

# **Cottonwood Ridge Homeowners Association**

## **OFFICIAL RULES AND REGULATIONS**

Revised and Adopted October 8, 2020

Effective October 25, 2020

### **PURPOSE AND SCOPE**

On May 19, 1981, Security National Bank and Trust as declarant recorded the First Amendment of the Declaration of Covenants and Restrictions of Cottonwood Ridge Unit Ownership Estates in the office of the Cleveland County Clerk in Book 1086 at Page 1 (as amended from time to time, the “Declaration” or “CC&Rs”) on certain real property located in Norman, Cleveland County, Oklahoma. The Declaration was recorded in order to provide for a regime of unit ownership estates on real property, which is now known as Cottonwood Ridge Condominiums. Cottonwood Ridge Homeowners Association, Inc. (the “Association” or “HOA”) was formed for the purposes set forth in the Declaration.

Pursuant to Article IX, Section 2(e) of the Declaration and Article IV, Section 3(b) and Article XI, Section 10 the annexed Bylaws, the Board of Directors of Cottonwood Ridge Homeowners Association, Inc. (the “Board”) has adopted these revised official Rules and Regulations during a special meeting on October 8, 2020. The revised Rules and Regulations supplement the Declaration and Bylaws. The Rules and Regulations have the same status of law and enforceability.

The Rules and Regulations govern the use, occupancy, and maintenance of units and the common elements by unit owners and their family members, tenants, guests, and invitees as well as the personal conduct of such persons in the complex. Additionally, the Rules and Regulations establish penalties for violations and a uniform enforcement procedure. The Rules and Regulations are intended to promote the health, safety, and welfare of all residents as well as the maximum use, enjoyment, and safety for the greatest number of residents in the community.

The Rules and Regulations are and shall be binding on all unit owners, residents, tenants, guests, visitors, and other invitees when they are present in the Cottonwood Ridge Condominiums complex. The Board has the authority to repeal or amend, in whole or in part, the Rules and Regulations, from time to time, in its sole discretion.

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## DEFINITIONS

In interpreting the Rules and Regulations, the following definitions are used:

**“Adult”** means any natural person age eighteen (18) years or older. Adults also include minors who have been emancipated by court order.

**“Association”** means the Cottonwood Ridge Homeowners Association, Inc. Where interpretation requires or permits, it also means the Board of Directors acting on behalf of the Association and/or the HOA Security Patrol acting on behalf of the Board of Directors as it has been authorized.

**“Bedroom”** means an enclosed space within a dwelling unit that is not a foyer, kitchen, bathroom, dining area, or living room, that has at least seventy square feet of floor area. Dens, studies, or other rooms which are capable of being used for sleeping quarters that contain a closet, or to which a closet could be added, can also be considered a bedroom.

**“Child”** means any natural person under the age of eighteen (18) years.

**“Citation”** means a notice of violation that imposes a penalty. A citation does not give a violator an opportunity to cure the violation.

**“Dangerous animal”** means any animal or species, including invertebrate species, that are or would be a material hazard to public health and safety should the animal escape. Dangerous animals include all animals meeting the definitions of “wild animal” or “vicious animal” provided herein.

**“Guest”** means a non-resident person who is invited to visit the unit of a resident regardless of duration of the visit. The word “guest” and the word “visitor” are synonymous as used herein.

**“Host”** means the owner or resident who invited the guest in the complex or allowed the guest into the complex.

**“House pet”** or **“generally recognized house pet”** means a domesticated animal that is widely recognized as being traditionally kept in the home primarily for the enjoyment or entertainment of its company rather than as working animals or livestock. House pets include dogs, cats, birds, fancy mice, fancy rats, rabbits, ferrets, fish, and turtles or tortoises. Amphibians and reptiles, other than turtles or tortoises, are not included in this definition and require Board approval. Any other animal not listed requires Board approval. This definition does not include service animals used to assist persons with disabilities, which is defined separately.

**“Long-term Occupant”** and **“Regular Occupant”** means any guest whose visits are more frequent than those allowed or are longer than the duration allowed under the rules. While there is difference between someone who resides in a unit long-term and someone visits on a regular basis or consistent schedule, these terms are synonymous for purposes of these rules.

**“Major violation”** means a violation that negatively impacts the ability of the Board or the HOA Security Patrol to discharge their duties, undermines the governing documents, causes a significant administration or maintenance issue, incurs additional non-nominal costs to the Association, causes a significant nuisance to other residents, or may impact the health, safety, welfare, or security of other residents.

**“Minor violation”** means a violation that generally just constitutes an annoyance or discourtesy to other residents and usually does not impact more than the immediate neighboring units in the complex, or detracts from the aesthetics of the complex, or only incurs nominal costs to the Association.

**“Marked”** or **“flagged”** means the identification of a vehicle, bicycle, or other item for treatment in a specified way (such as towing or removal) as a result of a violation and to bring attention to the violation and pending treatment by placing a temporary marker (e.g., an orange tow tag, written notice, etc.) on it.

**“Occupant”** means any person who is physically inside or present at a unit or has a legal right to possess the unit. Occupancy is not based on time inside the unit.

**“Owner”** means the person(s) holding title to a unit.

**“Permanent basis”** means the occupancy and use of a unit by a person in excess of thirty (30) days not separated by an interval of at least six (6) months.

**“Related”** means two (2) or more people who are members of the same family related by blood, by marriage, or by adoption.

**“Resident”** means any person who resides in a unit on a permanent basis. For interpretation purposes, a reference to a resident necessarily always includes tenants and includes owners when the context requires or permits.

**“Service animal”** means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual, or other mental disability. The work or task a dog has been trained to provide must be directly related to the person’s disability. Service animals are working animals and are not pets.

**“Severe violation”** means a violation that impacts or has the potential to impact the entirety of the complex, makes unintended use of the complex, significantly increases costs for or incurs costs to the Association, or which jeopardizes or could jeopardize the health, safety, welfare, or security of other residents, or maliciously or intentionally damages the property of other residents, or involves illegal or criminal activity.

**“Shopping cart”** means a four-wheeled cart made out of metal or plastic supplied by a retailer or wholesaler, especially supermarkets, for use by customers for the purpose of transporting goods within a stores interior and to its parking area.

**“Single Family”** means a family consisting of one of the following: (1) an individual; (2) two or more related persons including foster children, domestic servants, and not more than two roommates; (3) no more than three unrelated persons living together; or (4) a group home defined by 60 § 862.

**“Smoking”** means the act of inhaling and exhaling the smoke of a burned plant product such as tobacco or cannabis (also known as marijuana). Smoking also includes vaping, which is the act of inhaling and exhaling the vapor produced by an electronic cigarette, simulating smoking.

**“Strictly prohibited”** means it is a violation for which an alleged violator will not receive any warning for prior to the imposition of a fine through a citation.

**“Subsequent Violation”** means any violation of these rules and regulations occurring beyond the third instance of a particular rule being violated.

**“Vicious animal”** means a dog or other animal that bites or attacks a person, or a dog that bites or attacks and causes serious injury or death to another dog or cat while the other dog or cat is on the property or under the control of its owner, or a dog that has previously known to have bitten or attacked a person or bitten or attacked and caused serious injury or death to another dog or cat.

**“Wild animal”** means undomesticated animals including, but not limited to, all of the following animals, regardless if the individual animal has never lived independently from humans or is considered to be tamed: alligators, caimans, and crocodiles; bears; beavers; big cats such as cheetahs, leopards, lions, lynxes, panthers, mountain lions, tigers, wildcats, etc.; constrictor snakes in excess of eight (8) feet in length; canids such as wolves, foxes, coyotes, dingoes, etc.; mustelids such as badgers, otters, polecats (including European polecats and American polecats also known as black-footed ferrets), ermine, mink, martens, mongooses, wolverines, and weasels; porcupines; primates; raccoons; skunks; venomous fish and piranha; venomous snakes or lizards.

## CHAPTER 1: SECURITY

### INTRODUCTION

Safety is a priority for every community. All owners have a financial investment in this community and all residents in the community may have both loved ones and priceless possessions to protect. While the Association was not specifically created to provide security for the complex, it has become a necessity. The Board has determined that security personnel patrolling the community can help promote a sense of safety and a feeling of unity. The following rules and regulations are intended to promote increased security in the Cottonwood Ridge Condominiums community.

### 1. ASSOCIATION SECURITY

- 1.1. **HOA Security Patrol.** The Board has created the HOA Security Patrol. The HOA Security Patrol assists in monitoring the day-to-day compliance with the Association's governing documents. The HOA Security Patrol is a privately paid security company consisting of trained and armed professionals to whom the Board has delegated certain management authority, which includes the enforcement power to investigate violations of the Association's governing documents and issue notices of violation (consisting of "warnings" and "citations"). Regarding criminal activity, the HOA Security Patrol is present only to observe and report on criminal activities occurring in the complex. The HOA Security Patrol is not intended to act as or replace the municipal police. If residents encounter an emergency situation, they should immediately contact 911. If residents witness a crime, they should first contact the Norman Police Department.
- 1.2. **Identification Requests.** In order for the HOA Security Patrol to properly enforce the Association's governing documents, the HOA Security Patrol must be able to ascertain the identities of any alleged violators. The HOA Security Patrol is entitled to request any person in the complex properly identify themselves, including asking to provide a government-issued photo ID, if available, and identify the unit they reside in or are visiting. Refusal to cooperate with such requests for identification shall be deemed to be interference with the HOA Security Patrol.
- 1.3. **Interference with HOA Security Patrol.** Interfering or refusing to reasonably cooperate with the HOA Security Patrol is strictly prohibited and constitutes a major violation. No person shall interfere with the HOA Security Patrol discharging its duties by:

- (1) Obstructing its members from performing their duties;

- (2) Threatening or attempting to intimidate its members;
- (3) Refusing to properly identify themselves, including providing a false name or identity, upon request for identification;
- (4) Refusing to identify the unit in which they reside or are visiting;
- (5) Impersonating a member of the HOA Security Patrol.

Any owner or resident who either interferes with the HOA Security Patrol in discharging its duties or reasonably refuses to cooperate shall be subject to the levy of a major fine. Nonresidents shall be trespassed.

1.4. **Body Cameras.** The HOA Security Patrol personnel are equipped with body cameras, which record both video and audio. Residents are advised that when contact is made between a member of the HOA Security Patrol and an owner, resident, guest, or visitor, the encounter is being recorded. Audiovisual records obtained from the HOA Security Patrol's body cameras can and will be used as part of the evidence considered when the Board holds hearings on violations. Additionally, it may be turned over to the Norman Police Department as necessary. Body camera recordings will be made available to an alleged violator for review prior to hearing.

1.4.1. **Confidentiality of Body Camera Recordings.** Due to the fact body camera recordings may contain personal or confidential material, these recordings are not and will not be made available to members of the Association as records for inspection and copying.

1.4.2. **Legal Use and Preservation.** If required for any legal purpose, an owner or resident may request, in writing, the preservation of a body camera recording within ten (10) days of a contact with the HOA Security Patrol for the purpose of preventing spoliation of evidence or for other legal purposes. Otherwise, body camera recordings may be deleted.

1.5. **Contact Information.** The service provider for complex security is Night Vision Security. Residents may contact the HOA Security Patrol at (405) 221-8156. Security may also be contacted through the Association's website at [www.cottonwoodridgenorman.com](http://www.cottonwoodridgenorman.com)

## CHAPTER 2: REGISTRATION

### INTRODUCTION

As part of the Association's official Registration Policy, all owners, residents, and tenants are required to register with the Association. Registration is intended to assist the Board in fulfilling its responsibilities to owners and maintaining a safe and pleasant community for the residents of Cottonwood Ridge Condominiums. In conjunction with the official Registration Policy, the following rules and regulations are intended to create a registration system that obtains necessary information from all owners and residents so that the Association can effectively implement its policies and enforce its rules.

#### 1. OWNER REGISTRATION

- 1.1. **Owner Registration.** All persons who own a unit, regardless of whether they reside on the premises or not, must register certain information and present certain documents to the Association. The same information must be supplied for each person permanently residing in the unit. If the owner is a corporate entity or a trust, additional information and documentation will have to be provided to the Association regarding the corporation or trust and its representative or trustee, respectively.
- 1.2. **Owner Registration Deadline.** Owners are required to register within ten (10) days of acquiring a unit. Failure to register is a continuing violation and will subject to the violator to a major fine on the schedule of fines.

#### 2. TENANT REGISTRATION

- 2.1. **Unit Owners Must Register Tenants.** All unit owners who rent their units to tenants are required to register each of their tenants with the Association. It is the responsibility of the owners, and not the tenants, to register tenants. However, the Association reserves the right to require any unregistered tenant to self-register.
- 2.2. **Tenant Registration Deadline.** Unit owners are required to register their tenants within seventy-two (72) hours of the tenant taking physical possession of the unit. All existing tenants must be registered with the Association. The failure of a unit owner to register their tenants is a continuing violation. If the Association must register a tenant on behalf of an owner after noticing the owner of the failure to register, it is considered a non-continuing violation. Any tenant refusing to cooperate with the Board or HOA Security Patrol in registering with the Association is also a violation.

### 3. LONG-TERM AND REGULAR OCCUPANT REGISTRATION

- 3.1. **Residents Must Register Long-term and Regular Occupants.** All residents who have occupants either staying in their unit long-term or have occupants who regularly stay in their unit are required to register these individuals with the Association in order to avoid being in violation of restrictions on the duration of guest visits contained in Chapter 12, Section 1.2.
- 3.2. **Long-term and Regular Occupant Registration Deadline.** Residents must register all long-term and regular occupants prior to exceeding the time limitation imposed on guest stays by Chapter 12, Section 1.2. Even with registering these guests as occupants, at no time is a resident allowed to exceed their unit's occupancy limitations on a permanent basis as set forth in Chapter 11, Section 1 or on a temporary basis as set forth in Chapter 11, Section 2. Allowing any person to occupy their unit in excess of the limitations on guest stays, without registering them, is considered a violation and shall result in the levy of a major fine. Any unregistered nonresident person who has stayed in a unit longer than the allowed duration may be trespassed.

### 4. VEHICLE REGISTRATION

- 4.1. **Vehicle Owners Must Register Vehicle Information.** The owner of any vehicle that will be parked by a resident in the residential reserved parking lot must be registered with the Association. Once a vehicle is registered, the vehicle owner will receive a parking sticker, which must be displayed above the dashboard on the driver's side windshield. For the rules and regulations regarding vehicles, traffic, and parking in the complex, see Chapter 7: Vehicles, Traffic, and Parking.
- 4.2. **Vehicle Registration Deadline.** Residents who park a vehicle in the complex are required to register their vehicle within seventy-two (72) hours of (1) taking physical possession of their unit; (2) acquiring a new or different vehicle; or (3) within ten (10 days) after the effective date of the Rules and Regulation. Failure to timely register a vehicle may subject the resident to parking violations. For the rules and regulations regarding parking in the complex, see Chapter 7: Vehicles, Traffic, and Parking.



## 5. PET REGISTRATION

- 5.1. **Pet Owners Must Register Pets.** All residents who own and keep pets in the complex are required to register their pets with the Association. Pet owners must provide certain information and documentation as required by the official Registration Policy.
- 5.2. **Pet Registration Deadline.** Pet owners must register their pet with the Association within seventy-two (72) hours of moving in with the pet or within seventy-two (72) hours of acquiring the pet or seventy-two (72) hours of the effective date of the Rules and Regulations.

## 6. REGISTRATION FORMS AND PROCEDURE

- 6.1. **Registration Forms.** Registration forms can be found at the HOA office, on the Association's website at [www.cottonwoodridgenorman.com](http://www.cottonwoodridgenorman.com), or provided by HOA Security Patrol personnel while patrolling the complex.
- 6.2. **Registration Procedure.** Registration forms must be completed in full, with all required documentation attached thereto and submitted to the Association. Completed forms with required documents attached may be delivered to the HOA office. Additionally, registration forms, along with the required documentation, may be submitted via email to the Association at [office@cottonwoodridgenorman.com](mailto:office@cottonwoodridgenorman.com).

## 7. FALSE REGISTRATION

- 7.1. **Providing False Information.** Providing or submitting false information to the Association when registering is strictly prohibited and is considered a major violation. Errors, such as typographical errors, are not considered false information.

## 8. REGISTRATION CONFIDENTIALITY

- 8.1. **Registration Confidentiality Policy.** The information provided to the Association during registration is intended only for Association use in conducting its official business. Because some of this information may be personal and confidential in nature, these records are not available to be inspected and copied by members of the Association. Separately, as required by Article VI, Section 6(b), the Association maintains a complete list of membership that is available to all members for inspection and copying at during regular business hours.

## CHAPTER 3: INSURANCE

### INTRODUCTION

Article VI of the Declaration mandates that the Association shall keep in force general liability insurance at all times. The Association's master insurance policy covers things such as the land, common areas, and the complex's exterior physical structure. On average, maintaining the master general liability policy makes up between 18% to 21% of the Association's annual budget. Therefore, maintaining low insurance premiums is a priority for the Association.

The Association's insurance policy does not cover the interiors of units, the contents (i.e., personal property) inside of individual units, personal injuries occurring inside the unit, or theft and vandalism claims. Obtaining and maintaining insurance coverage for the interiors of units and the contents therein is the responsibility of the unit's owner or tenant occupying the unit. All owners and residents are advised to pursue and procure the appropriate insurance for their needs.

Owners are encouraged to speak with the Association's insurance professional to address any additional questions. He may be contacted as follows:

Andy Paden, CIC | Director of Practice Development  
INSURICA  
5100 N. Classen Boulevard, #300  
Oklahoma City, OK 73118  
(405) 292-6415

The following rules and regulations are intended to by governing acts that may impact the Association's insurance coverage.

#### 1. INSURANCE

- 1.1. **Acts Impacting Insurance Coverage Prohibited.** Nothing shall be done or maintained in any condominium unit or on the common elements that will increase the costs of insurance premiums or result in the cancellation of the Association's insurance policy, without prior written approval of the Board. Acts that do so are considered severe violations.

## CHAPTER 4: ARCHITECTURAL AND LANDSCAPING CONTROL

### INTRODUCTION

The role of the Architectural Control Committee for the Association is to ensure that the community's aesthetics and property values are preserved. Without an architectural control committee and standards for exterior improvements, our community can quickly decline. If you are planning to update or alter your property's interior in any way, you are required to submit an Architectural Review Application to the Architectural Review Committee. These rules and regulations govern how owners and residents maintain their units and make improvements.

### 1. BUILDING EXTERIORS

- 1.1. **Improvements and Maintenance.** No owner or resident shall perform work on, cause work to be performed on, or make any structural addition, alteration, or improvement to any building exterior or on the common elements.
- 1.2. **Painting.** No owner or resident shall paint, repaint, refinish, or otherwise decorate or change the appearance of any portion of the exterior surface of any building or other structure without prior approval of the Board. Any exterior surface in need of paint or repair should be reported to the Board.
- 1.3. **Satellite TV.** Satellite television is allowed. However, satellite dishes are not permitted to be placed on any of the common elements (e.g., roofs, fences, grounds, etc.). Satellite dishes cannot stick out of building windows. Satellite dishes are allowed on patios if not visible to the general public.
- 1.4. **Seasonal Decorations.** Holiday and seasonal decorations are permitted on the facade of the units, provided this is done in a manner not to cause damage. Seasonal decorations should not be put up earlier than thirty (30) days before the holiday and should be removed promptly after the holiday, but no later than seven (7) days. All decorations are subject to review by the Board upon complaint by any resident. The Board has the right to require any resident to remove any and all decorations upon written notification to that effect. Decorations in the common areas, other than on the facade of the units, requires the advance approval of the Board and will be considered on individual merit.
- 1.5. **Ventilation.** Washer and/or dryer venting or changes must have prior approval of the Board.

- 1.6. **Window Air Conditioners.** Window air conditioning units are prohibited.

## 2. DOORS

- 2.1. **Doors.** An exterior unit's doors must be replaced with a metal door having an eye level peephole with a 160 degree view. The door frame must be secured with four inch (4") screws conforming to the National Crime Free safety requirements.

## 3. INTERIORS

- 3.1. **Good Repair Requirement.** The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep the interiors of their units and the limited common elements they control in a clean and sanitary condition. Additionally, owners are responsible for routine pest control in their unit to prevent pest infestations and causing a nuisance to other residents. See Chapter 10, Section 3 for rules regarding pest control.
- 3.2. **Electrical Alterations.** No alterations may be made to electrical wiring without first obtaining Board approval. Any alteration approved by the Board must be performed by a licensed electrician.

## 4. LANDSCAPING

- 4.1. **Hedges.** No clipping, trimming, or other alteration of any kind shall be done to the complex's hedges by any owner, resident, or tenant.
- 4.2. **Grading.** No change in the grade of any portion of the landscaping, including but not limited to lawns and flowerbeds, may be made without prior consent of the Board.
- 4.3. **Resident Plantings.** All plantings, except annuals, require the advance approval of the Board. All plantings are subject to review by the Board. Owners and residents are responsible for maintaining their own plantings. If plantings are not maintained, the Association may maintain them at the owner's expense. Owners and residents may be required to replace dead plantings if caused by neglect. Trees and shrubs, once planted, become the property of the Association; therefore, they cannot be moved or removed without Board approval after planting. The Board has the right to require an owner or resident to remove any and all plantings at any time upon written notice to that effect. The owner or resident shall be responsible for restoring the landscaping to its original condition.

## 5. LIGHTING AND LIGHT FIXTURES

- 5.1. **Complex Lighting.** Lighting within the complex is necessary for both the security and safety of residents. It is strictly prohibited for light fixtures in common areas to be made inoperable by any person damaging or removing them or by unscrewing or removing light bulbs from inside light fixtures.
- 5.2. **Light Bulbs.** Light bulbs used in common area light fixtures must be white in color with color temperature between 2,700 and 6,500 degrees Kelvin. Colored light bulbs are prohibited; however, an exception is made for light bulbs used as seasonal decorations if Section 1.4 above is followed.

## 6. SURVEILLANCE CAMERAS

- 6.1. **Surveillance Cameras.** No person may move, cover, or obstruct any of the surveillance cameras placed by the Association or otherwise try to prevent a security camera from recording events. Interfering with the surveillance cameras is strictly prohibited.

## 7. WINDOWS

- 7.1. **Windows Coverings.** The following rules and regulations apply to window coverings:
  - 7.1.1. **Approved Window Coverings.** Only conventional window treatments may be installed or used to cover windows in the complex. Conventional window treatments include blinds, shades, shutters, curtains, or drapes. All window treatments shall be of reasonable quality and complement the property. All window treatments must be kept in good repair.
  - 7.1.2. **Prohibited Window Coverings.** Windows shall not be covered with cardboard, foil, sheets or blankets, or any other similar materials. Exceptions shall be made when a window's glazing is broken in order to accommodate the repair or replacement of the window. Any broken window must be repaired or replaced within thirty (30) days unless an exemption is obtained from the Board.
  - 7.1.3. **Window Tinting.** Window tinting may be installed, provided that the unit owner first obtains written approval from the Board.

- 7.2. **Window Screens.** The following rules apply to exterior window screens:
- 7.2.1. **Window Screen Removal.** Window screens shall not be removed from windows except for the purpose of cleaning or for other repairs and maintenances to be performed. Window screens must be replaced immediately afterward.
  - 7.2.2. **Window Screen Damage.** Damaged window screens must be repaired or replaced immediately by the owner of the unit. If the owner fails to do so in a timely fashion, then the Association shall have the repair or replacement done and the owner of the unit will be billed accordingly.
  - 7.2.3. **Window Screens Owned by the Association.** Window screens in upstairs hallways are not to be removed by anybody except by HOA personnel. These screens are the exclusive property of the Association. If a screen is missing, in poor condition, or damaged, the resident discovering its condition is required to notify the HOA office.
- 7.3. **Signs Prohibited.** Signs are prohibited from being displayed in complex windows (e.g., “For Sale” or “For Lease.”)
- 7.4. **Window Hangings Prohibited.** Nothing is to be hung from windows, including but not limited to the following: blankets, clothing, flags, laundry, rugs or carpets, and other such materials. Holiday and seasonal decorations are an exception to this rule, but must follow all provisions included in Section 1.4 above.

## CHAPTER 5: COMMON AREAS

### INTRODUCTION

In a condominium community, owners share in the ownership of certain common areas and such common areas are used by all residents. The common areas, also known as the “Common Elements,” are defined at length in Article I, Section 6 of the Declaration. The following rules and regulations govern the use of the Common Elements.

#### 1. EXTERIOR DOORS

- 1.1. **Exterior Doors to Remain Closed.** No exterior door shall be left propped open by any means or for any purpose except for brief periods of time required to move items in and out of the building. No exterior door can be removed without authorization of the Board.

#### 2. HALLWAYS

- 2.1. **No Obstructions.** Hallways in multiple unit buildings must be kept clean and unobstructed. Any items considered to be an obstruction in a hallway may be immediately removed and stored by the Association.
- 2.2. **Fire Code Compliance.** Residents must be in compliance with local fire and safety regulations.

#### 3. MAILBOXES

- 3.1. **Mailboxes.** The Association owns the mailboxes.
- 3.2. **Keys.** All owners will receive one key to their unit’s mailbox. If an owner or resident needs an additional key or replacement key made, then the cost is \$25.00 paid to the Association. The Association will not provide a key to an unregistered owner or tenant. Keys must remain in the sole possession of the owner or tenant; they cannot be given or loaned to any nonresident.

#### 4. SIDEWALKS

- 4.1. **Maintenance and Improvements.** Sidewalks cannot be altered, changed, tiled, or re-paved by any owner, resident, or tenant.
- 4.2. **No Obstructions.** All sidewalks must be kept free from any and all obstructions at all times. Any items considered to be an obstruction on a sidewalk may be immediately removed and stored by the Association.

## 5. ACTIVITIES IN COMMON AREAS

- 5.1. **Acts Prohibited, In General.** No person shall act in such a way as to limit other owners and residents and their guests from reasonably using and enjoying any of the common areas including the laundry facility, the pavilions, or the swimming pool when space is available to other residents. Individual residents or groups shall not monopolize any particular area of the common areas (e.g., a pool or the pool enclosure) and thereby limit the use or intimidate others from the full use and enjoyment of the common areas. No resident may intimidate any other residents and their guests, which would prevent them from the use and enjoyment of the common areas. Any nonresident found to be acting in such a manner may be trespassed.
- 5.2. **Child Supervision.** When playing outside in the common areas, children under the age of eight (8) years must be supervised by a parent or by another responsible adult. Children under the age of sixteen (16) years must be supervised by a parent or another adult when playing outside in the common areas after 10:00 p.m. Children age fourteen (14) or younger must be accompanied to the swimming pool by a responsible adult who acknowledges legal liability for any injury or death that may occur to a child under their supervision.
- 5.2.1. **Liability for Unsupervised Children.** The parents of a child will be held financially responsible for damages caused by failing to appropriate supervise their children while playing in the common areas.
- 5.3. **Cleaning Up.** All residents using the common areas, including the laundry facility, the pavilions, and swimming pools, are responsible for cleaning up after themselves and properly disposing of any trash or waste created by their activities.
- 5.4. **Loitering.** Loitering in the common areas is prohibited. Residents found loitering by the HOA Security Patrol may be given a verbal warning and asked to leave or move on. Refusal to cooperate after being asked to leave the common areas may result in a citation. Repeat violations may result in the imposition of a fine and/or the suspension of certain common area privileges. Any resident found in a pavilion after their pavilion privileges have been revoked will be considered trespassing. Unaccompanied nonresidents found loitering or sleeping in the common areas will be immediately trespassed.



- 5.5. **Outdoor Barbecuing.** Residents are allowed to grill or barbecue outdoors on complex grounds provided that they adhere to the following:
- 5.5.1. **Permitted Days.** All residents must obey the Cleveland County “dry weather” alerts that prohibit outdoor grilling on these days.
  - 5.5.2. **Grill Safety.** Fire codes prohibit the use of grills directly outside of any building structure (e.g., grill placed on steps or sidewalks). Grills must be stationed at least 10 feet from any building structures. Residents must use grills only on large flat surfaces that cannot burn (e.g., concrete). A grill must never be left unattended. Residents must have a water source or a fire extinguisher nearby.
  - 5.5.3. **Grill Storage.** Grills are never to be stored outside of a unit. Storing a grill outdoors will be considered a violation and common area obstruction. Any grill stored outside may be removed and by the HOA Security Patrol and stored.
- 5.6. **Yard Sales.** The following rules apply to yard sales:
- 5.6.1. **Individual Yard Sales.** Individual yard sales are prohibited.
  - 5.6.2. **Community Yard Sales.** From time to time, community yard sales may occur as allowed by the Board. Each person participating in a community yard sale is responsible for removing all their unsold property from the area used for the community yard sale. Additionally, each person participating in a community yard sale is also responsible for cleaning up around the areas which they used during the sale.

## CHAPTER 6: FACILITIES AND AMENITIES

### INTRODUCTION

The Association maintains an HOA Office, a laundry facility, pavilions, and swimming pools as facilities and amenities. These facilities and amenities are part of the common areas, but they have more specific rules governing their use in addition to the general rules found in Chapter 5, Section 6 and the smoking prohibitions in Chapter 10, Section 7.2. The following rules govern the use of the complex's facilities and amenities.

#### 1. HOA OFFICE

- 1.1. **Hours of Operation.** The HOA Office is used for Association business only. No resident may reserve or request use of the HOA Office. Due to operational changes, the HOA Office does not maintain regular hours. Except for Board meetings, the HOA Office is only open to owners by appointment. Appointments may be requested by emailing the Association at [office@cottonwoodridgenorman.com](mailto:office@cottonwoodridgenorman.com) or through its official website at [www.cottonwoodridgenorman.com](http://www.cottonwoodridgenorman.com).

#### 2. LAUNDRY FACILITY

The Association maintains a laundry facility for residents. This is a limited facility that must serve many people, so being considerate to other users is a necessity. The complex's laundry facility is available to residents on a "first come, first served" basis. No resident shall be allowed to reserve the laundry facility.

- 2.1. **Hours of Operation.** The laundry facility is available twenty-four (24) hours a day, seven (7) days a week. However, the laundry room is to be kept locked at all times.
- 2.2. **Keys.** Owners are given one key per unit to the laundry facility. Tenants should receive a key from their landlord. Extra keys or replacement keys cost \$10.00 each. If the Association changes the locks on the laundry room, then all owners will receive one replacement key free of charge. Keys must remain in the sole possession of the owner or tenant; they cannot be given or loaned to any nonresident.
- 2.3. **Laundry Removal.** Laundry room users must attend to and promptly remove all clothing from the machines as the cycle completes. Users may not leave clothes inside a machine unattended. Laundry left unattended will be considered abandoned and may be discarded by the Association.

2.4. **Laundry Machine Usage.** When using the laundry machines, all residents and their accompanied guests are expected to adhere to the following:

- (1) No tinting or dyeing clothing or fabrics in the washing machines;
- (2) No overloading the laundry machines;
- (3) After using the dryer, all users must remove and clean the lint trap and properly discard any lint collected; and
- (4) No sitting or climbing on the laundry machines.

Misuse of the laundry machines may result in the imposition of penalties including the levy of a minor fine, assessment of restitution for damages caused by misuse, and/or the suspension of privileges of using the laundry facility. Nonresidents may be trespassed.

2.5. **Posted Rules and Notice of Reservation.** In addition to the above rules, all laundry facility users must follow all of the rules posted inside the laundry facility. The Board reserves the right to implement additional rules and regulations, as deemed necessary, to govern use of the laundry facility and the machines without resorting to formally amending the published Rules and Regulations. Any additional rules and regulations will be visibly posted in the laundry facility.

### 3. PAVILIONS

The complex maintains pavilions and pergolas, which are intended for aesthetic and social purposes. Pavilions are available to residents on a “first come, first served” basis. No resident shall be allowed to reserve a pavilion.

3.1. **Hours of Operation.** Pavilions may be occupied only from 9:00 a.m. until 10:00 p.m.

#### 4. SWIMMING POOLS

Cottonwood Ridge Condominiums maintains two swimming pools for use by owners, residents, and welcome guests. **THERE IS NO LIFEGUARD ON DUTY.** All pool users swim at their own risk. The following rules and regulations govern use of the swimming pools.

- 4.1. **Hours of Operation.** Swimming pool hours are from 9:00 a.m. until 10:00 p.m. At the sole discretion of the Association, the pool may be closed, at any time and without warning, due to water quality issues, maintenance, or weather conditions.
- 4.2. **Occupancy Limits.** The swimming pools each have occupancy limits, which are posted inside the respective pool enclosures. The smaller pool is limited to no more than forty-four (44) pool users at a time. The larger pool is limited to no more than sixty-four (64) pool users at a time.
- 4.3. **Accompaniment.** The following pool users must be accompanied to the pool:
  - 4.3.1. **Children.** Children age fourteen (14) or younger must be accompanied to the swimming pools by a responsible adult at least eighteen (18) years old who acknowledges legal liability for any injury or death that may occur to a child under their supervision.
  - 4.3.2. **Guests.** All guests using the pool must be accompanied by the resident hosting them. Residents are responsible for the conduct of their guests. Residents may invite no more than four (4) guests per unit to swim without obtaining an exemption from the Board.
- 4.4. **Pets Prohibited in Pool Enclosure.** No pets or other animals are allowed inside the pool enclosure except for service animals.
- 4.5. **Swimwear.** Appropriate swimwear is required to be worn upon entry into the pool. Appropriate swimwear consists of swimsuits, board shorts, and swim trunks made of a lightweight, colorfast fabric material suitable for wear in water such as Lycra or Spandex, nylon, or polyester. Additionally, plain white t-shirts may be worn into the pool for modesty or medical reasons. No other attire is permitted to be worn into the pool. Underwear and undergarments are not allowed to be worn under swimwear. Swimwear entering the pool should be clean and must not have been worn for exercising immediately prior to using the pool.

Any swimmer, regardless of age, who is either not toilet-trained or is incontinent wishing to enter the pool must wear an appropriate swim diaper or clean disposable swim pants covered by separate rubber or vinyl pants, all of which, must fit snugly around the legs and waist. Disposable diapers are not allowed. If the swim pants become soiled, this person must leave the pool immediately and may not return until they have taken or been given a soap shower and has with a new swim diaper or swim pants with clean rubber or vinyl pants.

Pool users wearing inappropriate swimwear will be required to change into appropriate attire or will be required to leave the pool enclosure. Residents who refuse to wear appropriate swimwear may have their pool privileges suspended and have a fine assessed against them. Nonresidents may be trespassed.

**4.6. Health and Hygiene Considerations.**

4.6.1. Spitting, nose-blowing, urinating, or defecating in a pool is strictly prohibited.

4.6.2. Any person experiencing diarrhea, even a mild case, is not allowed to use a pool.

4.6.3. Any person who has a skin infection open cuts, blisters, sores, or wounds, wearing a bandage covering a wound, or who has inflamed eyes, nasal or ear discharge, an infectious disease communicable breathing or waterborne transmission, or who is wearing any kind of bandage covering a wound is prohibited from using the pool.

**4.7. Pool Enclosure Conduct.** While inside the pool enclosure, the following behavior is expected:

(1) No running.

(2) No diving.

(3) No rough play.

(4) No using pool equipment as water toys.

(5) No person within the pool enclosure shall otherwise behave in such a manner as to jeopardize the safety, health, or enjoyment of themselves or others.

- 4.8. **Glass Prohibited.** Glass bottles or containers, or other similarly breakable bottles or containers, are not permitted inside the pool enclosure.
- 4.9. **Alcohol Prohibited.** Alcoholic beverages are strictly prohibited anywhere inside the pool enclosure. Inebriated individuals are not allowed in the pool enclosure.
- 4.10. **Posted Rules and Notice of Reservation.** In addition to the above rules, all pool users must follow all of the rules posted inside the pool enclosure. The Board reserves the right to implement any and all additional rules and regulations, as deemed necessary, to govern conduct in the pool area without resorting to formally amending the published Rules and Regulations. Any additional rules and regulations will be visibly posted in the pool enclosures.

## CHAPTER 7: VEHICLES, TRAFFIC, AND PARKING

### INTRODUCTION

In an effort to curb complications and to have balanced management of our parking lots, the following rules and regulations govern vehicles, traffic, and parking in the complex.

#### 1. VEHICLES

- 1.1. **Vehicles Allowed and Prohibited.** The following rules govern the vehicles allowed to be kept and parked in the complex:
  - 1.1.1. **Vehicles Allowed.** Only vehicles allowed by residents to be parked in the complex are cars, pick-up trucks, sport utility vehicles (SUVs), minivans, and motorcycles. Any time the word “vehicle” is used, it refers only to these types of vehicles unless the context reasonably requires otherwise.
  - 1.1.2. **Vehicles Prohibited.** Trucks (except pick-up trucks), boats, campers, recreational vehicles, motor homes, and large commercial vehicles are not permitted to be parked in the complex. Exceptions are made for delivery vehicles and moving trucks parked temporarily for the intended purposes of making a delivery or assisting in moving personal possessions into or out of the complex.
- 1.2. **Number of Vehicles Allowed.** Due to limited parking availability, only two (2) vehicles per unit are allowed to be parked in the complex. Residents needing additional vehicles to be parked in the complex may apply for exemption from the Board.
- 1.3. **Good Repair Requirement.** All vehicles owned by residents parked in the complex must be maintained in reasonably good repair and operable condition. Vehicles must not be leaking fluids. The complex parking lot shall not be used to store inoperable or junk vehicles.
- 1.4. **Vehicle Maintenance.** Only minor maintenance is allowed to be performed on vehicles in the complex. Minor maintenance includes tire changes, checking tire pressure, airing tires, visual inspections of the engine and other components under the hood, checking fluid levels, changing windshield wipers, and jump starts. Except for the performance of minor maintenance, vehicles may not be repaired while in the complex. Oil changes are not considered minor maintenance and may not be performed in the complex. Vehicles are prohibited from being put on blocks.

- 1.5. **Vehicle Washing.** Washing vehicles in the complex is prohibited. Minor vehicle cleaning, such as wiping a windshield for visibility or cleaning off bird droppings with a hand towel or sponge to prevent paint etching, is not considered washing a vehicle.

## 2. PARKING

- 2.1. **Reserved Parking Lots.** The Association maintains reserved parking for use by residents. The following rules apply to reserved parking lots:

2.1.1. **For Resident Use Only.** Parking spaces in the reserved parking lot are for use by residents only.

2.1.2. **Parking Requirements.** All vehicles parked in reserved parking spaces must display a current HOA parking permit sticker, placed above the dashboard on the vehicle's driver's side. Additionally, all vehicles must be in compliance with Oklahoma law.

2.1.3. **Parking Violations.** Any vehicle parked in the residential reserved parking lots that:

- (1) Do not display a current HOA parking permit sticker above the dashboard on the driver's side windshield; or
- (2) Have an expired vehicle license plate; or
- (3) Have a motor vehicle tag over thirty (30) days expired

will be marked to be towed within twelve (12) hours. If the violation is not corrected or the vehicle is not moved within twelve (12) hours from the time the vehicle was marked, then it will be towed immediately. After the first violation, all other violations will result in the vehicle being towed immediately.

- 2.2. **Unrestricted Parking Areas.** The Association maintains unrestricted parking for nonresidents. The following rules apply to the unrestricted parking areas.

2.2.1. **Nonresident Vehicles.** All vehicles belonging to guests, visitors, and other invitees must park in the unrestricted parking area. Unregistered vehicles may be parked in the complex's unrestricted parking areas for up to seventy-two (72) consecutive hours.



- 2.2.2. **Temporary Parking Stickers.** If a vehicle will be parked in the complex's unrestricted parking area for more than seventy-two (72) hours, then a temporary parking permit must be obtained from the HOA office for the unregistered vehicle. A temporary parking permit shall be visibly displayed on the driver's side dashboard.
- 2.2.3. **Towing.** Any vehicle parked in the complex's unrestricted parking areas for over seventy-two (72) hours, without a temporary parking permit, will be marked by the HOA security patrol to be towed within twelve (12) after the vehicle was marked. If a temporary permit is not obtained for vehicle or the vehicle is not moved within the twelve (12) hours from the time the vehicle was marked, then it will be towed immediately.
- 2.3. **Covered Parking Spaces.** The complex has four covered parking spaces that are available to rent to residents. The covered parking spaces are available on a "first come, first served" basis. The current covered parking fee is \$25.00 per month. The covered parking fee is due and payable on the first day of each month. If a resident is delinquent in paying the monthly fee by the fifteenth day of the month, then that resident's covered parking privileges shall be revoked. The space will then be made available to other residents on a "first come, first served" basis. Any vehicle parked in a covered parking space without having covered parking privileges will be immediately towed.
- 2.4. **Handicapped Parking Spaces.** Handicapped parking spaces are reserved for those individuals who possess a handicap parking placard. Any vehicle that is parked in a designated handicapped parking space must display a handicap parking placard. Any vehicle parked in a designated handicap parking space not displaying a handicap parking placard will be marked by the HOA Security Patrol to be towed within twelve (12) hours from the time the vehicle was marked. If a handicap placard is not placed on display or the vehicle is not moved within twelve (12) hours from the time it was marked, it will be towed immediately. Subsequent violations by vehicles known not to possess a handicap placard will result in the vehicle being towed immediately.
- 2.5. **General Parking Rules.**
- 2.5.1. **Parking Spaces.** All vehicles must be parked within the marked parking spaces in the complex's parking lots. Motorcycles must be parked in parking spaces. Motorcycles cannot be parked on patios, sidewalks, or common areas.

2.5.2. **Fire Hydrants.** Parking in a fire lane or in front of a fire hydrant is prohibited. Any offending vehicle will be towed immediately without further warning.

2.5.3. **Straddling Lines Prohibited.** Any vehicle parked in such a way that it overlaps, straddles, or takes up two or more parking spaces will be towed immediately without further warning.

### 3. TRAFFIC

3.1. **Speed Limit.** Unless otherwise posted, the speed limit in the complex is five (5) miles per hour. All drivers must maintain a safe and reasonable speed at all times while driving in the complex.

3.2. **Traffic Obstructions.** No person, whether a driver or a pedestrian, may obstruct traffic. Any parked vehicle blocking a street or thoroughfare will be towed immediately.

### 4. TOWING

4.1. **Towing at Owner's Expense.** When the Association has a vehicle towed, it is at the vehicle owner's expense. The Association will not reimburse any person for towing costs unless it is demonstrated that the vehicle was not in violation of the Rules and Regulations and was towed as a clear mistake on the sole part of the Association.

4.2. **Towing Service Provider.** The Association contracts its towing services with Quality Towing Service. If your vehicle has been towed, do not contact the Association for assistance. You must contact and deal directly with Quality Towing. Quality Towing Service may be contacted as follows:

**Quality Towing Service**  
4204 Classen Circle  
Norman, OK 73071  
(405) 360-1869

## CHAPTER 8: BICYCLES

### INTRODUCTION

Bicycles are a convenient and environmentally friendly mode of transportation. Bicycles are welcome in the complex, but residents and their guests must ensure that bicycles are appropriately parked in the bicycle racks and do not become obstructions. The following rules and regulations govern the use of bicycles in the complex.

#### 1. BICYCLES

- 1.1. **Bicycle Racks.** The Association maintains bicycle racks in the complex so bicycles may be safely parked and stored outdoors. The bicycle racks are intended to prevent bicycles from becoming obstructions.
- 1.2. **Bicycle Parking.** Bicycles kept outdoors must be parked in the designated bicycle racks. Any bicycle not parked in the designated bicycle racks found outside in the common areas will be immediately removed by the HOA Security Patrol and stored. No further warning will be given. Additionally, other penalties, such as a fine, may be imposed for a violation of this rule.

To reclaim a bicycle that has been removed by the HOA Security Patrol, a claimant will need to present the following:

- (1) a valid photo ID;
- (2) a description of the bicycle; and
- (3) payment in the amount \$25.00 as a storage fee.

Any bicycle not claimed within ten (10) calendar days after removal will be presumed abandoned. The bicycle will be turned over to the Norman Police Department or otherwise disposed of.

- 1.3. **Good Repair Requirement.** All bicycles parked outside of a unit in the bicycle racks must be maintained in operable condition and in reasonably good repair. The bicycle racks shall be not used for the storage of junk bicycles. Bicycles identified as being in poor condition or in inoperable condition will be flagged by the HOA Security Patrol and the owner notified to bring the bicycle into good repair or it will be required to be removed from the bicycle racks and stored inside the resident's unit. A refusal by a resident to cooperate in removing a junk bicycle may result in the levy of a minor fine under the schedule of fines. Nonresidents may have their bicycles seized.

## CHAPTER 9: NOISES AND OTHER DISTURBANCES

### INTRODUCTION

Noise complaints are common in any multi-housing setting. All residents of Cottonwood Ridge Condominiums should have the enjoyment of a peaceful and tranquil community, which is reasonably free from loud noises and other disturbances. The following rules and regulations are intended to control and govern noise-related disturbances.

#### 1. NOISES

- 1.1. **Noise Violations, In General.** Property owners, tenants, and their guests shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises that may disturb others. This includes verbal conflicts and physical fighting. In instances where physical fighting or domestic violence is suspected or witnessed, the HOA Security Patrol may call the Norman Police Department to intervene.
- 1.2. **Dog Barking.** Dog barking should be controlled by the pet owner. Three or more violations from the same dog may result in the pet owner being required to remove the dog from the property.
- 1.3. **Vehicle Noise.** The following noises caused by vehicles are prohibited:
  - 1.3.1. **Alarms.** Accidental or malfunctioning activation of vehicle alarms can be an annoyance to the other residents of the complex. When a vehicle's alarm system activation is malfunctioning, it should either be repaired or disabled within a reasonable amount of time. A violation by a resident may result in the levy of a minor fine under the schedule of fines. Nonresidents may be trespassed.
  - 1.3.2. **Exhaust Modifications.** Modifications to the exhaust pipes of a motor vehicle, such as installing whistle tips or cut-outs, which amplify noise, are not permitted on vehicles entering the complex. Violations are considered continuing violations. Nonresidents may be trespassed.
  - 1.3.3. **Stereo Systems.** The playing of car stereo systems where the sound is audible outside the interior of the vehicle is prohibited. A violation by a resident may result in the levy of a minor fine under the schedule of fines. Nonresidents may be trespassed.

## CHAPTER 10: NUISANCES AND OFFENSIVE ACTIVITIES

### INTRODUCTION

A nuisance is an activity that unreasonably interferes with other resident's use or quiet enjoyment of the community or an activity that creates conditions that are hazardous, noxious, or offensive; or are violation of a local, state, or federal law. The following rules and regulations govern nuisances and other offensive activities occurring in the complex.

#### 1. ACTIVITIES GENERALLY PROHIBITED

- 1.1. **Offensive Activities.** Noxious or offensive activities reasonably causing embarrassment, discomfort, annoyance, or creating objectionable odors or noxious fumes, which may constitute a nuisance, are strictly prohibited. The severity of violations will be determined on a case by case basis.
- 1.2. **Criminal Activities.** Illegal activities that threaten the safety and security of residents, and criminal activities are strictly prohibited in the complex. Violations are considered severe. An arrest of a resident or nonresident occurring in the complex may be presumed to be a violation.

#### 2. DUMPSTER DIVING, TRASH PICKING, AND SCAVENGING

- 2.1. **Dumpster Diving Prohibited.** Residents and nonresidents are strictly prohibited from rummaging through the complex's dumpsters to salvage or remove items that were deemed to be trash and intentionally discarded. This practice is called a variety of names including scavenging, dumpster diving, and trash picking.

#### 3. INSECTS AND PESTS

- 3.1. **Infestations.** Insect and pest infestations are a nuisance. The Association is responsible for pest and insect treatments in the common areas while routine treatment inside individual units is the responsibility of owners. Owners must maintain their units in a reasonably pest free condition. If an insect or pest infestation occurs inside a unit, the resident should notify the Association immediately. If a pest or insect infestation goes untreated or, despite treatment, is persistent between two or more units, then the Association may become involved to arrange treatment with the owners responsible for the affected units. Any owner failing to properly address an infestation through reasonable treatment efforts, the Association may declare any pest or insect infestation a nuisance, abate the nuisance, and assess the owners the cost incurred for abatement plus levy a severe fine.

#### 4. LITTERING

- 4.1. **Littering Prohibited.** Littering is strictly prohibited anywhere in the common areas of the complex. Residents found littering in the complex shall have a minor fine levied against them unless they immediately clean up after themselves. Any nonresident found littering in the complex may receive a verbal warning and asked to clean up after themselves, but shall be trespassed if they refuse to clean up after themselves.

#### 5. PUBLIC URINATION OR DEFECATION

- 5.1. **Public Urination or Defecation.** All persons are strictly prohibited from intentionally urinating or defecating in the common areas, other than when making appropriate use of a restroom. For a violation, residents are subject to the immediate levy of a major fine against them. Any nonresident shall be immediately trespassed.

#### 6. SHOPPING CARTS

- 6.1. **Shopping Carts Prohibited.** Shopping carts are strictly prohibited from being brought into the complex, from being kept inside of units, or being stored outside of or allowed to remain outside of a unit. For a violation, residents are subject to the immediate levy of a major fine against them. Allowing a shopping cart to remain inside or outside of a unit is a continuing violation. Any non-resident who brings a shopping cart into the complex shall be immediately trespassed.
- 6.2. **Unattended Shopping Carts.** Any shopping cart found unattended in the common areas will be immediately removed. Because they are prohibited in the complex, shopping carts will not be stored for retrieval by their purported owners. Shopping carts displaying commercial branding will be presumed to be that business's property while ones without commercial branding will be presumed abandoned or stolen property. If not returned to a retail establishment, the shopping cart will be turned over the Norman Police Department or disposed of in any manner deemed appropriate.

#### 7. SMOKING

- 7.1. **Locations Where Smoking is Permitted.** Smoking is permitted inside the individual condominium units; however, tenants must obtain permission from the unit's owner before they may smoke inside the unit. Smoking is permitted outdoors in unenclosed common areas, but must be done no less than twenty-five feet (25') from the entrance to a unit, building, or facility.

- 7.2. **Locations Where Smoking is Prohibited.** Smoking is strictly prohibited in the enclosed common areas such as the hallways and stairwells inside of buildings and inside facilities such as the laundry facility. Smoking is strictly prohibited inside of the pavilions. Smoking must occur at least twenty-five feet (25') from a pavilion. Smoking is strictly prohibited inside the swimming pool enclosures. Smoking must occur at least twenty-five feet (25') from the nearest entrance to or fence surrounding a swimming pool enclosure.
- 7.3. **Tobacco Waste Disposal.** Waste produced from smoking tobacco must be properly disposed of. Cigarettes and cigars must be fully extinguished and then discarded into an appropriate trash receptacle by the smoker. Leaving cigarette butts and other tobacco waste on sidewalks, in planters, or on landscaping is considered littering and is strictly prohibited.

## CHAPTER 11: OCCUPANCY

### INTRODUCTION

Overcrowding within a residential community can result in numerous social problems and nuisances, which adversely affect other residents' quiet enjoyment of the community. Restrictions on occupancy are a necessity to prevent overcrowding. In conjunction with the City of Norman Zoning Ordinance and the Declaration, the following rules govern the number of occupants allowed in units in Cottonwood Ridge Condominiums.

#### 1. OCCUPANCY RESTRICTIONS

- 1.1. **Single Family Use.** All units are restricted to occupancy by a single family as defined herein and by the City of Norman Zoning Ordinance. No more than three (3) unrelated persons may occupy a unit on a permanent basis.
- 1.2. **Occupancy Limits.** Occupancy is limited to no more than two (2) persons per bedroom on a permanent basis. Therefore, the maximum occupancy limits on a permanent basis are as follows:
  - No more than one (1) person shall occupy an efficiency unit;
  - No more than two (2) persons shall occupy a one-bedroom unit;
  - No more than four (4) persons shall occupy a two-bedroom unit;
  - No more than six (6) persons shall occupy a three-bedroom unit.
- 1.3. **Fair Housing Act.** In accordance with the Fair Housing Act, in instances where enforcement of permanent occupancy limitations may disparately impact residents whose violation is a result of familial status or a change in family status (e.g., marriage or childbirth), the Association may apply an occupancy formula to balance the interests of a family against the interest of preventing overcrowding in the complex to resolve disputes. In determining the maximum occupancy of an efficiency unit, the Association may apply a "one plus one" formula or another formula to resolve the issue. In determining the maximum occupancy of a one-bedroom unit, the Association may apply the "two plus one" formula. Maximum permanent occupancy issues related in units with more than one bedroom shall be determined on a case by case basis. Residents may request an exemption to the occupancy restrictions from the Board based on family status.



## 2. OVERCROWDING

2.1. **Maximum Occupancy.** Each unit has a maximum number of persons allowed inside of it at any given time. This maximum occupancy limitation is based upon minimum square footage requirements established under the International Property Maintenance Code. Therefore, the maximum number of people, including all permanent occupants, allowed inside each type of unit, at any given time, is as follows:

- No more than three (3) persons shall be inside an efficiency unit at any given time;
- No more than four (4) persons shall be inside a one-bedroom unit at any given time;
- No more than six (6) persons shall be inside a two-bedroom unit at any given time;
- No more than eight (8) persons shall be inside a three-bedroom unit at any given time.

Any more persons inside a unit than is allowed, regardless of the duration of their stay inside the unit, without first obtaining an exemption from the Board, is deemed to be overcrowding. Overcrowding is strictly prohibited. Each person inside a unit over the maximum occupancy limit is considered to be a separate violation; a separate fine shall be levied for each violation.

Any resident found outside of their unit while enough people are inside of it to reach the unit's maximum occupancy is presumed to be in violation the maximum occupancy rule.

Any nonresident persons found lingering or hanging around outside of a unit that is at maximum occupancy inside the unit will be deemed loitering in the common areas and shall be immediately trespassed.

2.2. **Abatement of Overcrowding.** See Chapter 18, Section 3 for abatement rights held by the Association under the Bylaws, which can be undertaken by the Board or HOA Security Patrol in regard to overcrowding.

2.3. **Social Event Exemptions.** If a resident wishes to host a social event in their unit with more persons in attendance than allowed by the maximum occupancy restrictions above, the resident may apply for an exemption from the Board. The written application must provide all relevant details about the proposed social event and the number of anticipated guests.

## CHAPTER 12: GUESTS

### INTRODUCTION

Guests are welcome in Cottonwood Ridge Condominiums. However, guests can present challenges to the community, increasing both occupancy and traffic. Cottonwood Ridge Condominiums is a community, not a revolving door for nonresidents. Some restrictions are required. The following rules govern guests and resident hosts in the community.

#### 1. GUESTS

1.1. **Number of Guests.** Without first obtaining an exemption from the Board, the total number of guests a resident may host inside their unit at any time is restricted to the maximum occupancy set out in Chapter 11, Section 2.

1.2. **Duration of Guest Visits.** Guests are only permitted to visit and stay inside a unit for the following periods of time:

1.2.1. **Related Guests.** Guests who are **related** to the resident hosting them are permitted to visit for a period of up to seventy-two (72) hours each month and a period up to two (2) consecutive weeks once per year. Two (2) weeks is calculated as fourteen (14) consecutive days after the date of arrival. If a related guest is anticipated to stay longer than the allowable time periods, then the resident may register their related guests with the Association as long-term or regular occupants and, thereby, avoid being in violation of this rule. However, any guest staying in excess of thirty (30) days is considered a permanent occupant and all occupancy restrictions still apply.

The Association may demand proof the familial relationship to establish whether any resident is violating this rule. If proof is not provided, then the guest shall be presumed unrelated and the rules for unrelated guests shall be applied for enforcement purposes.

1.2.2. **Unrelated Guests.** Guests who are **not related** to the resident hosting them are allowed to stay inside a unit for a maximum of seventy-two (72) hours per month. If an unrelated guest is anticipated to stay with a resident longer than seventy-two (72) hours per month, then the resident must obtain an exemption from the Board. If approved, the resident must register their guest with the Association as a long-term or regular occupant in their unit. All occupancy restrictions still apply.

- 1.2.3. **Dating Relationships.** Residents who are in an exclusive dating relationship with their guest may register that guest with the Association as a long-term or regular occupant in order to avoid being in violation of the restriction on the duration of unrelated guest visits. However, restrictions on occupancy remain in full force and effect unless an exemption is obtained.

## 2. HOSTS

- 2.1. **Rules Hosts Must Follow.** In addition to all other rules governing guests, owners and residents who host guests in their units or in the common elements or invite them into the complex must obey the following rules:
  - 2.1.1. **No Trespassers.** Hosts are strictly prohibited from inviting or allowing into their unit or into the complex any person who has been trespassed. This is considered a safety and security violation and shall result in the levy of a severe fine. Each trespassed person invited into a unit or allowed to enter a unit or who is invited into the complex by an owner or resident or enters the complex for the purpose of visiting a unit or resident is a separate violation and shall have separate fine levied for each violation.
  - 2.1.2. **Accompaniment.** All unregistered guests must be accompanied by their host when using the common areas, facilities, or amenities in the complex, except while the guests are entering the complex on their arrival or exiting the complex on their departure. Hosts who fail to accompany their guests may have penalties imposed on them. Unaccompanied guests, who are not registered, may be trespassed.
  - 2.1.3. **Keys.** Hosts are strictly prohibited from giving or loaning any key issued by the Association to an unregistered guest or nonresident. Such keys include mailbox keys, laundry room keys, or swimming pool enclosure keys. The Board or HOA Security Patrol may confiscate any keys found in the possession of a nonresident.
  - 2.1.4. **Advisement of the Rules and Regulations.** All hosts must advise their guests of the Rules and Regulations. Additionally, hosts must encourage the guests to follow the same. Hosts will be responsible for their guests' actions while in the complex and penalties for violations imposed on the host.

## CHAPTER 13: ANIMALS AND PETS

### INTRODUCTION

Pets are often an addition to the family. However, pets present unique responsibilities for their owners, especially in a multi-housing living situation. The following rules and regulations govern the presence and keeping of animals and pets in the complex.

#### 1. ANIMALS

- 1.1. **Prohibited Animals.** Dangerous animals, as defined herein, are strictly prohibited from being kept inside of a unit or brought into the complex.
- 1.2. **Animal Breeding.** The maintenance, keeping, boarding, and/or raising of animals, livestock, or poultry, of any kind, regardless of number, for breeding is prohibited within any condominium unit or common elements. This does not prohibit the keeping of generally recognized house pets provided they are not maintained, kept or bred for commercial purposes and provided further that the keeping of generally recognized house pets will not constitute such type of noxious or offensive activity.
- 1.3. **Dead Animals.** No resident shall allow any dead animal to remain inside their unit. If the owner of such dead animal does not remove the dead animal or causes it to be properly disposed of within a reasonable time, which is not to exceed twenty-four (24) hours after the animal's death, the Board or HOA Security Patrol may cause it to be removed and thereupon assess the actual costs of such removal and disposal against the owner, and may avail itself of all remedies in law and equity to enforce such removal and recover the costs thereof.

#### 2. PETS

- 2.1. **Limitations on Pets.** The following limitations on keeping pets within the complex must be observed:
  - 2.1.1. **House Pets Only.** Pets are limited to generally recognized house pets. Reptiles require an exception from the Board.
  - 2.1.2. **Number of Pets.** No more than two (2) pets are allowed per unit. Each pet above this limit constitutes a separate violation. Each pet must be registered with the Association. See Chapter 2, Section 5.
  - 2.1.3. **Owner Permission.** Tenants must have the express permission of the unit owner to keep a pet in their unit.

- 2.2. **Housing of Pets.** All pets must be housed inside a resident's unit; pets are not allowed to be kept outdoors. Feeding pets outside and leaving them unattended is prohibited.
- 2.3. **Pet Supervision.** All pets must be accompanied by their owners when outside of the pet owner's unit in any common areas. Pets are prohibited from running loose in the complex.
- 2.3.1. **Tagged Collars.** At all times while in the common areas, cats and dogs must be wearing a collar with an identification tag with the pet's name and the pet owner's contact information including their name, address, and telephone number.
- 2.3.2. **Leash Requirement.** Dogs must be leashed and accompanied by their owner when outside of the unit and in any common area and under control at all times. Voice control is insufficient. Dogs may not be left unattended on any common area. When in the common areas, all dogs must be leashed and must be able to be controlled by the person holding the leash. Any pet found unleashed and loose in the complex will be subject to the levy of a minor fine under the schedule of fines and/or impoundment by the City of Norman. Nonresidents may be trespassed.
- 2.4. **Presumption of Stray Animal.** Cats and dogs may be presumed to be stray animals if they are found unsupervised in common areas not wearing a collar with an identification tag. Stray animals may be impounded by the City of Norman.
- 2.5. **Pet Waste.** There are no "designated" areas within the complex where pets are allowed to defecate. Pet owners are responsible for removing all fecal waste from the grounds and for appropriately disposing of the same. Pet owners are strictly prohibited from leaving their pet's fecal waste on the common elements, which constitutes a nuisance. A violation by a resident shall result in the levy of a minor fine under the schedule of fines. Nonresidents may be trespassed.

## CHAPTER 14: PLUMBING

### INTRODUCTION

Plumbing problems cost the Association thousands of dollars per year. The primary causes of sewer and plumbing problems are inappropriate materials being poured down a drain or flushed down a toilet by residents. For instance, the accumulation of fats, oil, and grease inside drain pipes is a major and common plumbing problem. When cooking grease accumulates inside a drain pipe, it blocks the passage of water and leads to an overflow from the affected plumbing fixture. Flushing inappropriate items down a toilet can block sewer lines and cause either backup or backflow. The only things safe to flush down a toilet are human waste and toilet paper products. The following rules and regulations are intended to reduce the plumbing problems the complex experiences.

### 1. PLUMBING

- 1.1. **Flushing Human Waste Only.** Residents should only flush human waste products (urine, feces, etc.) and toilet paper down the toilet. If a resident needs to use something other than toilet paper for personal hygiene, the resident is advised to place the soiled products in a bag and dispose of it in the trash. Residents are strictly prohibited from flushing the following items down a toilet:

- (1) Non-flushable wipes (cleaning wipes, makeup wipes, etc.);
- (2) Paper towels;
- (3) Diapers and non-flushable baby wipes;
- (4) Tampons, pads, and other feminine hygiene products; and
- (5) Condoms.

All of the above prohibited items should be disposed of in the trash by placing it in a bag or wrapping in toilet tissue or before disposing of it in the trash. A violation by a resident shall result in the levy of a major fine.

- 1.2. **Fats, Oil, and Grease.** Residents are strictly prohibited from disposing of cooking fat, oil, or grease either by pouring it down a sink or flushing it down a toilet. To dispose of cooking fat and grease, residents are required to use the following method or a similar disposal method: (1) Pour it into a container that will not melt, such as a glass jar or a tin can; (2) Wait for it to cool and harden; and (3) discard it in the trash.

## 2. PLUMBING PROBLEMS

- 2.1. **Plumbing Problems.** If a resident encounters a plumbing problem, then the resident is advised to immediately call a plumber to control the problem and prevent any potential damage or limit the damage that has occurred. When the cause of the plumbing problem is the resident's negligence, such as failing to follow the above rules, all costs for the plumber and damage is the responsibility of the owner.
- 2.2. **Preferred Plumbing Companies.** Residents may choose any plumber with whom they wish to work with to resolve their plumbing problems. The following is a list of plumbers who are familiar with the Association's policies and will not invoice the owner if the plumbing problem is Association-related:

**Bob's Plumbing**  
2656 Classen Blvd.  
Norman, OK 73071  
(405) 329-1178

**Brandon's Plumbing**  
17450 S. Sooner Road  
Norman, OK 73069  
(405) 799-5678

**Leon's Plumbing**  
1205 Denison Drive  
Norman, OK 73071  
(405) 321-2254

## CHAPTER 15: SAFETY

### INTRODUCTION

The following rules and regulations are intended to promote the safety of individuals and the community.

#### 1. FIRE AND SMOKE DETECTORS

- 1.1. **Required Smoke Detectors.** All unit owners shall install and maintain, in good operating condition, smoke detectors, as required by law, in each unit they own. The owner shall be responsible for keeping the smoke detectors operable at all times. The unit's owner is responsible for compliance with this regulation - even if the unit is rented to another party. Rental agreements do not relieve owners of this responsibility. Compliance with this regulation is strictly enforced. Noncompliant owners shall be assessed a major fine as per the schedule of fines. Any liability or fine assessed against the Association by the City of Norman for a violation of the ordinance shall be paid or the Association reimbursed by the owner of the unit that is not in compliance.

#### 2. HAZARDOUS MATERIALS

- 2.1. **Hazardous Materials Prohibited.** Residents are strictly prohibited from keeping in any unit any inflammable, combustible, or explosive fluid, material, chemical, or substance except for normal household use. This is a health and safety violation and constitutes a severe violation.

#### 3. PERSONAL SAFETY

- 3.1. **Fall Hazards.** Climbing on the exteriors of buildings in the complex or going onto the roofs of complex buildings is strictly prohibited for any person not expressly authorized by the Board to do so. Additionally, no person may climb on or over any fences or gates owned by the complex.
- 3.2. **Helmet Requirement.** All residents must wear a properly fitted and fastened helmet when riding a bicycle, scooter, or skating with roller skates, rollerblades, or skateboards within the complex.



## CHAPTER 16: TRASH AND WASTE DISPOSAL

### INTRODUCTION

The complex maintains dumpsters available for all residents to use to dispose of their household waste. The dumpsters are emptied by the City of Norman on Mondays and Thursdays. Residents have a responsibility to keep their units reasonably clean and to properly dispose of household garbage. Improper trash disposal or hoarding attracts pests, creates fire hazards, and detracts from the quality of life and property value. Moreover, improper dumping costs the Association time and impacts its budget. The following rules and regulations govern the disposal of trash and waste in the complex.

#### 1. DISPOSAL OF HOUSEHOLD TRASH

- 1.1. **Regular Trash Removal.** All trash shall be regularly removed from inside a unit by the owner or resident. Items reasonably considered to be rubbish, trash, garbage, or other refuse shall not be allowed to accumulate inside a unit or within the common areas. Storage of trash in anything except normal receptacles is prohibited.
- 1.2. **Proper Disposal of Garbage.** Residents are required to make sure all of their household garbage is properly contained in a tied plastic trash bag or sack before being discarded into a complex dumpster. Larger trash items such as product packaging and cardboard boxes are exempt from this requirement. No garbage shall be dumped or left outside of a dumpster, which shall be considered littering.
- 1.3. **Prohibited Dumping.** Items too large for the dumpsters shall be removed privately at the owner or resident's expense, including furniture (such as mattresses, box springs, sofas, chairs, etc.) or large appliances (such as water heaters, stackable or free-standing washers and dryers, ovens, refrigerators, etc.). Dumping of these items or leaving them outside of a dumpster is strictly prohibited. Violations of this rule are subject to a major fine and/or restitution for the cost of removal and/or clean-up of the area paid by the Association, whichever is greater.

For the disposal of large trash items, residents may take these items to the City of Norman's sanitation transfer station, which is located at 3901 Chautauqua Avenue, Norman, OK 73072. Its phone number is (405) 292-9776.

## 2. DISPOSAL OF HAZARDOUS MATERIALS

- 2.1. **Hazardous Materials Prohibited in Dumpsters.** Owners and residents are strictly prohibited from disposing of any hazardous or toxic materials in the complex dumpsters in a manner which is inconsistent with local, state, and federal law. This is a health and safety issue and constitutes a severe violation. Toxic materials include, but are not limited to, batteries, paints, and chemicals such as antifreeze, oil, gasoline, solvents, etc. Nonresidents shall be immediately trespassed.

## CHAPTER 17: RENTALS

### INTRODUCTION

The City of Norman attracts a broad range of homeowners and property investors due to the city's stability and small-town university feel. The Declaration allows an owner to rent out their condominium unit and puts few restrictions on rentals. Over the years, Cottonwood Ridge has experienced an increase in the ratio of tenants to owner occupants (65% tenants to 35% owner occupants). As a result, many of Cottonwood Ridge owners are absentee owners residing out of state. Inasmuch, the Association seeks to remind all owners that the management of the day to day of unit owners' properties is solely that of the record owner or their designees as the Association does not maintain an on-site office. The Board encourages owners and tenants to interact with the Association on its communication portals to report health and safety concerns or to report facility damage or leaks; however, under no circumstances does the Association or its employees and contractors assume any responsibility or liability for the day-to-day management of the owner's tenants or unit under management. The following rules and regulations govern how owners are to lease their units to tenants.

### 1. RENTAL RESTRICTIONS

- 1.1. **Short-term Rentals.** Short-term rentals are in violation of the Declaration and are strictly prohibited. A short-term rental is defined as any rental of the unit for a period under thirty (30) days. The operation of a short-term rental business or allowing units for transient is a severe violation. Each such use constitutes a separate violation and shall carry a separate fine. Additionally, any owner may be subject to legal action for the Association to obtain a permanent injunction.
- 1.2. **Single Family Use and Occupancy.** Cottonwood Ridge Condominiums are restricted by the Declaration to single family use. Landlords shall only rent their units to tenants who meet the definition of a single family (e.g., no more than three unrelated individuals) and shall not rent to more tenants than are allowed to occupy a unit under the occupancy limitations established in Chapter 11, Section 1. Additionally, no owner may lease less than the entire unit (e.g., owners may not "rent out a room.").
- 1.3. **No Trespassed Tenants.** Landlords may not rent their units to any individual who has been trespassed. This is considered a safety and security issue and is a severe violation. Landlords may verify the identities of individuals who have been trespassed through the HOA website or may inquire with the Board or the HOA Security Patrol.

## 2. SCREENING TENANTS

- 2.1. **Screening Policy.** As a matter of policy, at this time, the Association does not screen potential tenants on behalf of owners or require a tenant to be approved by the Association prior to an owner entering into a lease agreement. Responsibility for screening potential tenants, including checking for trespassed individuals, lies with the owners. Unit owners are advised to implement a rigorous but non-discriminatory screening process, including a background check, for evaluating all potential tenants.

## 3. LEASE AGREEMENTS

- 3.1. **Written Lease Requirement.** All lease agreements are required to be in writing and signed by all parties to be bound thereto.
- 3.2. **Lease Agreement Requirements.** All owners shall ensure that their lease agreements contain the following provisions:
  - 3.2.1. **HOA Rules and Regulations Addendum.** As per the Declaration, any lease agreement is required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Bylaws, and the Rules and Regulations and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease. The lease shall either expressly contain such provisions or have an addendum attached, signed by the tenants, containing such provisions. Additionally, all owners, or their management company, must provide the tenant with a copy of the Rules and Regulations.
  - 3.2.2. **National Crime Free Lease Addendum.** The Association participates in the National Crime Free Multi-Housing program. All lease agreements must include a National Crime Free Lease addendum signed by the lessee(s).
- 3.3. **Association to Receive Copy of Lease.** When a unit is rented, the owner renting the unit is required to provide the Association with a copy of the signed lease agreement within seventy-two (72) hours of an occupant taking possession. The amount of monthly rent and the security deposit may be redacted. If any lease is modified, updated, or changed, then the owner must provide the Association with a copy of the modified, updated, or changed lease agreement within seventy-two (72) hours of its signing. Failure to provide a copy of a lease agreement is a major violation and is a continuing violation until a copy of the lease is provided.

3.3.1. **Lease Confidentiality.** Any lease agreement provided to the Association is intended only for use in conducting official business of the Association by the Board and the HOA Security Patrol. Because this information is proprietary and confidential in nature, submitted lease agreements are not records that are available to be inspected and copied by members of the Association.

#### 4. LANDLORD-TENANT ISSUES

- 4.1. **Landlord-Tenant Disputes.** The Association does not get involved in landlord-tenant disputes unless such disputes involve the health, safety, or welfare of other residents or violations. Otherwise, landlords and tenants are advised to resolve disputes between themselves or to seek legal counsel regarding the Oklahoma Residential Landlord and Tenant Act.
- 4.2. **Interior Maintenance.** Maintaining the interior of a unit is generally the responsibility of an owner. Tenants must contact their landlord regarding routine maintenance issues inside a unit. The Association does not get involved in routine maintenance issues unless it is the responsibility of the Association, is a nuisance, or constitutes a violation.
- 4.3. **Rent Collection Issues.** The Association will not assist landlords in collecting rent from tenants. The failure of a tenant to pay rent does not excuse an owner from paying any assessments due to the Association.

#### 5. OWNER'S RESPONSIBILITY FOR TENANT VIOLATIONS

- 5.1. **Owner's Responsibility.** Unit owners are ultimately responsible for the actions and violations of their tenants and for the payment of any monetary penalties imposed including fines and restitution for property damage and/or expenses incurred in abatement. A unit owner may be liable for the Association's attorney's fees and court costs incurred in enforcing these rules in the judicial process as a result of violations by their tenants.

## CHAPTER 18: VIOLATIONS AND ENFORCEMENT

### INTRODUCTION

As owners and residents of Cottonwood Ridge Condominiums, we share a community, which means sharing responsibilities. The social success of any condominium community is predicated on fulfilling those responsibilities. One such responsibility is to conform to the Association's governing documents. It is not the intention of the Board to create a "police state" in the complex by having Rules and Regulations. The Board understands that many residents may be unaccustomed to being subjected to so many rules imposed on their daily life. When it appears reasonably likely to succeed in obtaining voluntary compliance with the Rules and Regulations, the Association prefers to resolve violations through communication and education to obtain violator's voluntary compliance instead of resorting to imposing penalties. However, enforcement is also a necessity. It is the intent of the Association to achieve compliance with its rules; to maintain the appearance and value of our property; and to maintain harmonious and cohesive relationships in the community in such a manner that is fair and equitable for all owners and residents.

### 1. VIOLATIONS AND ENFORCEMENT PROCEDURE

- 1.1. **Violations.** Any act, activity, or condition occurring or continuing in a unit or in the common areas that is in opposition to the Association's governing documents, which is neither expressly authorized by nor been exempted by the Board, is considered a "violation." Violations may be minor, major, or severe. Any and all violations may carry a penalty.
- 1.2. **Reporting Violations.** A suspected violation may be identified by a Board member, the HOA Security Patrol, or may be reported by any owner or resident to the Board or the HOA Security Patrol by submitting a written complaint. Complaints may be completed online through the Association's website at [www.cottonwoodridgenorman.com](http://www.cottonwoodridgenorman.com).

Owners and residents may verbally report violations to the HOA Security Patrol; however, the Board will not accept any unwritten complaint or report. A verbal report to the HOA Security Patrol is not considered a formal complaint, but simply a request for discretionary investigation.

- 1.3. **Investigation.** Upon receipt of a written complaint, the Board or the HOA Security Patrol will assess the complaint and, if warranted, investigate to make an initial determination of whether a violation exists. If it is determined that a violation does exist, then a notice of violation may be sent or delivered to the alleged violator within a reasonable time after the violation is discovered by the Board or the HOA Security Patrol.

1.4. **Verbal Warnings.** At their discretion, members of the Board and the HOA Security Patrol may give a verbal warning instead of issuing a notice of violation when a violation is witnessed or discovered. Verbal warnings educate owners and residents and allow them an opportunity to voluntarily comply with the Association’s governing documents. Verbal warnings are intended only as courtesies and are not required to be given prior to any other action being taken. Unless these Rules and Regulations specifically refer to a “verbal warning,” any reference to a “warning” means only a written warning.

1.5. **Notice of Violation.** An owner or resident who has committed a violation or is found to be in violation of the Association’s governing documents will receive a written notice of the violation. A notice of violation is either a “**warning**” or a “**citation.**” A notice of violation shall inform the alleged violator of the nature of violation with a brief summation of the facts, a reference to the rule violated, and the proposed penalty. Additionally, a notice of violation will inform the alleged violator that they have a right to a hearing before the Board of Directors, *en banc*. A request for hearing form shall be provided with a notice of violation.

1.5.1. **Warnings.** If a violation is a continuing violation, meaning one that continues to exist and is uninterrupted by time, the warning shall advise the alleged violator that they have fifteen (15) calendar days from receipt to cure the violation and come into compliance to avoid imposition of a penalty. All architectural control violations (except for health, safety, or security violations), are given a warning and an opportunity to cure the noncompliance before the imposition of any penalty. If the alleged violator does not timely come into compliance, then the stated penalty will be imposed on the alleged violator beginning on the sixteenth (16th) calendar day after receipt of the warning unless a hearing was timely requested by the alleged violator to establish that the referenced rule has not been violated, the referenced rule does not apply, or the proposed penalty is inappropriate under the circumstances.

If a violation is not a continuing violation, meaning the violation is a discrete one-time violation, the warning shall contain a statement advising the alleged violator that any additional violations or similar violations will result in a citation instead of another warning. Because no punitive action will be taken on a warning for a non-continuing violation, no hearing may be requested.

- 1.5.2. **Citations.** A citation imposes a penalty on the alleged violator automatically unless the alleged violator timely requests a hearing and, at hearing, establishes, to the Board's satisfaction, that the referenced rule has not been violated, the referenced rule does not apply, or the proposed penalty is inappropriate under the circumstances. If a hearing is not timely requested, the violation is deemed confessed and the proposed penalty becomes final on the sixteenth (16th) calendar day after the alleged violator receives the citation.
- 1.6. **Request for Hearing.** A written request for a hearing must be submitted within ten (10) calendar days from the date of receipt of the notice of violation. A request for hearing form may be delivered, mailed by regular mail, or submitted by email to [office@cottonwoodridgenorman.com](mailto:office@cottonwoodridgenorman.com).
- 1.7. **Failure to Timely Request Hearing.** If an alleged violator fails to request a hearing within ten (10) calendar days after the receipt of the notice of violation, the violation will be deemed confessed. The penalty will be considered final and imposed as of the sixteenth (16th) day from the date receipt of the notice of violation.
- 1.8. **Notice of Hearing.** If a hearing is requested by alleged violator, then the Board or its representative will notify them of the date, time, and location of the hearing. Hearings may be conducted remotely by video conference at the discretion of the Board. Hearings will be scheduled no fewer than five (5) calendar days and no more than thirty (30) days after receiving the request, unless both the alleged violator and the Board agree otherwise.
- 1.9. **Hearing.** The purpose of a hearing is to provide the alleged violator the opportunity to establish why they believe the rule has not been violated, why the rule or procedure does not apply, and/or mitigate the penalty. The Association may present evidence and present witnesses for the purpose of prosecution and the determination of an appropriate penalty to be imposed; the owner may present evidence and present witnesses in their defense. A sufficient amount of time shall be allotted by the Board for the hearing, but the Board may impose reasonable time limitations when it appears warranted. After hearing the evidence presented, the Board may go into executive session to determine its decision. The Board shall promptly resolve the dispute and announce its decision.
- 1.10. **Failure to Appear at Hearing.** If an alleged violator fails to appear at a hearing, then the violation shall be deemed confessed and the Board will proceed to render a decision based on the evidence available and impose an appropriate penalty.



- 1.11. **Decisions.** The Board may make the following decisions: (1) dismiss the notice of violation; (2) order corrective action to abate the violation and fix a time period for compliance; (3) resolve for the Association to abate the violation or remediate the damaged property and levy an assessment equal to the cost of abatement or repair against the violator; (4) levy a fine for each violation; and/or (5) suspend or revoke common area privileges. On its own motion, the Board may also grant an exemption after hearing. The Board's decision shall be final and conclusive as to all matters. The Board has the final say on interpretations of the Rules and Regulations. The date of the Board's decision will be the date that the penalty becomes final.
- 1.12. **Hearing Exceptions.** Non-punitive abatement actions by the Association, which do not result in the Association assessing the costs of the abatement, are exceptions to the hearing process and do not require more notice than is provided herein. Such non-punitive abatement actions include, but are not limited to, towing cars violating the parking rules or removing bicycles, shopping carts, or obstructions in the common areas.

## 2. PENALTIES

- 2.1. **Penalties Available.** The Association may impose one or more of the following penalties for each separate violation:
- Levy a fine under the schedule of fines, which may be repeated or increased every thirty (30) days for a continuing violation;
  - Require corrective action from the violator at their cost;
  - Undertake abatement and assess the cost to the violator;
  - Suspension or revocation of privileges; and/or
  - Impose a trespass.

Where one penalty is interpreted as being mandatory for a violation, any other penalty may still be imposed in addition thereto.

- 2.2. **Fines.** A fine is a monetary penalty for a violation. Some violations justify more onerous fines than others based on the nature of the violation – whether it is a minor, major, or severe violation as defined herein. Fines are divided into three categories: (1) minor fines; (2) major fines; and (3) severe fines. An appendix is included at the end of this document, which outlines various violations, the category of severity for such violation (if it can be determined), and the fines that may be levied for that violation.

2.3. **Schedule of Fines.** The following schedule of fines is adopted.

Monetary fines for minor violations are as follows:

- **1st Offense** \$25.00 fine
- **2nd Offense** \$50.00 fine
- **3rd Offense** \$75.00 fine
- **Subsequent Offenses** \$100.00 fine
- **Continuing Violations** up to \$100.00 per month

Monetary fines for major violations are as follows:

- **1st Offense** \$100.00 fine
- **2nd Offense** \$150.00 fine
- **3rd Offense** \$200.00 fine
- **Subsequent Offenses** \$250.00 fine
- **Continuing Violations** up to \$250.00 per month

Monetary fines for severe violations are as follows:

- **1st Offense** \$250.00 fine
- **2nd Offense** \$325.00 fine
- **3rd Offense** \$400.00 fine
- **Subsequent Offenses** \$500.00 fine
- **Continuing Violations** up to \$500.00 per month

3. **ABATEMENT**

- 3.1. **Abatement and Enjoinment.** As provided for in the Bylaws at Article XII, Section 1, a violation gives the Association, by and through the Board or its managing agent, the right to enter the unit in which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any person, structure, thing, or condition that may exist therein contrary to the intent and meaning of the Association's governing documents (the Declaration, the Bylaws, and the Rules and Regulations) and the Board or its managing agent will not be deemed guilty of trespass and may expel, remove, or put out, using what force is reasonably necessary, without liability for prosecution or damages therefor.

#### 4. PAYMENT OF RESTITUTION AND FINES

- 4.1. **Payment.** All sums assessed for restitution of property and/or fines levied by the Board become due and payable thirty (30) days after the penalty becomes final. Payments will be accepted by cash, check, or money order and, if available, by ACH transfer or credit card. Cash payments require an appointment with the HOA Office to pay in person. Payments by check or money order must be made payable to Cottonwood Ridge Homeowners Association, Inc., and should include a memo line indicating it is payment for the restitution or property and/or a fine. Payments may be delivered to the drop box outside of the HOA Office or may mailed to:

Cottonwood Ridge Homeowners Association, Inc.  
HOA Office  
401 12th Avenue SE  
Norman, OK 73071

Payment of the restitution or fine does not grant an exemption or variance for the violation. All continuing violations must be corrected to come into compliance.

- 4.2. **Failure to Pay.** All sums assessed for restitution of property damage and/or fines levied that are not paid within thirty (30) days after the final imposition date will be considered delinquent. Delinquent payments incur interest at the rate of 10.00% per annum. The failure on the part of an owner or resident to timely pay all sums due may result in collection actions against them as allowed by law, including recording a lien against the property.
- 4.3. **Forgiveness of Fines.** At the sole discretion of the Board, fines imposed upon owners and residents may be reduced or forgiven based upon the circumstances.

#### 5. EXEMPTIONS

- 5.1. **Exemptions.** The Board may, in its discretion, grant an owner or resident demonstrating legitimate hardship or unusual circumstances an exemption from the Rules and Regulations. Exemptions may be granted for a fixed amount of time or may be granted for an ongoing or indefinite period of time. However, exemptions are not permanent. Exemptions terminate when the hardship or unusual circumstance, which justify the exemption, resolves. Exemptions are subject to review and revocation by the Board.

- 5.2. **Application for Exemption.** A request for an exemption is made by written application to the Board and set for hearing at a Board meeting. However, when fairness and justice require it, the Board may accept a verbal application for an exemption or may grant an owner or resident an exemption on its own motion. An application for an exemption may be submitted along with a request for hearing on a notice of violation as provided for in Chapter 17, Section 1.6.
- 5.3. **Review and Revocation.** The Board may review an exemption granted at any time on its own initiative. Reviews will be set for hearing before the Board, *en banc*, and the owner or resident granted the exemption shall receive notice of the hearing. If the owner or resident does not appear to defend the exemption, then the Board may, in its discretion, consider the owner in default and summarily revoke the exemption. The owner or resident to whom the exemption was previously granted will be given no less than thirty (30) days to come into compliance with the governing documents following revocation of an exemption.

## 6. ENFORCEMENT AGAINST NONRESIDENTS

- 6.1. **Violations by Nonresidents.** Nonresidents such as guests, visitors, and other invitees are required to comply with the Association's Rules and Regulations. The Board or the HOA Security Patrol may summarily impose a trespass, without hearing, against any nonresident violator. Nonresidents who have been trespassed will be arrested by the Norman Police Department if they return to the property without having had the trespass lifted by the Board.

## 7. OTHER ENFORCEMENT MEANS

- 7.1. **Other Enforcement or Remedies Available.** The enforcement process and penalties are adopted in addition to all other enforcement means that are available to the Association under its governing documents and Oklahoma law. The use of this enforcement process does not preclude the Association from using any other enforcement means available or from bringing legal action against any owner, resident, or nonresident guest, visitor, or invitee.

## APPENDIX

VIOLATION	FINE FOR VIOLATION						
	Rule Citation	Violation Category	First Offense	Second Offense	Third Offense	Subsequent Offenses	Continuing Violation
<b>CHAPTER 1: SECURITY VIOLATIONS</b>							
Interference with HOA Security Patrol	1:1.3	Major	\$100.00	\$150.00	\$200.00	\$250.00	No
<b>CHAPTER 2: REGISTRATION VIOLATIONS</b>							
Failure by owner to register self with the HOA	2:1.2	Major	\$100.00*	\$150.00	\$200.00	\$250.00	Yes
Failure by owner to register tenants with the HOA	2:2.2	Major	\$100.00*	\$150.00	\$200.00	\$250.00	Yes
Refusal by tenant to cooperate with the HOA in registering	2:2.2	Major	\$100.00*	\$150.00	\$200.00	\$250.00	Yes
Failure to register vehicle with the HOA	2:4.2	Major	\$100.00*	\$150.00	\$200.00	\$250.00	Yes
Failure to register pet with the HOA	2:5.2	Major	\$100.00*	\$150.00	\$200.00	\$250.00	Yes
Providing false information during registration	2:7.1	Major	\$100.00	\$150.00	\$200.00	\$250.00	No
<b>CHAPTER 3: INSURANCE VIOLATIONS</b>							
Acts causing increases in rate or cancellation of insurance	3:1.2	Severe	\$250.00	\$325.00	\$400.00	\$500.00	TBD
<b>CHAPTER 4: ARCHITECTURAL AND LANDSCAPING CONTROL VIOLATIONS</b>							
Unauthorized improvement, alteration, or maintenance	4:1.1	TBD	TBD*	TBD	TBD	TBD	Yes
Unauthorized painting on building exterior or common areas	4:1.2	Minor	\$25.00*	\$50.00	\$50.00	\$75.00	Yes
Improper placement of satellite TV dish	4:1.3	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Failure to observe rules regarding seasonal and holiday décor	4:1.4	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Prohibited window air conditioners	4:1.6	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Failure to keep interior in good repair	4:3.1	TBD	TBD*	TBD	TBD	TBD	Yes
Unauthorized electrical alterations	4:3.2	Major	\$100.00*	\$150.00	\$200.00	\$250.00	Yes
Unauthorized trimming of hedges	4:4.1	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	No
Unauthorized change in the grade of landscaping	4:4.2	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Unauthorized plantings	4:4.3	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Damaging or removing light fixtures or light bulbs	4:5.1	Major	\$100.00	\$150.00	\$200.00	\$250.00	No
Non-exempt use of colored light bulbs	4:5.2	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Interference with surveillance cameras or system	4:6.1	Major	\$100.00	\$150.00	\$200.00	\$250.00	No
Prohibited window coverings	4:7.1.2	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Unapproved window tinting	4:7.1.3	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Non-exempt or unauthorized removal of window screens	4:7.2.1	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Failure to replace damaged window screen	4:7.2.2	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Prohibited display of signs in window	4:7.3	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Prohibited window hangings	4:7.4	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
<b>CHAPTER 5: COMMON AREA VIOLATIONS</b>							
Propping open or removing exterior door opens	5:1.1	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Obstructions in common area hallways	5:2.1	Minor	\$25.00	\$50.00	\$75.00	\$100.00	TBD
Unauthorized alterations of sidewalks	5:4.1	TBD	TBD*	TBD	TBD	TBD	Yes
Obstructions on sidewalks	5:4.2	Minor	\$25.00	\$50.00	\$75.00	\$100.00	TBD
Prohibited Acts - intimidating or monopolizing	5:1.1	Major	\$100.00	\$150.00	\$200.00	\$250.00	No
Failure to supervise child(ren) in common areas	5:5.2	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	No
Failure to clean up after oneself in the common areas	5:5.3	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Loitering in common areas	5:5.4	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Failure to observe outdoor barbecuing rules	5:5.5	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Prohibited yard sale	5:5.6	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
<b>CHAPTER 6: FACILITY AND AMENITIES VIOLATIONS</b>							
Failure to attend to one's own laundry	6:2.3	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Failure to observe laundry room rules regarding machines	6:2.4	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Use of pavilion outside of available hours	6:3.1	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Use of swimming pool outside of available hours	6:4.1	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Failure of resident to accompany child or guest to pool	6:4.3	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Bring pet or animal inside pool enclosure	6:4.4	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Failure to wear appropriate swimwear	6:4.5	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Failure to observe pool health and hygiene rules	6:4.6	Major	\$100.00	\$150.00	\$200.00	\$250.00	No
Failure to observe rules of conduct in pool enclosure	6:4.7	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Bringing glass or breakable containers into pool enclosure	6:4.8	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Bringing alcohol into the pool enclosure	6:4.9	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
<b>CHAPTER 7: VEHICLES VIOLATIONS</b>							
<b>IN ADDITION TO FINES, ANY VEHICLE MAY BE TOWED</b>							
Prohibited vehicle parked in complex	7:1.1.2	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Parking more vehicles than allowed per unit	7:1.2	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Failure to maintain vehicle in good repair / leaking fluids	7:1.3	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Performing vehicle maintenance / vehicle on blocks	7:1.4	Minor	\$25.00	\$50.00	\$75.00	\$100.00	TBD
Prohibited vehicle washing	7:1.5	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
<b>CHAPTER 7: PARKING VIOLATIONS</b>							
<b>IN ADDITION TO TOWING UNDER THE RULES, A FINE MAY BE IMPOSED</b>							
Parking violation	7:2	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
<b>CHAPTER 7: TRAFFIC VIOLATIONS</b>							
Failure to obey speed limits	7:3.1	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No

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Failure to maintain a safe and reasonable speed	7:3.1	Major	\$100.00	\$150.00	\$150.00	\$200.00	No.
Obstructing traffic	7:3.2	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
<b>CHAPTER 8: BICYCLE VIOLATIONS</b>							
<b>IN ADDITION TO REMOVAL UNDER THE RULES, A FINE MAY BE IMPOSED</b>							
Failure to park bicycle in bicycle racks	8:1.1	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Failure to maintain bicycle in good repair in common areas	8:1.3	Minor	\$25.00	\$50.00	\$75.00	\$100.00	Yes
<b>CHAPTER 9: NOISE AND OTHER DISTURBANCE VIOLATIONS</b>							
Noise violation	9:1.1	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Dog barking	9:1.2	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	No
Vehicle Noise Violation - Alarms	9:1.3.1	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	TBD
Vehicle Noise Violation - Exhaust Modifications	9:1.3.2	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Vehicle Noise Violation - Stereo Systems	9:1.3.3	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	No
<b>CHAPTER 10: NUISANCES AND OFFENSIVE ACTIVITIES</b>							
Prohibited offensive activity	10:1.1	TBD	TBD	TBD	TBD	TBD	TBD
Illegal or criminal activity	10:1.2	Severe	\$250.00	\$325.00	\$400.00	\$500.00	TBD
Dumpster diving / Trash Picking / Scavenging	10:2.1	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Failure to treat infestation of insects or other pests	10:3.1	Severe	\$250.00*	\$325.00	\$400.00	\$500.00	Yes
Littering in common areas (including tobacco waste)	10:4.1	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Public urination or defecation	10:5.1	Major	\$100.00	\$150.00	\$200.00	\$250.00	No
Bringing in or keeping shopping cart in complex	10:6.1	Major	\$100.00	\$150.00	\$200.00	\$250.00	Yes
Smoking in prohibited areas	10:7.2	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
<b>CHAPTER 11: OCCUPANCY VIOLATIONS</b>							
Failure to observe permanent occupancy limits	11:1.2	Major	\$100.00	\$150.00	\$200.00	\$250.00	Yes
Exceeding maximum occupancy (overcrowding)	11:2.1	Major	\$100.00	\$150.00	\$200.00	\$250.00	Yes
<b>CHAPTER 12: GUEST VIOLATIONS</b>							
Failure to observe limits on time periods for guest visitation	12:1.2	Major	\$100.00	\$150.00	\$200.00	\$250.00	Yes
Inviting or allowing trespassers on property	12:2.1.1	Severe	\$250.00	\$325.00	\$400.00	\$500.00	TBD
Failure to accompany guest	12:2.1.2	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Giving or loaning a guest a key issued by the HOA	12:2.1.3	Major	\$100.00	\$150.00	\$200.00	\$250.00	TBD
Failure to advise guest to observe HOA Rules & Regulations	12:2.1.4	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
<b>CHAPTER 13: ANIMAL AND PETS VIOLATIONS</b>							
Bringing, keeping, or maintaining prohibited animals	13:1.1	Severe	\$250.00	\$325.00	\$400.00	\$500.00	Yes
Animal breeding	13:1.2	Major	\$100.00	\$150.00	\$200.00	\$250.00	Yes
Failure to remove dead animal from inside unit	13:1.3	Severe	\$250.00	\$325.00	\$400.00	\$500.00	Yes
Failure to observe the limit of two pets per unit	13:2.1	Minor	\$25.00	\$50.00	\$75.00	\$100.00	Yes
Failure to house pet indoors	13:2.2	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	Yes
Failure to supervise pet in common areas	13:2.3.1	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Failure to maintain a tagged collar on pet	13:2.3.2	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Failure to leash pet while in common areas	13:2.3.3	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Failure to clean up after pet	13:2.5	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
<b>CHAPTER 14: PLUMBING VIOLATIONS</b>							
Flushing prohibited items down a toilet	14:1.1	Major	\$100.00	\$150.00	\$200.00	\$250.00	No
Improper disposal of fats, oil, and grease	14:1.2	Major	\$100.00	\$150.00	\$200.00	\$250.00	No
<b>CHAPTER 15: SAFETY VIOLATIONS</b>							
Failure to install or maintain fire and smoke detector(s)	15:1.1	Major	\$100.00*	\$150.00	\$200.00	\$250.00	Yes
Keeping hazardous materials in a unit	15:2.1	Severe	\$250.00	\$325.00	\$400.00	\$500.00	Yes
Climbing on exterior of building or roof	15:3.1	Major	\$100.00	\$150.00	\$200.00	\$250.00	No
Failure to observe helmet rules	15:3.2	Minor	\$25.00*	\$50.00	\$75.00	\$100.00	No
<b>CHAPTER 16: TRASH AND WASTE DISPOSAL VIOLATIONS</b>							
Failure to remove trash from unit and common areas	16:1.1	TBD	TBD*	TBD	TBD	TBD	Yes
Improper disposal of garbage into dumpsters	16:1.2	Minor	\$25.00	\$50.00	\$75.00	\$100.00	No
Dumping of prohibited items in or around dumpsters	16:1.3	Major	\$100.00	\$150.00	\$200.00	\$250.00	No
Dumping of hazardous materials in a dumpster	16:2.1	Severe	\$250.00	\$325.00	\$400.00	\$500.00	No
<b>CHAPTER 17: RENTAL VIOLATIONS</b>							
Renting unit on a short-term, hotel, or transient basis	17:1.1	Severe	\$250.00	\$325.00	\$400.00	\$500.00	No
Landlord not renting to a single family	17:1.2	Severe	\$250.00*	\$325.00	\$400.00	\$500.00	Yes
Landlord renting to trespassed individuals	17:1.3	Severe	\$250.00	\$325.00	\$400.00	\$500.00	Yes
Failure to obtain a written lease agreement	17:3.1	Major	\$100.00*	\$150.00	\$200.00	\$250.00	Yes
Failure to conform lease agreement to HOA requirements	17:3.2	Severe	\$250.00*	\$325.00	\$400.00	\$500.00	Yes
Failure to provide HOA with copy of lease agreement	17:3.3	Major	\$100.00*	\$150.00	\$200.00	\$250.00	Yes

\*=Denotes the violation requires a warning and opportunity to cure, if a continuing violation, before the imposition of a fine.

**The above fines may be levied in addition to any other penalty imposed by the Association.**

**See Chapter 18, Section 2 for penalties.**

**Any nonresident may be trespassed for any violation.**