
PETS, PARKING AND POOLS:
ASSOCIATION RULES AND REGULATIONS

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I. INTRODUCTION

In Oklahoma a condominium estate is created under the Unit Ownership Estate Act by filing with the local county clerk a declaration of intent to submit the designated property to the Condominium Act. (60 O.S. §502) Thereafter the administration of the condominiums is by the use of bylaws with rules either included in the bylaws or set up as a separate instrument. A copy of 60 O.S. §514 "Declaration Creating Estate--Contents" is attached hereto as Exhibit "A".

60 O.S. §519 provides:

§519. ADMINISTRATION OF PROPERTY TO BE GOVERNED BY BYLAWS

The administration of every property shall be governed by bylaws, a true copy of which shall be annexed to the declaration and to the first deed of each unit

60 O.S. §520 provides:

§520. NECESSARY CONTENTS OF BYLAWS

The bylaws must necessarily provide for at least the following:

Form of administration, indicating whether in charge of an administrator or a board of administration, or otherwise, and specifying the powers, manner of removal and, where proper, the compensation therefor,

Method calling or summoning the unit owners to assemble; that a majority of unit owners, as defined in Section 3(n) of this act is required to adopt decisions; who is to preside over the meeting and who will keep the minute book wherein the resolutions shall be recorded,

Care, upkeep and surveillance of the building and its general or limited common elements and services

Manner of collecting from the unit owners for the payment of the common expenses,

Designation and dismissal of the personnel necessary for the maintainance, upkeep and repair of the common elements,

Such restrictions on and requirements respecting the use and maintenance

of the units and the use of the common elements, not set forth in or appended to the declaration, as are designed to prevent unreasonable interference with the use of their respective units and of the common elements by the several unit owners,

(g) That seventy-five percent 75%) of the unit owners, computed on the basis set forth in Section 3(n) of this act, may at any time modify or amend the bylaws, but each one of the particulars set forth in this section shall always be embodied in the bylaws. Such modification or amendment shall not become operative unless set forth in an amended declaration and duly recorded.

60 O.S. §530 provides:

§530. PERSONS SUBJECT TO ACT

(a) All unit owners, tenants of such owners, employees of owners and tenants, or any other persons that may in any manner use the property or any part thereof submitted to the provisions of

this act, shall be subject to this and to the declaration and bylaws of council of unit owners adopted pursuant to the provisions of this act

60 O.S. §508 provides:

§508. STRICT COMPLIANCE WITH RULES AND BYLAWS BY UNIT OWNERS

Each unit owner shall comply strictly with the bylaws and with the administrative rules and regulations adopted pursuant thereto, as either of the same be lawfully amended from time to time, and with the covenants, conditions restrictions set forth in the declaration or in the deed to this unit. Failure to comply with any of the same shall be grounds for an action to recover due, for damages or injunctive relief or both, maintainable by the manager or board of managers on behalf of the council of unit owners or, in a proper case, by an aggrieved unit owner.

A sample set of condominium documents is attached hereto as Exhibit "B".

Regulatory details are sometimes not dealt with in body of the bylaws, but are left for the Board or council of unit owners to handle through the later adoption of specific rules.

ENFORCEABILITY OF ASSOCIATION RULES

To the extent a set of condominium bylaws are enacted and filed of record simultaneously with the initial declaration, and such bylaws are attached to the first deed out on each unit, purchasers of the units take title to their units with knowledge of and subject to the rules in such bylaws. (see 60 O.S. §§508, 519, 530, above)

As stated in a fairly recent Florida case:

Hidden Harbour Estates, Inc. v. Basso,
393 So.2d 637 (Fla. 4th DCA 1981),
suggested that condominium rules falling
under the generic heading of use restric-
tions emanate from one of two sources:
the declaration of condominium or the
board of directors. Those contained in
the declaration "are clothed with a very
strong presumption of validity ..., id
at 639, because the law requires their

disclosure prior to the time of
purchase and, thus, the purchaser had
adequate notice. (authorities omitted)
Board rules on the other hand, are

treated differently. When a court is called upon to assess the validity of a rule enacted by a board of directors, it first determines whether the board acted within its scope of authority and, second, whether the rule reflects reasoned or arbitrary and capricious decision making. (authorities omitted) Beachwood Villas Condominium v. Poor, et al., 448 So.2d 1143,1144 (Fla. App. 4 Dist. 1984)

Unit purchasers acquire their interest with notice of the statutory provision providing that such bylaws can be amended with a 75% "super majority" vote rather than either a unanimous vote or simple majority vote (i.e., over 50%). [see 60 O.S. §520(g)] Due to the mandatory recording of the bylaws and all amendments thereto, it appears that such bylaws and later amendments run with the land, and are binding on all subsequent owners or encumbrancers

The proper parties to seek enforcement of such bylaws and rules include " the manager or board of managers on behalf of the council of unit owners or, in a proper case, by an aggrieved unit owner." 60 O.S. §508

Such enforcement may include, at a minimum, "an action to recover sums due, for damages or injunctive relief

or both, " 60 O.S. §508 Recovery of sums due would be an appropriate means to collect past due assessments; recovery damages arising from negligent or intentional acts of destruction to the common elements would be appropriate; and enforcement of a prohibition on pets in the units would probably best be handled by injunction as well as, if appropriate, for damages to common elements done by the unauthorized pets.

Regulations by a condominium association governing a unit owner's use of the common facilities are necessary will be enforced as long as they are reasonable. Therefore, a condominium association is not at liberty to adopt arbitrary or capricious rules having no bearing on the health, happiness and enjoyment of the various unit owners. Activities which might prove annoying to general residents be regulated by the board of managers but such restrictions must be reasonable, related to stated purposes, and not aimed at a specific resident in the absence of a clear rationale. 15A Am Jur 2d Condominiums §31 Promulgation

Enforcement Of House Rules

Initial notice letters to a possible rules violator seeking a correction of the problem might be worded diplomatically as follows:

We received a letter in our office and are certain you would like to be aware of

anything which may be causing concern
others

We realize there are always two sides to
any question and are anxious to hear
you. Your reply will be placed in our
file.

We do not initially use names, to avoid
misunderstandings, but if you feel this
report is not justified, a meeting can be
held with the committee involved to
your opinions and hear also from the per-
son who has contacted this office

We realize multi-family living does
require certain adjustments and what
be annoying to one person may not to
another

We are anxious to hear your opinions
during the adjustment period.

If you feel the rule in question should
not be applied in this particular case,
please advise us, in writing, so we may
register your opinion

We received a question from another resident regarding a stereo or TV in your general vicinity. This may or may not be your equipment but if it is we might have some suggestions. For example, we have found the bass usually carries further than the rest of the sound. You may try moving your stereo or TV a bit away from the wall, raising the bass tone slightly or lowering the volume level

We have been notified of a possible misunderstanding.

The initial rules we agreed on do not allow this practice. If you feel there should be a reconsideration of this rule please let us know in writing. However at this time, we are bound to respect the rule as written.

This letter is being written to a number of people in your part of the building. We have had a report of an odor which cannot be pinned down. Please check your apartment or ask another to assist you in case the odor could be in your vicinity

Look for certain types of cooking, pets
or high humidity

"Writing Rules Enforcement Letters", Community Association
Law Reporter, Sept. 1982, William McGonigal.

The State Supreme Court of Connecticut held bylaws
must 1) be reasonable on their face, (2) be applied in a
reasonable matter, and 3) any sanction must be reasonable.
Expulsion from a yacht club for conduct resulting in minor
damage to another member's truck, was ruled unreasonable in
application and as to punishment. Sterner v. Saugatuck
Harbor Yacht Club, Inc., 450 A.2d 369 (Conn. 1982)

III. RECENT DEVELOPMENTS IN ASSOCIATION REGULATORY POWERS

Recent court cases (i.e., last 5-6 years concerning condominium regulatory powers include the following:

A LEASING

A unit owner cannot be placed in a class where he can only lease his unit to a third party once every two years instead of once a year because he acquired his unit after a specified date. This rule, adopted by the board of directors under the general rule making authority of the bylaws, was subject to challenge by the unit owner even though he signed a letter agreeing to abide by all rules. The challenge was possible because the rule was contrary to the bylaws which stated that all rules and regulations "shall be equally applicable to all members, and uniform in their application and effect." Barnett And Klein Corporation v. President of Palm Beach--A Condominium, Inc., 426 So.2d 1074 (Fla. App. 4 Dist. 1983)

B. PETS

1. A council of unit owners can delegate its rule making authority to a board of directors so long as such rules as promulgated are not inconsistent with the master deed, declaration and bylaws. Such rules can limit (through

a court injunction, if necessary) unit owners to having one dog or cat, and can dictate that the single animal cannot be kept, bred or used in the unit for any commercial purpose. Dulaney Towers Maintenance Corporation v. O'Brey, 418 A.2d 1233 (Md. App. 1980)

2. The court upheld condominium covenants prohibiting the keeping of livestock and limiting the number of dogs to only one, which cannot exceed 25 pounds. A resident was forced to get rid of a dog which exceeded the 25 pound limit. 100 South Doheny Condominium Association, Inc. v. Starling, LASC Case No. C349471 (1981)

3. Where bylaws provided that no pets were to be kept unless permitted by the condominium board of directors the board must consider each application on its own merits rather than following a uniform policy of not permitting any pets. Such bylaws are enforceable due to estoppel even if technically defective. Chateau Village North Condominium Association v. Jordan, 643 P.2d 791 (Colo, App. 1982)

4. In a non-condominium situation, it was determined that a pig was a "pet", if the purpose for keeping the animal was for pleasure and not utility. Foster Village Community Association v. Hass, 667 P.2d 850 (Hawaii App. 1983)

C. PARKING

1. A motor home was held to be included in the

definition of " vehicles in excess of 6,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes " The parking of this vehicle on a lot would have been enjoined by the court at the request of the homeowners association, except for a defect in the language describing where the "vehicles" could not be parked. Fairwood Greens Homeowners Assn., Inc. v. Young, 614 P.2d 219 (Wash. App. 1980)

2. While a portion of the common elements of a condominium was not designated as a parking space devoted to a unit, it cannot be made into such a dedicated parking space absent proper processing of such an amendment including in particular the giving of notice to all unit owners. Such unannounced amendment is invalid even if 75% of the unit owners consent to the action, which is all it takes to approve such an amendment. Stuewe v. Lauletta, 418 N.E.2d 138 (Ill. App. 1981)

3. Where an industrial condominium statutes authorizes assessments but not penalties, penalties cannot be collected. Penalties were attempted to be levied for refusal of a unit owner to remove his unwashed trash-collecting trucks. It was also determined that a rule requiring that the trucks be washed with a "disinfectant/insecticide substance 'designed' to reduce odor and kill insects provides no realistic standard for

compliance," since all such solutions would be 'designed' to accomplish such an objective. Therefore, the request for an injunction was denied. Unit Owners Assn. of Build America-1 v. Gillman, 292 S.E.2d 378 (Va. 1982)

4. A community association failed to get an injunction against the parking of a van--customized as a motor home--outside the garage. The court's reasoning was that the van was not covered within the description of the prohibited vehicles found in the recorded restrictive covenants, which only covered "trucks or commercial vehicles". Lake St. Louis Community Assn. v. Leidy, 672 S.W.2d 381 (Mo. App. 1984)

5. A condominium association was found to have acted within its authority when it had 3 cars towed away. There were 85 units and 58 parking spaces, and notice of possible towing was given at an association meeting and was posted on the cars four days before the towing. Richard I. Johnson v. Annie Hobson, 505 A.2d 1313 (D.C. App. 1986)

D. POOLS

It was held that a statute requiring lifesaving and resuscitation personnel and equipment be available at a swimming pool operating for profit included a condominium association pool. This ruling applied even though there was no admittance fee because there was a pool maintenance fee charged to all unit owners. Hall Harbor Assn., Inc. v. Cape

May County, 483 A.2d 445 (N.J. Super L. 1984)

2. A later New Jersey case held that the statute requiring personnel and equipment be available to provide lifesaving and resuscitation services at pools did not apply to condominium pools if no fee was charged and the units were all owner occupied. In Hall Harbor, above, the units were not all owner occupied. State of New Jersey v. Woodlands Condominium Association, 497 A.2d 912 (N.J. Super L. 1985)

E. AGE

1. A condominium association was granted an injunction prohibiting a unit owner from having a child under 16 (i.e., a 10-year old step-son residing with him. The declaration was amended to add the prohibition before the unit owner became a step-father and the prohibition was found to be binding on the unit owner. Everglades Plaza Condo. Assn. v. Buckner, 462 So.2d 835 (Fla. App. 4 Dist. 1984)

2. The condominium association was granted an injunction to keep lessees of a unit from violating a prohibition in the bylaws against any permanent resident under 16. The prohibition was found to be constitutional even though it allowed children already residing in the condominium to remain. Preston Tower Condominium Association v. S.B. Realty, 685 S.W.2d 98 (Tex. App. 5 Dist. 1985)

3. A condominium association was not granted an injunction enforcing its declaration provision prohibiting children under 16 from taking up permanent residence. The prohibition was found to violate due process guarantees because it had an exception for children of transferees from an institutional first mortgagee, which created two classes of owners without any rational reason. Pearlman v. Lake Dora Villas Management, 479 So. 2d 780 (Fla. 5th DCA 1985)

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EXHIBIT "A"

§ 514. Declaration creating estate—Contents

The declaration creating and establishing unit ownership estates as provided in Section 502 of this title, shall be recorded and shall contain the following particulars:

- (a) Description of the land,
- (b) Description of the building, stating the number of stories and basements, the number of units, and the principal materials of which it is constructed,
- (c) The unit designation of each unit, and a statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and any other data necessary for its proper identification,
- (d) Description of the general common elements and the proportionate interest of each unit owner therein,
- (e) Description of the limited common elements, if any, stating which units shall share the same and in what proportion,
- (f) The name of a person to receive service of process in the cases hereinafter provided together with the residence or place of business of such person which shall be within the county in which the property is located,
- (g) The method which the declaration may be amended, consistent with the provisions of this act,
- (h) Any other details or restrictions in connection with the property which the person executing the declaration may deem desirable to set forth,
- (i) The declarant by a specific provision in the declaration may reserve the right to annex additional property to the property which was submitted to the Unit Ownership Estate Act¹ under the original declaration. If such right is reserved, the declaration shall also include:
 - (1) The legal description of the property capable of being annexed, and the total number of units that may be added by one or more such annexations;
 - (2) The time limit within which the annexation shall take place from the recordation date of the original declaration;
 - (3) A requirement that all improvements intended for the property of each annexation shall be substantially complete prior to each such annexation;
 - (4) The formula for determining the undivided interest of each unit owner in the total common elements after each such annexation, which formula may not be changed without the unanimous consent of all the unit owners, and which formula shall be reasonably expected to result in a ratio of the approximate relation of the value of each unit after each annexation as it bears to the aggregate fair value of all units after each such annexation;
 - (5) A description of the annexation document to be executed and recorded by the declarant which shall not require the consent of the unit owners. The annexation document shall state the undivided interest of each unit owner in the common elements for each unit which is a part of the total property after such annexation. However, such undivided interest may be later changed in accordance with the act by a later annexation;
 - (6) A requirement that the improvements on the property to be annexed will be consistent with the improvements of the property originally submitted to the declaration in terms of quality and construction; and
- (j) The specific formula for determining the amount of contribution to be made by the declarant for unconstructed units and/or unconstructed buildings if such contribution is less than the pro rata contribution of the expenses described in subsection (a) of Section 512 of this title.

Amended by Laws 1985, c. 137, § 4, eff. Nov. 1, 1985.

¹ Section 501 et seq. of this title.

EXHIBIT "B"

BYLAWS OF _____ OWNERS' ASSOCIATION
AN OKLAHOMA NON-PROFIT CORPORATION

The administration of the _____ Condominium Project and the _____ Owner's Association shall be governed by its Articles of Incorporation ("Articles"), these Bylaws, Oklahoma Unit Ownership Estate Act (the "Act") and by the Declaration.

1. APPLICATION OF BYLAWS

All present and future unit owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, Articles, these Bylaws and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that the provisions of the Declaration, Articles and these Bylaws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified and will be complied with

2. ASSOCIATION OF UNIT OWNERS

The _____ Owners' Association is a non-profit corporation organized under the provisions of Title 60, Chapter 11, Okla. Stat. Ann., as amended. The name in which contracts shall be entered into, title to property shall be acquired, held dealt in and disposed of, bank accounts shall be opened and suits shall be brought and defended by the Board of Directors "Board"), or officers thereof on behalf of and agents for the unit owners in the manner specified by the Act, Declaration or these Bylaws, is _____ Owners' Association, an Oklahoma non-profit corporation

3. MEETINGS OF THE ASSOCIATION

3.1 The presence in person or by proxy at any meeting of the association of unit owners holding of at least fifty percent (50%) of the undivided ownership of the common elements in response to notice of all unit owners of record properly given shall constitute a quorum. In the event that unit owners holding

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referred to in paragraph 5.2 above except: (i) the final determination of common expenses, budgets and assessments based thereon, (ii) the promulgation of house rules and administrative rules and regulations, (iii) the power to enter into any contract involving more than \$_____ in any one fiscal year, (iv) the opening of bank accounts, (v) the power to purchase, hold, sell, convey, mortgage or lease any units in the name of the association or (vi) to bring, prosecute or settle litigation.

5.4 Members of the Board, officer and any assistant officer, agents and employees of the association (i) shall not be liable to the unit owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence; (ii) shall have no personal liability in contract to a unit owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the association in their capacity as such; iii shall have no personal liability in tort to any unit owner or any person or entity, direct or imputed, by virtue of acts performed by them, or acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the property, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

The unit owners shall indemnify and hold harmless any person, his heirs and personal representatives from and against all personal liability and all expenses including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative instituted by any one or more unit owners, or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an officer or assistant officer, agent or employee of the association, other than to the extent, if any, that such

liability or expense shall be attributable to his willful misconduct or bad faith, provided in the case of settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of unit owners or of the Board or otherwise. The indemnification by the unit owners as contained herein shall be paid by the Board on behalf of the unit owners and shall constitute a common expense and shall be assessed and collectible as such

5.6 Beginning with the first annual meeting and at every annual meeting thereafter, the association shall elect members of the Board for the forthcoming year. At least thirty (30) days prior to any annual meeting of the association, the Board shall select from the unit owners a nominating committee of not less than three (3) members (none of whom shall be members of the then Board of Directors) who shall recommend to the annual meeting one nominee for each position on the Board to be filed at that particular annual meeting. Nomination for positions of the Board may also be made by petition filed with the Secretary of the association at least seven (7) days prior to the annual meeting of the association, which petition shall be signed by two (2) or more unit owners and signed by the nominee named therein indicating his willingness to serve as a member of the Board if elected. Members of the Board shall not be required to be unit owners but must be natural persons and residents of the State of Oklahoma.

5.7 Members of the Board shall serve for a term of two (2) years; provided, however, that one member of the Board elected at the first annual meeting shall serve for an initial term of one (1) year and the two other members shall serve for initial terms of two (2) years. The terms of no more than two members will end each year. The members of the Board shall serve until their respective successors are elected, or until their death, resignation or removal. Any member of the Board who fails to attend three (3) consecutive Board meetings held during any

calendar year shall forfeit his membership on the Board.

Any member of the Board may resign at any time by giving written notice to the President of the association or the remaining Board members. Any member of the Board may be removed from membership on the Board by a two-thirds (2/3) majority vote of the association. Whenever there shall occur a vacancy on the Board due to death, resignation, removal or any other cause, the remaining members shall elect a successor member to serve until the next annual meeting of the association, at which time said vacancy shall be filled by the association for the unexpired term, if any.

The members of the Board shall receive no compensation for their services unless expressly approved by a majority of the association; provided, however, that any member of the Board may be employed by the association in another capacity and receive compensation for such employment, if otherwise allowed.

5.10 The meeting of the Board shall be held at such places within the State of Oklahoma as the Board shall determine. Two (2) members of the Board shall constitute a quorum, and if quorum is present, the decision of a majority of those present shall be the act of the Board. The Board shall annually elect all of the officers of the association. The meeting for the election of officers shall be held at the first meeting of the Board immediately following the annual meeting of the association.

5.11 Regular meetings of the Board may be held without call or notice.

Special meeting of the Board may be called by the President or by any two (2) Board members. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called; if an agenda is prepared for such meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

5.13 Any member of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at a meeting shall constitute a waiver of notice of such meeting except if a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

After the election of the members of the Board at the first annual meeting of the association, they shall execute, acknowledge and record an affidavit stating the names of the members of the newly elected Board. Thereafter, any one (1) person who is designated of record as being a member of the most recent Board (regardless of whether or not he shall still be a member) may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all on the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

The fiscal year shall be determined by the Board.

The membership may ratify actions taken by the Board subsequent to such actions and thereby give such action the full force and effect as though approved in advance.

6. COMMON EXPENSES: ASSESSMENTS

6.1 All assessments shall be made and collected in accordance with this paragraph and the provisions of paragraph 7 hereof.

Each owner shall be liable for a proportionate share of the common expenses, such shares being the same as the percentage of undivided interest in the common elements appurtenant to the unit owned by the unit owner as set forth in Exhibit "B".

6.3 Within thirty (30) days prior to the annual meeting

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6.6 The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the common elements, specifying and itemizing the maintenance, repair and replacement expenses of the common elements and any other expenses incurred. In accordance with the actions of the Board assessing common expenses against the units and unit owners, the Treasurer shall keep an accurate record of such assessments and of the payments thereof by each unit owner. The books and accounts of the association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer. At the close of each fiscal year, the books and records of the Board shall be audited by a certified public accountant approved by the association. The books and accounts of the association shall be available for inspection at the office of the association by any unit owner or his authorized representative during the regular business hours.

6.7 There shall be no single improvement exceeding the sum of \$_____ made by the Board without the same having been first voted on and approved by two-thirds (2/3) majority of those present in person or by proxy of the association at a meeting duly called for that purpose. The foregoing shall not apply in connection with damage or destruction referred to in paragraph 12 of the Declaration or such structural alterations, capital additions to, or capital improvements of the common elements as are necessary in the Board's reasonable judgment to preserve or maintain the integrity of the common elements or the property.

6.8 Amendments to this paragraph shall be effective only upon written consent of three-fourths (3/4) of the unit owners and their mortgagees.

7. COLLECTION OF ASSESSMENTS

7.1 All common expense assessments shall be separate, distinct and personal liability of the owner of the unit at the time each assessment is made. The Board shall have the rights and remedies contained in the Act, Declaration, Articles and these Bylaws to enforce the collection of assessments for common

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unpaid assessments for common expenses which are a lien against a unit, and for any expenses of and advances by the Board, the Board may on behalf of all the unit owners purchase the unit at sheriff's sale, provided such action is authorized by the affirmative vote of a majority of the members of the Board.

7.4 In addition to the statements issuable to purchasers of units, the Board shall provide a current statement of unpaid assessments for common expenses and for any expenses of and advances by the Board in respect of the unit, to the unit owner, to any person who shall have entered into a binding agreement to purchase the unit and to any mortgage on request at reasonable intervals.

7.5 In all cases where all or part of any assessments for common expenses and for any expenses of and advances by the Board cannot be promptly collected from the persons or entities liable therefore under the Act, Declaration, Articles or these Bylaws, the Board shall reassess the same as a common expense, without prejudice to its rights of collection against such persons or entities.

7.6 Lien for unpaid assessments

7.6.1 All sums assessed to any unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such unit in favor of the Board. The lien shall be superior to all other liens and encumbrances on such unit, except only for (i) valid tax and special assessment liens on the unit in favor of any governmental assessing authority; and (ii) encumbrances on the interest of the owner recorded prior to the date that notice of the lien provided for herein is recorded which by law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any unit after the Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

7.6.2 To evidence a lien for sums assessed pursuant

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UNIT OWNERS

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9.2.1 To enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or,

9.2.2 To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

9.2.3 In the case of emergency the association or any person authorized by the association shall have the right of entry to any unit, such right shall be immediate whether the unit owner is present at the time or not

10. SPECIAL COMMITTEES

The Board by resolution may designate one or more special committees, each committee to consist of two (2) or more unit owners which, to the extent provided in said resolution shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such or names as may be determined from time to time by the Board. Such special committees shall keep regular minutes of their proceedings and report same to the Board when required. The members of such special committee or committees designated shall be appointed by the Board to fill vacancies or each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

10.1 The Board shall establish a Covenants Committee consisting of three (3) members appointed by the Board, each to serve for a term of one (1) year, in order to assure that the condominium shall always be maintained in a manner:

- (1) providing for visual harmony and soundness of repair;
- (2) avoiding activities deleterious to the aesthetic or property values of the condominium;
- (3) furthering the comfort of the unit owners, their guests, invitees and lessees; and,
- (4) promoting the general welfare and safety of the condominium community.

10.2 Powers: the Covenants Committee shall regulate the external design, appearance, use and maintenance of the common elements in accordance with standards and guidelines contained in the condominium documents. The Covenants Committee shall have the power to issue a cease and desist request to a unit owner, his guests, invitees or lessees whose actions are inconsistent with the provisions of the condominium act, the condominium documents or resolutions of the Board. Upon petition committee shall from time to time, as required, provide interpretations of the condominium documents and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a unit owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board by any party deemed by the board to have standing as an aggrieved party and a vote of a majority of the full authorized membership of the Board may modify or reverse any such action, ruling or decision.

10.3 Authority: The Covenants Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution including the right to impose fines (pursuant to Section 2 of Article X hereof). The Board may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of a majority of its full authorized membership thereof. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided by resolution of the Board. Notwithstanding the foregoing, no action may be taken by the Covenants Committee without giving the unit owners involved at least ten (10) days written notice prior to afford the owners the opportunity to be heard, with or without counsel, with respect to the violations asserted.

11. MEMBERSHIP AND VOTING

The members of the association shall be the fee owners of the units. The Board shall maintain a list of owners which shall be updated on a regular basis. Disputes over the membership list shall be resolved by reference to the official

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of the Committee shall serve on any committee or subcommittee of or serve as an officer of the _____ Owners' Association during the time he is a member of the Committee.

12.4 Appointment: Members of the Committee shall be appointed by the officers of the association. Members of such committee shall serve for a term of two (2) years; provided, however, that two of the initial members of the Committee shall serve for initial terms of one (1) year. Whenever there shall occur a vacancy on the Committee due to death, resignation, or any other cause, the officers of the association shall appoint a successor member to serve for the unexpired term.

12.5 Commencement of grievance action

12.5.1 Written complaint: A grievance between two or more unit owners, or between a unit owner or owners and the _____ Owners' Association, Board or officers shall be submitted to the Committee along with a filing fee of \$25.00 after bona fide efforts have been made by the concerned parties to reconcile the differences between them through private negotiations and through the arbitration efforts of the condominium manager. A grievance shall be filed with the Committee by preparing and submitting to the written complaint naming the parties involved and stating the facts that form the basis of the grievance. As evidence that bona fide efforts have been made by the concerned parties to resolve the differences between them, the moving party shall also file with the Committee at the time a grievance complaint is filed, an affidavit signed by the moving party and the condominium manager setting forth in detail nature of the efforts previously made to reconcile the differences between the concerned parties.

12.5.2 Notice: Within three (3) days of the date on which the written complaint is filed with the Committee, the moving party will serve a copy of the complaint and a notice of grievance upon the opposing party. The notice of grievance shall contain:

- (1) The names of the parties to the grievance.
- (2) A statement that a copy of the complaint is being served therewith which explains the nature of and facts concerning the grievance.

- (3) A statement that the Committee will conduct a hearing into the grievance and will render a decision in written form based upon written testimony and other evidence submitted by the parties involved.
- 4) A statement that the parties will have an opportunity to confront and cross-examine advance witnesses through depositions and written interrogatories.

12.6 Evidence gathering procedures: The Committee will render decisions based upon evidence submitted to the Committee by the parties involved in a grievance action. Parties will be required to submit their evidence in the form of written documents which may be derived from depositions, written interrogatories and other sources.

12.6.1 Depositions: No sooner than seven (7) days after and for a period of fourteen (14) days from the date of commencement of a grievance action, any party may take the testimony of any person, including a party, by deposition. Any party desiring to take the depositions of any person shall give five (5) days notice in writing to every party to the action and to the person who is to be deposed. The notice shall state the time and place for taking the deposition and the name and address of each person to be examined. The Committee, may for cause shown, enlarge or shorten the period of time for taking depositions. The deposition shall be taken before one of the officers of the association. In no case shall such officer be a member of the Committee. The officer before whom the deposition is to be taken shall put the witnesses on oath and shall personally, or by someone acting under his direction and in his presence, record the testimony of the witness. If requested by one of the parties, the testimony shall be transcribed, the costs thereof to be borne by the party requesting the transcription. All objections made at the time of the examination to the qualifications of the officer taking the deposition, or to the manner of taking it or to the evidence presented, or to the conduct of any party, and any other objection to the proceedings shall be noted by the officer upon the deposition.

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that the original be annexed to and returned with the deposition to the Committee, pending final disposition of the action.

12.6.2 Interrogatories to parties: Any party may serve upon any other party written interrogatories to be answered by the party served. Interrogatories may be served upon the moving party after commencement of the action and upon any other party with or after service of the notice and complaint upon that party. Each interrogatory shall be answered separately and fully in writing under oath, unless it is objected to, in which event the reasons for objection shall be stated in lieu of an answer. The answers and objections are to be signed by the person making them. The party upon whom the interrogatories have been served shall serve a copy of the answers and objections within fifteen (15) days after service of the interrogatories, except that a defendant may serve answers or objections within twenty (20) days after service of the summons and complaint upon the defendant. The Committee may allow a shorter or longer time. The party submitting the interrogatories may move for an order with respect to any objection to or other failure to answer an interrogatory.

12.7 Method of decision-making: The decisions of the Committee shall be based on the written evidence which is timely filed with the Committee by the parties to a grievance action.

evidence which meets the requirements of relevancy and materiality as set forth in the current Oklahoma Rules of Evidence shall be used by the Committee in arriving at its decision. After having read and evaluated the evidence filed the members of the Committee shall propose possible solutions. The two best proposed solution shall be voted upon in a secret ballot between three (3) members of the Committee. Whichever solution receives the majority shall be the Committee decision. The Committee shall come to a final decision in no more than twenty-one (21) days after the date all evidence has been submitted to the Committee by the parties involved

Each decision of the Committee shall be announced to the condominium membership no later than thirty (30) days after each decision describing the conduct or ruling that was disputed, the

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AMENDMENT OF BYLAWS

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affirmative vote of the association at a meeting duly called for such purpose. Upon such vote, the Board shall acknowledge the amended Bylaws and the amendments shall be effective upon recording

18. SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision.

19. CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws nor the intent of any provision hereof.

20. GENDER

The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires

21. CORPORATE SEAL

The corporate seal of the association shall consist of

22. INVALIDITY

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity or enforceability or effect of the balance of these Bylaws

23. CONFLICTS

In case any of these Bylaws conflict with the provisions of the Declaration or the Act, the provisions of the Declaration or the Act as the case may be, shall control.

24. DISSOLUTION

The provisions of the State of Oklahoma including the provisions for the Act shall be followed should it be deemed advisable that the association be dissolved, subject to the rights of any mortgagee or lienor.

In the event of dissolution the property shall be owned by all of the unit owners as tenants in common, each having an undivided percentage interest therein equal to his proportionate share of the common elements owned prior to the termination. Each unit owner may be required to execute such deed and other documents which may reasonably be required to effect the sale of the property by the association following a decision to dissolve the association

25. EFFECTIVE DATE

These Bylaws shall take effect upon recording of the Declaration of the _____ Condominium, to which these are an Exhibit.

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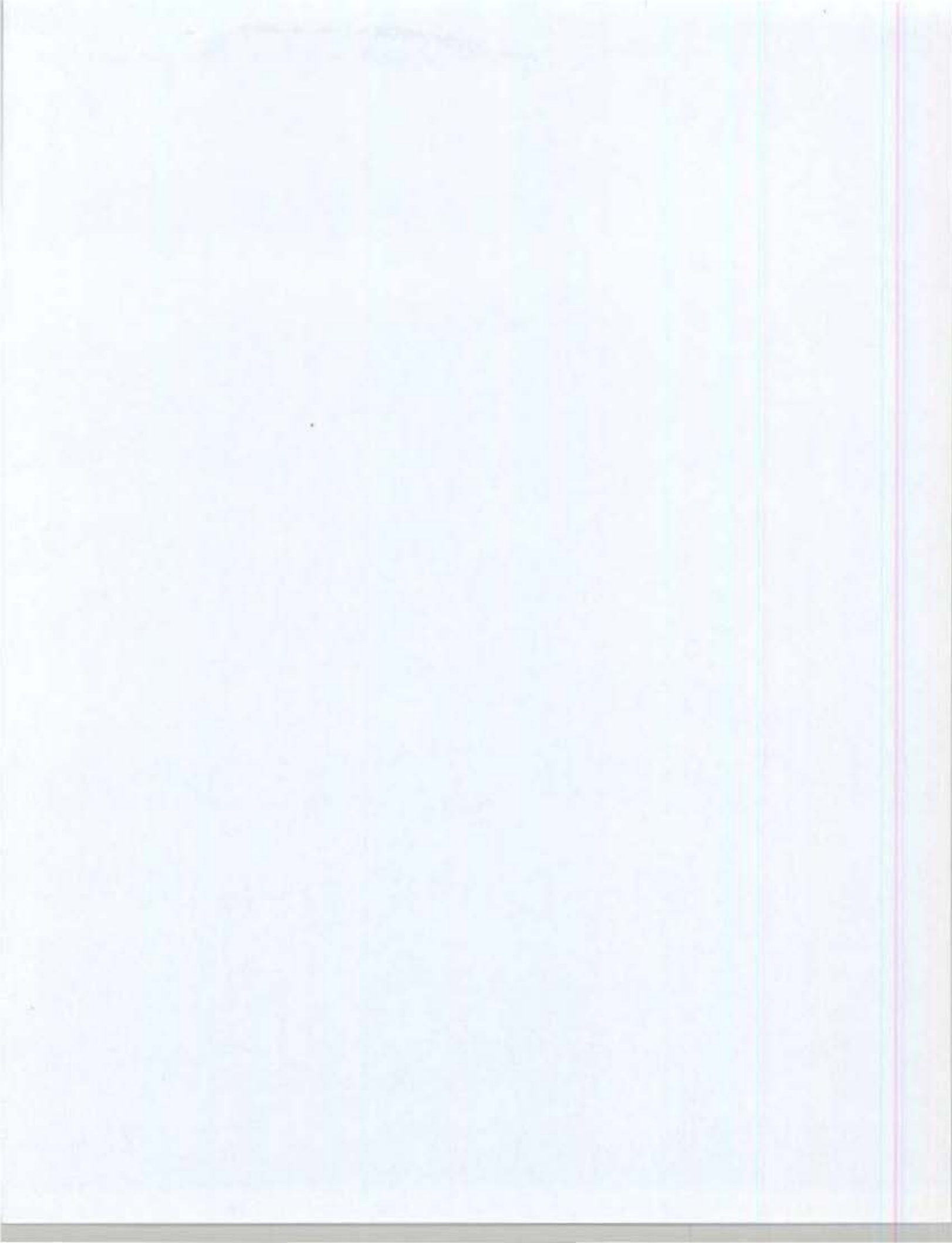
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EXHIBIT "A" TO BYLAWS
MAINTENANCE RESPONSIBILITIES

<u>ITEMS</u>	<u>ASSOCIATION'S RESPONSIBILITY</u>	<u>UNIT OWNER'S RESPONSIBILITY</u>
Plumbing and related systems and components thereof.	All maintenance, repair and replacement of these systems serving more than one unit or the common elements. Damage to a unit caused by a malfunction of any of the above.	All maintenance, repair and replacement of these systems or portions thereof, within a unit including fixtures and appliances attached thereto. All maintenance, repair and replacement of such systems, or portions thereof, serving only one unit even though such systems may be located within or without the unit. All damage to a unit caused by a malfunction of any of the above.
Electrical and related systems and components thereof including fixtures.	All maintenance, repair and replacement of these systems serving more than one unit or the common elements.	All maintenance, repair and replacement of such systems serving only one unit, even though such systems may be located within or without the unit.
Hearing and cooling system and components thereof.	All maintenance, repair and replacement of these systems serving only the common elements.	All maintenance, repair and replacement of such systems serving only one unit, even though such systems may be located within or without the unit.
Parking spaces.	All maintenance, repair and replacement.	
Trash can storage.	All repair and replacement.	All maintenance, including routine cleaning.
Personal storage areas and mechanical rooms.		All maintenance, including repair and replacement.

<u>ITEMS</u>	<u>ASSOCIATION'S RESPONSIBILITY</u>	<u>UNIT OWNER'S RESPONSIBILITY</u>
Grounds, including all paved areas and other improvements thereon lying outside the main walls of the building with the exceptions noted herein.	All maintenance, repair and replacement, including landscape, maintenance and replacement of plantings on the common elements except as noted herein.	
Building, exterior roof, exterior vertical walls, foundations and gutters.	All maintenance, repair and replacement.	
Windows.	All maintenance, repair and replacement of windows which do not serve a unit. Exterior painting, caulking and glazing of all windows.	All maintenance, repair and replacement of windows and window mechanisms which serve a unit, except exterior painting, caulking and glazing of such windows.
Doors.	All maintenance, repair and replacement of doors which do not serve a unit.	All maintenance, repair and replacement of the of the intereior surfaces of doors, which serve a unit, and all maintenance, repair and replacement of all hardware, weatherstripping and sills of such doors. All maintenance, repair and replacement of any glass portion of such doors.
Storm doors and screens, if any.	All maintenance, repair and replacement of storm doors and screens which do not serve a unit.	All maintenance, repair and replacement of storm doors and screens which serve a unit.
Exterior stoops and walkways.	All maintenance, repair and replacement, including ice and snow removal and routine cleaning.	

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THE _____ CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

Walkways in the _____ Condominium complex shall not be obstructed or used for any purpose other than pedestrian traffic.

2. No exterior of any unit shall be decorated by any unit owner in any manner without prior written consent of the association.
3. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand unattended in any part of the common elements.
4. No unit owner shall make or permit any noises, soot, odor or vibrations that will unreasonably disturb or annoy the occupants of any of the other units, or do or permit anything to be done which will unreasonably interfere with the rights, comfort or convenience of the other unit owners.
5. No unit owner shall sweep, drop, shake or throw or permit to be swept, dropped, shaken or thrown from his unit of from the doors or windows, any dirt or other substance.
6. No shades, awnings, window guards, widow boxes, ventilators fans or air conditioning devices shall be used in or about the buildings except such as shall have been approved by the association, unit owners may use storm doors and windows of material, color and type approved by the association.
7. Occupants of units who are agents for outside commercial interests shall not solicit in person by telephone within the _____ Condominium complex.
8. No sign, notice, advertisement, flag, banner, poster or the like shall be inscribed or exposed on or at any window or other part of any building, except such as shall have been approved by the association, nor shall anything be projected out of any window in the units without similar approval.
9. All refuse and garbage not disposed of in garbage disposal units shall be placed in appropriate receptacles and stored in the trashcan storage areas, then deposited with care at curbside for pickup at such times as the association may direct. After pickups, the receptacle shall be returned to the trashcan storage area and only at such times and in such manner as the association may direct. Burning of trash and refuse is prohibited. All garbage disposal units shall be used only in accordance with the instructions given to the unit owner by the association.

10. No unit owner shall send any employee of the association or the manager away from the condominium property on any private business of the unit owner.
11. No bird, reptile or animal of any kind shall be raised, bred or kept in any unit or anywhere else upon the property.
12. No radio or television aerial shall be attached to or hung from the exterior of any unit building or common element without prior written approval of the association.

The association may retain a passkey to each unit. No unit owner shall alter any lock or install a new lock on any door leading into his unit without the prior consent of the association. If such consent is given, the unit owner shall provide the association with a key for its use.

14. No temporary structures, trailers, tents, sheds, and the like shall be permitted in or about the common elements.

Vehicles shall be parked only in areas provided for that purpose. The unit owners, their employees, servants, agents, visitors, licensees and the unit owner's family will obey any traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners.

16. No repair or dead storage of vehicles, boats or equipment (including cars, boats, motor scooters, trailers, etc.) shall be permitted on the condominium property. After 24 hours notice to remove such vehicles or equipment, the association shall have the right to remove such vehicles or equipment at the expense of the responsible unit owner.

17. All damage to any unit or the common elements caused by the moving or carrying of any article therein shall be paid by the unit owner responsible for the presence of such article.

No unit owner shall use or permit to be brought into any buildings an inflammable oil or fluid such as gasoline, kerosene, carbon tetrachloride, naphtha, benzine, explosives, fireworks or articles deemed extra-hazardous to life, limb or property, or any other item that would increase the fire rating on the unit, without prior written consent of the association.

No contractor or workman employed by a unit owner shall be permitted to do any work in any unit (except for emergency repairs) between the hours of 6:00 p.m. and 8:00 a.m. or on Saturdays, Sundays or legal holidays if such work is likely to disturb the occupants of any other unit, without prior written permission of the association.

Unit owners shall be held responsible for the actions of their guests and invitees, and any damage to any portion of the condominium property caused by their guests or invitees shall be required at the expense of such unit owner.

Complaints regarding the management of the property or regarding the actions of other unit owners shall be made in writing to the association.

No unit owner shall build, plant or maintain any matter or thing upon, in, over or under the common elements or limited common elements without prior written consent of the Board unless permitted by these Rules.

Any consent or approval given under these Rules by the association shall be revocable at any time.

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