

RAINTREE VILLAS HOME OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

(Last Revised: October 4, 2017)

The Raintree Villas is a "planned unit development" or a PUD which is governed by the Raintree Villas Home Owners' Association, Inc. Each dwelling unit in Raintree 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 in the Raintree Villas. These rules contain a brief description of the operation of the Raintree Villas Home Owners' Association, Inc. (hereinafter "Association")

Residents: The term "resident" is defined as any person living at Raintree Villas Home 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 Raintree Villas Home Owners' Association, Inc. and have been approved by the 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 Raintree Villas Home 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 Raintree Villas Home Owners' Association, Inc. shall govern.

Organizational Structure: The Raintree Villas Home 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 Raintree Villas. 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 one (1) year to (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 Raintree Villas, 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 are \$159.55, \$192.72, and \$225.73 according to the size of the unit and are due and payable on the 1st of the month. A late fee of \$20.00 is added if dues are received after the 15th 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 Raintree Villas Covenants, Conditions, and Restrictions; By-Laws and Standing Rules maybe found on the MICHAEL BIDDINGER REAL ESTATE, INC. website at 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

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 Raintree Villas Home 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. Wind & hail deductible is \$25,000 per occurrence.
- **Owner's certificate 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.

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.

**Terri Hestand: 405-607-8540
CPC Insurance Company
Thestand@cpcinsurance.com
Email**

HOUSE RULES

1. **PERSONAL PROPERTY IN COMMON AREAS.** 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 unit owners.
2. **COMMON SIDEWALKS, DRIVEWAYS AND ENTRANCES SHALL NOT BE OBSTRUCTED.** Common sidewalks, driveways, and entrances shall not be obstructed or used by anyone for any other purpose other than entering and exiting units. Toys or other sporting equipment shall not be left unattended.
3. **TWO (2) PARKING SPACES PER UNIT.** Each unit is assigned TWO (2) PARKING SPACES ONLY. ONLY ONE MOTOR VEHICLE may be parked in any ONE space at a time. The exception would be the two vehicles would be allowed (end to end) on the concrete pad parking spot on the North end of the west lot and 2 motorcycles would be allowed in one parking space. All Owners, Residents, & visitors are responsible for parking between the lines. The use of visitor's parking spots is limited to visitors who will be parked in a parking space for less than 24 hours at a time. If an owner or resident has a visitor for multiple days that visitor must simply move their vehicle during the day allowing another visitor to utilize that parking space. No large commercial trucks such as moving trucks are allowed to temporarily park in any space or spaces overnight, except if permission is granted by the Board of Directors and Property Manager. Owners are liable for damage to the lot that is beyond normal wear and tear. This includes deliberate or accidental dumping of chemicals, automotive fluids and damage by trucks, moving equipment, wheel rims and any other damage directly attributed to a specific person, vehicle, or incident and is not ordinary wear and tear.
4. **NO WORK TO BE DONE TO THE EXTERIOR OF THE BUILDINGS AND COMMON ELEMENTS.** No work of any kind shall be done upon the exterior building or upon the common elements by any unit owner except work to member's unit for guttering, storm windows or other work approved by the Board of Directors. No work, changes, or improvements can be made in the exterior of the units, buildings, or common elements except after making a written request of the work to be completed to the Board of Directors and receiving the written approval of the Board of Directors.
5. **NO TELEVISION, CABLE, SATELITTE TV, TELEPHONE EQUIPMENT OR WIRING IS PERMITTED WITHOUT PERMISSION.** No member, resident or lessee shall install, on the exterior of the unit or building, wiring for electrical, television, internet or telephone installation for any other purpose, nor shall any television or radio antennae, cable, transmitting or receiving, equipment or air conditioning units 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 with the prior written approval of the Board of Directors.

6. **LOUD OR OBJECTIONABLE NOISE.** Members, residents or lessees shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using playing or permitting to be used or played musical instruments, radios, television sets, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb owners or occupants of other units.
7. **TRASH COLLECTION, DUMPSTERS, LIMITED TO HOUSEHOLD TRASH ONLY.** The trash dumpsters are emptied once a week. The Association contract with a private trash service and the expense is included in the member's dues. The trash service is intended for normal day-to-day refuse. Any items such as furniture, appliances, mattresses, tires etc. are to be disposed of off the property by the Owner or Resident. Trash should be placed in plastic bags and tied prior to being disposed of in the dumpsters. Please be sure your trash bag is placed completely in the dumpster, not on the ground. Boxes must be collapsed before putting them into the dumpsters. Violation of the trash rules will result in fines being levied against the owner of the unit.
8. **TWO PETS PER UNIT, RULES GOVERNING PETS.** No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint to as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animals shall be kept. Cats, dogs or other animals (hereinafter for brevity termed animals) shall be kept in such a manner so as not to disturb the other owners. If an animal becomes obnoxious to other Owners, the Owner or person having control of the animal shall be given written notice by the Board of Directors or Management Company to correct the problem, or if not corrected, the Owner, upon written notice, will be required to remove the animal. The written notices provided for herein shall be issued by the Managing Agent, or, if there is no Managing Agent, then the Board of Directors. An owner must receive permission in writing from the Board of Directors or Managing Agent to keep an animal weighing more than twenty-five (25) pounds at maturity. All animals must be on a leash and accompanied by its Owner. All Owners must pick up after their pets. No pets may be permitted to run loose within Raintree. Any Owner who causes any animal to be brought or kept within the project shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as a result of the presence of such animal on the premises, whether the Association has given its permission therefore. No more than TWO household pets may be kept without the written permission of the Association. All dogs and cats must have a current licenses issued by the City of Oklahoma City. Violation of the pet rules will result in fines being levied against the owner of the unit.
9. **DAMAGE TO COMMON ELEMENTS AND BUILDINGS.** Any damage to the common elements, buildings, or common personal property caused by an Owner or an Owner's tenant, guest or family member shall be repaired by the Association, but at the expense of that Owner.

10. **DRAPES AND MINI-BLINDS.** All drapes or curtains or mini-blinds visible from the exterior of any unit shall be of a neutral, white, or off-white color.
11. **HANGING ITEMS.** No garments, rugs or any other item shall be hung from the windows, fences, roofs or any of the facades of the buildings.
12. **RETURNED CHECK CHARGE.** A twenty-five dollar (\$25.00) charge will be made to the unit owner for all checks returned by the bank for any reason.
13. **CHILDREN MUST BE SUPERVISED.** Children must be supervised when playing in the common elements. Owners and lessees are responsible for the actions of their children and guests. Any and all damages and costs shall be the responsibility of the owner of the unit.
14. **NO TEMPORARY STRUCTURES ALLOWED.** No trailer, tent, or shack shall be erected, placed, or permitted; nor shall any structure of a temporary character be used at anytime as a residence except with the prior written approval of the Board of Directors.
15. **PATIOS, SIDEWALKS AND YARDS.** Patios, sidewalks, and yards shall be kept neat and clean at all times. All Owners are responsible for the care, cleanliness, and maintenance, repair, and the replacement of all vegetation in the individual backyards of each home. This includes the care, pruning, trimming, and mowing of grass, shrubbery, flowers, and tree. The Owners shall maintain by trimming and pruning all trees and shrubbery so the trees and shrubbery does not rub or grow on fences, the sides of buildings or roofs of homes. The Owner shall not allow vines or ivy to grow on buildings or fencing. If a backyard becomes overgrown, unsightly, unclean or uncared for the Board of Directors shall issue a letter to the Owner that the Owner has thirty (30) days to comply. If the Owner does not comply, the Board of Directors will have the maintenance completed and billed back to the Owner.
16. **SIGNS AND BILLBOARDS.** No signs or billboards shall be permitted on any Unit or Common or Limited Common Element without the prior written consent of the Association. For sale and for lease signs maybe placed inside at a window and a small yard sign maybe placed in the front flower bed.
17. **VEHICLE PARKING AND STORAGE.** No trucks, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired, expired tag or otherwise presently inoperable, shall be stored or parked on Common or Limited Common Elements. If such vehicle is found, it will be stickered, given 24 hours to remove vehicle. If vehicle is not removed within the time frame, the Association will have vehicle towed at Owner's expense.
18. **VEHICLES MAY NOT BE WASHED.** No vehicles may be washed on Raintree property.

19. **VEHICLE MAINTENANCE.** Minor repair work may be completed on vehicles, provided that cleanup is done immediately upon completion. NO VEHICLES SHALL BE SET ON JACKS, BLOCKS OR OTHERWISE RAISED OFF THE GROUND OVERNIGHT.
20. **RIGHT OF ENTRY.** An owner and lessee shall and does grant the right of entry to the Managing Agent or to any other person authorized by the Association in case of an emergency originating in or threatening his Unit, whether the Owner or Lessee is present at the time or not.
21. **GARDEN HOSES AND OUTSIDE WATERING.** No garden hoses or lawn sprinklers may be left unattended. Owners and tenants should be careful to water lawns and flower beds only and not allow water to run into the parking areas and driveways. In the winter, when the temperature approaches 35 degrees or lower Owners and tenants should disconnect hoses from the hose bibs/spigots to prevent the freezing of water pipes. Violation of the hose and watering rules will result in fines being levied against the owner of the unit or the cost of any damages.
22. **NO ONE IS ALLOWED ON THE ROOFS.** No Owner or lessee is allowed on the roofs of the buildings without written permission of the Board of Directors. The Association is responsible for the replacement of second story exterior lights.
23. **SLAB LEAK INSIDE YOUR HOME.** If you have a slab leak inside your home the ASSOCIATION will perform the work, but there is a joint financial responsibility between the OWNER and the ASSOCIATION.
 1. If the slab leak is caused by a leak in the common plumbing (plumbing services for more than one home), the ASSOCIATION is financially responsible for removal of the slab and repairing the plumbing leak and replacing the slab which was removed. The OWNER is financially responsible for replacing the floor covering which was disturbed by the slab removal.
 2. If the slab leak is caused by a leak in the plumbing which is exclusive to the OWNER'S home, the ASSOCIATION is financially responsible for removal of the slab and replacing the slab which was removed. The OWNER is financially responsible for repairing the plumbing leak below and above the slab and for replacing the floor covering which was disturbed by the slab removal.

REPAIRS AND RESPONSIBILITY GUIDELINE

Not all items of individual unit owners' responsibility and the Raintree Villas Home Owners' Association, Inc. responsibility are listed. Should you have a question as to which party is responsible for repairs, please contact the property management company.

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

Items Raintree Villas Owners' Association is Not Responsible for:

- Interior of Unit
- All Doors and Storm Doors
- All Windows and Storm Windows, including screens
- Guttering
- Common Walls
- Flower Beds
- Outside Porch lights (front & back of unit)
- Interior Ants, Roaches, Bees, Mice, and etc.
- *Spigot on exterior of unit from exterior wall to inside of unit
- Foundation – slab and or conventional flooring (See Covenants and Restrictions for further details)
- Water lines once above ground i.e. kitchen water line once above slab.
- Electrical lines once they enter the unit.

Items Raintree Villas Owners Association is Responsible for:

- Exterior Repairs (Roof and siding)
- Common Areas
- Landscaping
- Fences
- Termite Bond
- Parking Spaces and Driveways
- *Foundation – unit stem wall perimeter only (see Covenants & Restrictions for further details)
- *Spigot on exterior of unit from the exterior wall out
- Building Exterior spot lights