of Directors:** The Board must consist of at least three (3) members but can have no more than five (5). A Nominating Committee may be appointed by the Board of Directors, consisting of existing Directors or Association members who are not on the Board, to present a list of candidates thirty (30) days before the Annual Meeting to the Board of Directors. Members may submit names of candidates other than those submitted by the nominating committee at least thirty (30) days prior to the election to the Board of Directors. If no nominations are presented by the Nominating Committee or members, nominations are accepted from the floor, at the election. The persons elected serve for three (3) years and have staggered terms. Directors cannot receive compensation for their services. Directors can be removed from office by the Owners. The Board of Directors can replace Board

members who vacate their directorship until the next Annual Meeting. Should a Board member miss three consecutive meetings, they will be removed from the Board of Directors.

**Responsibilities expected of Board Members:**

- Attend monthly Board meetings. (miss three consecutive meetings, automatic removal from the Board of Directors)
- Attend emergency Board meetings when necessary.
- Be prepared for all Board meetings, i.e. having reviewed material mailed or emailed to you prior to Board meeting and bringing that information with you.
- Respond to all e-mails or phone calls in a timely manner.
- Dues and Assessments must be current or automatic removal from the Board of Directors.

**Powers and Duties:** The Board of Directors is given the power to establish rules governing the use of all common areas, the facilities of Classen Glen, and the personal conduct of members and guests thereon and to establish penalties for noncompliance of those rules.

The Board shall also have the power to suspend voting rights, and the power to suspend the right to the use of facilities of Owners or residents who are delinquent in dues or assessments. The dues or assessments are prescribed in the Declarations of Covenants and Restrictions, and are as follows: Monthly dues vary according to the size of the unit and are due and payable on the 1<sup>st</sup> of the month. A late fee of 15% annum is added if dues are received after the 16<sup>th</sup> of the month.

The Board, further, shall have the power to employ a manager or contractors and to prescribe duties for each.

**The Management Company for the Association is:**

Michael Biddinger Real Estate, Inc.  
12020 N. Pennsylvania Avenue  
Oklahoma City, Oklahoma 73120  
Phone No. 236-4747 Fax No. 752-4403

Copies of the Classen Glen Covenants, Conditions and Restrictions; By-Laws, and House and Pool Rules may be found on the MICHAEL BIDDINGER REAL ESTATE, INC. website at [www.propertyokc.com](http://www.propertyokc.com) go to the "HOA Information" button.

**For Emergencies:** Call 236-4747. Ext. 59, this activates a pager to a property manager.

PROPERTY MANAGER: Teresa Ralls at Michael Biddinger Real Estate, Inc.  
Telephone: 236-4747 Ext. 29  
E-mail: [tralls@propertyokc.com](mailto:tralls@propertyokc.com)

Office Hours: Monday through Friday  
8:00 am - 5:00 pm

The duties of the Board of Directors shall be to keep proper records of the Association and to present them to its members. The Directors shall supervise all officers, agents and employees of the Association. It is the duty of the Board to fix assessments or dues for each lot and to foreclose the lien against any property on which assessments are not paid. The Board shall procure and maintain insurance on the land and buildings and bond any employee having fiscal responsibility.

Books and records of the Association are open to any Owner during reasonable business hours at the office of the Management Company.

### **Insurance:**

- The Association shall maintain comprehensive replacement cost property (building or dwelling unit coverage) insurance and liability insurance for the common area and dwelling units of Classen Glen Condominiums Owners' Association, Inc. insurance policies do not cover the personal property of owners or residents. The liability insurance of the Association does not cover owners or residents.
- The Association's replacement cost property insurance has a \$5,000.00 deductible per occurrence.
- **Owners need to acquire their own liability insurance, personal property and contents insurance and sufficient building coverage insurance to cover the Association's deductibles and any improvements to the dwelling unit which may exceed original construction and building specifications.**
- Residents, who are not owners, need to acquire their own liability insurance and personal property and contents insurance.
- Loss Prevention rider can be purchased from your insurance agent. To cover HOA dues while your home is not livable. Due to a catastrophic event.
- HO-6 Rider can be purchased from your Insurance agent. To cover HOA Insurance Deductible in the event of a catastrophe.

Owners who need a certificate of insurance for their lender should contact the Insurance Company listed below so they may acquire the appropriate certificate of insurance.

**Cole Richardson at 405-254-5600**

Below is a list of the most common responsibility for each party.

### **Items the Homeowner's are Responsible for:**

- Interior of Unit
- Common Walls
- Flower Beds
- Outside Porch lights (front & back of unit)
- Interior Ants, Roaches, Bees, Mice, and etc.

- Interior paint, sheet rock, plaster, interior non-supporting walls, floor covering, cabinets, plumbing fixtures, electrical fixtures, and appliances.
- Water lines once above sub-flooring, i.e. kitchen water line once above slab or sub-floor.
- Electrical lines once they enter the unit.
- Hot water tank and heating, ventilation, air conditioning system.
- Storm Doors
- All personal property

**Items Classen Glen is Responsible for:**

- Exterior Repairs and Replacements including roofs, siding, foundations, guttering, exterior windows, screens and doors.
- Common Areas
- Landscaping – common areas and front yards only
- Fences
- Termite Bond
- Common Area Parking Spaces and Drives
- Exterior water hydrants.
- Building Exterior spot lights.

**HOUSE RULES**

1. No article shall be placed on or in any of the Common Elements, *except* for those articles of personal property which are the common property of all of the Unit owners.
2. No vehicle (including bicycles) belonging to or under the control of any owner or a member of the owner's family, guest, or tenant of a Unit owner shall be parked in such manner as to impede or prevent ready access to any entrance or exit from the project. Vehicles (including bicycles) shall be parked within the designated parking areas. No parking in front of dumpsters in such manner as to impede or prevent collection of trash or within ten feet (10') on all sides. When entering or leaving the premises vehicles will be operated at a speed not to exceed *fifteen (15) miles per hour*.
3. No work of any kind shall be done upon the exterior building walls or upon the Common Elements by any Unit owner. Such work is the responsibility of the Association. No changes can be made in the Limited Common Elements.
4. No owner or occupant shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television, satellite dish lines, or radio antennae, transmitting or receiving, machines, or air conditioning units be installed on the exterior of the units or be installed in such a manner that they protrude through the walls or the roof of the

improvements or are otherwise visible from the ground, except as may be expressly authorized by the Association in writing.

5. At all times and, in particular, *after 10:00 p.m.*, owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises (including running appliances), and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners or occupants of other Units.
6. Disposition of garbage and trash shall be only by the use of garbage disposal units, or by use of common trash facilities. Do not leave trash outside the front door for any amount of time.
7. Dogs and cats shall be kept in such a manner so as not to disturb the other owners/occupants. If an animal becomes obnoxious to other owners/occupant, the owner or person having control of the animal shall be given a written notice by the Board of Directors to correct the problem, or if not corrected, the owner, upon written notice, will be required to remove the animal. The weight limit per pet is no more than *fifteen (15) pounds*, and, no more than *one animal* per Unit. Pets cannot be kept or bred for any commercial purpose. Animal Control will be notified to apprehend loose dogs and cats. Owners are expected to clean up after their pets. Please have respect for others and keep our grounds clean. Owners must not use areas which are frequented by people (which include the pool area and tennis court) to walk their pets. Please do not feed your pet outside your Unit as this attracts stray animals and breeds rats, mosquitoes, ants and cock roaches.
8. Any damage to the Common Elements or common personal property caused by an owner or tenant or their guests or family members shall be repaired by the Association but at the expense of that owner or tenant.
9. All drapes or drape linings or blinds visible from the exterior of any Unit shall be of a neutral, white or off-white color.
10. No garments, rugs, or any other items shall be hung from the windows, roof or any of the facades of the buildings. In addition, no outdoor clothes drying apparatus shall be allowed within the project.
11. In order that the project shall not become overcrowded, no more than five (5) persons shall occupy Units on a permanent occupancy basis. For the purpose of this paragraph, "permanent occupancy" shall be defined as any occupancy in excess of thirty (30) days not separated by intervals of at least six (6) months.
12. Owners and tenants shall abide by rules and regulations governing the use of Common Facilities.
13. A \$25.00 charge will be made for all checks returned by the bank for any reason.

14. Children must be supervised when playing in the Common Elements.
15. There will be a Twenty Dollars (\$35.00) charge for replacement of door or mail box keys.
16. Patios and walkways must be kept neat and clean at all times. No mops, buckets, unsightly furniture, storage cabinets, toys, trash bins, cigarette butts or any other item of an unsightly nature in the walkways or garage bays. If the HOA has to clean up any of the violations above there will be a \$50.00 fine per occurrence billed to the owner.

## **POOL RULES**

Hours:                      WEEKDAYS 10:00 a.m. until 10:00 p.m.  
                                    WEEKENDS 8:00 a.m. until 10:00 p.m.

### **NO LIFEGUARD OR ATTENDANT ON DUTY**

1. A cleansing bath, using warm water and soap must be taken before entering the water.
2. Number of guests shall be limited to Three (3) per Unit at one time. All guests must be accompanied by Unit resident and use these facilities at their own risk. Owners and residents are responsible for the conduct of their guest(s).
3. Social gatherings involving more than three (3) guests at any one time must be prearranged with the managing agent or the Board of Directors and approved in writing at least ten (10) days prior to the date of the event. Separate charges may be imposed for such use.
4. **Children under 13 must be accompanied by an adult at all times, and use pool facilities between the hours of 10:00 a.m. and 1:00 p.m.**
5. No glass containers shall be allowed at pool area. *Food, beer and alcoholic beverages will not be allowed at any time.*
6. Persons having skin abrasions, open blisters, cuts, any skin disease, sore or inflamed eyes, cold, nasal or ear discharge, or any communicable disease shall not be allowed in the pool. Persons that have had diarrhea in the past two weeks are prohibited in the water.
7. Spitting, spouting of water, and blowing the nose into the pool water shall be strictly prohibited.
8. No rough or boisterous play, wrestling or running shall be permitted.
9. Trash and cigarette butts shall be put in the appropriate containers provided for each use.
10. Animals shall not be allowed within the pool area at any time.

**11. Swimming alone is prohibited.**

12. Furniture other than that provided shall not be used in the pool area, nor shall such furniture be removed from pool area.
13. Radios, television sets, tape recording or playing devices, and all other similar devices are strictly forbidden in the pool area.
14. Users of the pool area are responsible for the removal of all articles brought thereto by them, including but, not limited to towels, books, and magazines, at the time they leave the pool area.