# SYCAMORE SQUARE CONDOMINIUM OWNERS' ASSOCIATION, INC. $600~\mathrm{NW}~4^{\mathrm{TH}}~\mathrm{ST},~\mathrm{UNIT}~1,~\mathrm{OKLAHOMA~CITY},~\mathrm{OK}~73102$

## **HOUSE RULES**

These rules and regulations govern the operation, use, and occupancy of Sycamore Square Condominium, in addition to all rules and obligations created by the Declaration of Conditions, Covenants and Restrictions ("Declaration"), and the By-Laws of the Association. Each Owner shall strictly comply with the Declaration, the By-Laws, and these House Rules. *See* Declaration § 15, and By-Laws § 4.3.2. Violation of these rules will result in a fine and/or loss of privileges.

#### A. FINES

The responsible Unit Owner shall be assessed such fine as provided herein for each violation by such Owner or such Owner's family members, guests, tenants, lessees, contractors, employees, or agents. Violations not abated shall accrue such fine as provided herein daily until such time as the violation ceases.

A fine of one hundred dollars (\$100) per violation shall automatically be assessed for any violation of the Sycamore Square Condominiums Declarations, By-Laws, or House Rules. All unpaid fines shall accrue at one hundred dollars (\$100) per month, per violation, until such fines are paid in full, in addition to any other interests, charges, and/or costs applicable.

#### B. PAYMENTS

Payment for monthly assessments, fines, charges and all other assessments, other than special assessments, are due by the first day of the month.

Payments not received by the fifteenth day of the month are past due and accrue interest at the rate of fifteen percent (15%) per annum on the amount of the assessment from due date thereof.

Any unpaid assessment which remains unpaid for one (1) month from the due date for payment thereof shall be forwarded to the Association's attorney for further collection action, including suit to recover a money judgment, together with all expenses, including attorney's fees incurred.

A twenty-five dollar (\$25) charge will be made for all checks, EFTs, or ACHs returned by the bank for any reason.

# C. KEYS AND ACCESS

Unit Owners are responsible for door and mail box keys. If new keys are required, the Unit Owner should contact a qualified locksmith, at the expense of such Unit Owner.

Owners shall provide the Association a working front door key for access related to security or maintenance issues. Unit Owners shall be responsible for any charges incurred to enter any Unit that such Unit's Owner fails to provide a working key.

Lockout service for Unit Owners may be provided by the Association, at the Association's discretion and only if locksmith services are not required. Owners that requests lockout service shall be assessed \$75.00 per occurrence.

Requests for changes to the controlled access system and requests for new or additional access credentials or devices shall be made in writing to the Managing Agent. Owners will be charged any actual costs incurred by the Association (e.g., costs of an access card, costs for a door key to a common element, etc.).

#### D. PARKING

- 1. No vehicle belonging to or under the control of any Owner or a family member, guest, tenant, lessee, contractor, employee, or agent of an Owner, shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the project.
- 2. Vehicles shall be parked within designated parking areas only.
- 3. When entering or exiting the project, vehicles shall be operated at a speed not to exceed ten (10) miles per hour, unless otherwise posted.
- 4. Vehicles in violation the Declarations, By-Laws, or House Rules may be towed at the vehicle owner's expense, in addition to any fines assessed on the responsible Unit Owner pursuant to the House Rules.

#### E. COMMON ELEMENTS

- 1. No smoking is allowed in the elevators or mailroom.
- 2. Children must be supervised when in the Common Elements. Active sports such as baseball, frisbee, football, soccer, badminton, ring-a-round-the-rosy, tag, skip-rope, or the riding of bicycles, tricycles, skate-boards, skates, motorbikes, etc. are prohibited on the grounds, walks, patios and lawns adjacent to the buildings. Writing or drawing with chalk or other materials on the sidewalks or walls is prohibited.
- 3. No articles shall be placed in or on any of the Common Elements, except for those articles of personal property which are the common property of all of the Unit Owners.
- 4. 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.
- 5. No changes may be made to the Limited Common Elements, except with prior written approval of the Board of Directors.
- 6. No Owner, resident, family member, guest, tenant, lessee, contractor, employee, or agent thereof, shall install wiring for electrical or telephone installation, or for any other purpose, nor shall any television or radio antennae, transmitting or receiving machines, or air conditioning units be installed in such a manner that they protrude through the walls or the roof of any building or are otherwise visible from the ground, except as may be expressly authorized by the Board of Directors in writing.
- 7. Any damage to the Common Elements or common personal property caused by a Unit Owner or a family member, guest, tenant, lessee, contractor, employee, or agent of a Unit Owner shall be repaired by the Association, but at the expense of the responsible Unit Owner. Unit Owners shall notify the Managing Agent of any damage to the Common Elements or common personal property as quickly as practicable.
- 8. Unit Owners and occupants shall exercise reasonable care to avoid making, or permitting to be made, loud, disturbing, or objectionable noises, and in using or playing, or permitting to be used or played, musical instrument, radios, phonographs, television sets, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb Unit Owners or occupants of other units.
- 9. Disposition of garbage, trash, and recyclables shall be only by the use of garbage disposal units or by use of common trash and recycling facilities. Trash must be placed inside the common trash receptacles. Designated recyclables may be placed in the container designated for such recyclable material, as may be available from time to time. Oversized items, discarded furniture, and any item that may not lawfully be disposed of in the common trash receptacles, must be removed at the responsible Unit Owner's expense.
- 10. All drapes or drape linings visible from the exterior of any unit shall be of a neutral, white or off-white color.

- 11. No garments, rugs, or any other items shall be hung from the windows, roof or any of the facades of the building.
- 12. Patios and walkways should be kept neat. Owners may keep and use an electric or natural gas barbecue grill, provided an approved cover must be placed over portable units when not in use. Barbecue supplies shall be kept in the unit or the unit's patio storage. No wood or charcoal cooking, smoking, or grilling is allowed. Only outdoor furniture approved for such activity outdoors may be placed in the patio area. Bicycles cannot be stored on walkways.

## F. OCCUPANCY, RENTAL, & LEASING

- 1. In order that the Project shall not become overcrowded, no more than four (4) persons shall occupy any unit 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.
- 2. Where any Unit may be offered for excusive lease, rental, or occupancy of persons other than the Unit Owner thereof, such Unit Owner must provide the Managing Agent or Board of Directors a current Oklahoma State Bureau of Investigation (OSBI) background report on all adult persons that lease, rent, or otherwise occupy or reside in such unit, prior to occupancy or move-in. Failure to do so prior to any tenant's occupancy or move-in will result in Fines for each such report required and may result in potential legal action if not provided within thirty (30) days of tenancy.
- 3. Unit Owners and the family members, guests, tenants, lessees, contractors, employees, or agents of Unit Owners, shall abide by rules and regulations governing the use of the common facilities.

## G. PETS AND OTHER ANIMALS

Each cat, dog, or other animal (hereinafter for brevity termed animals) must be registered with the Board, which shall have the right to cause the Owner to remove such animal from the Property if the Board determines, in its sole judgment, that the animal is a nuisance to the Property or to any of the other Owners. Each animal shall have a "zero impact" to the Common Areas of the Property. Notwithstanding these provisions, visually impaired persons, hearing impaired persons and physically impaired persons shall be allowed to keep certified seeing-eye dogs, certified signal dogs, and certified service dogs, respectively, in their Unit. Further, nothing herein or in the By-Laws shall hinder full access to the Units and the Common Elements by persons with disabilities.

- 1. Unit Owners must receive permission in writing from the Board of Directors or Managing Agent in order to keep more than one animal or an animal weighing more than fifteen (15) pounds on the premises.
- 2. Animals shall be kept in such a manner so as not to disturb other persons or animals.
- 3. No animal may be permitted to run loose within the project. Animals must be on a leash when outside the unit of the person having control of the animal.
- 4. Animals shall not defecate or urinate in the courtyard area, and must be taken outside of the courtyard area for bodily eliminations.
- 5. The Unit Owner or person having control of the animal must pick up their animal's feces and properly dispose of it outside the courtyard area.
- 6. If an animal becomes obnoxious to other Owners, the responsible Unit Owner for such persons having control of the animal shall be given a written notice by the Board of Directors to correct the problem, and if not corrected, the Unit Owner, upon written notice, must remove the animal. The written notices provided for herein shall be issued by the Managing Agent, or, if there is no Managing Agent, then by the Board of Directors.

## H. POOL AND HOT TUB

Adult Swim: Sunday – Thursday, 6:00 a.m. until 10:00 PM

Friday – Saturday, 6:00 a.m. until Midnight

Children (Under 16): Monday – Thursday, 10:00 AM – 8:00 PM

Saturday - Sunday, Noon - 8:00 PM

1. Number of guests per Unit shall be limited to three (3) per Unit at one time. Additional guests must have approval of at least two (2) board members. All guests must be accompanied by a Unit Owner or Registered Renter, and use these facilities at their own risk.

- 2. Social gatherings involving more than three (3) guests at any one time must be prearranged with the Board of Directors or the managing agent and approved in writing by the Board of Directors at least five (5) days prior to the date of the event. Separate charges may be imposed for such use.
- 3. The pool is for the exclusive use of all Unit Owners and occupants and their guests, and the Unit Owners are responsible for the conduct of their guests.
- 4. Children under age sixteen (16) must be accompanied by the Unit Owner or Registered Renter. A responsible adult must monitor children at all times.
- 5. No glass containers shall be allowed in the pool or hot tub area.
- 6. Food, drink, and trash must be removed or placed in the containers provided, and the area cleaned.
- 7. Alcohol, smoking or use of tobacco products in the pool fenced area or hot tub is prohibited.
- 8. Sexual activity is prohibited in the pool or hot tub area.
- 9. No persons with skin abrasions, open blisters, cuts, any skin disease, sore or inflamed eyes, nasal or ear discharge, any communicable disease, or the cold, shall be allowed in the pool or hot tub.
- 10. Absolutely no urination in the pool or hot tub. Babies and small children must wear pool-approved undergarments to prevent bodily functions from occurring in the pool or hot tub.
- 11. Spitting, spouting of water, and blowing of the nose into the pool or hot tub shall be strictly prohibited.
- 12. No rough or boisterous play, wrestling, running, jumping, or diving in the pool or hot tub shall be permitted.
- 13. All personal belongings shall be removed from the pool and hot tub area when leaving the pool and hot tub area. Any item left in the pool and hot tub area will be disposed of, including, but not limited to, towels, floats, etc. Please do not bring unrelated pool items to pool (ie., toys, silly string, putty, etc.). Those items will create a hazard to the pool plumbing.
- 14. Animals shall not be allowed within the pool and hot tub area.
- 15. All persons using the pool and hot tub do so at their own risk.