

# **Willow Creek I Neighborhood Association**

## *Unit Use Restrictions*

### **Sales & Leasing**

1. Owners/Agents who sell/rent units are required to:
  - A. Provide the Board of Administrators when a sale or lease occurs the following information:
    - a. Name and phone number of proposed buyer/renter;
    - b. Upon rental of the unit, furnish the Board with the WCI information sheet;
    - c. Upon sale of unit, provide the Board with the closing date and new owner information.
  - B. Number of Occupants within a unit shall be within the City of Tulsa Ordinances.

### **Buildings**

2. Each unit shall be occupied and used by the owner or lessee as and for a single one-family residential dwelling only. At NO time shall such unit or any portion thereof be used for business, professional or commercial purposes (Declaration Article 18).
3. No noxious or offensive activity or trade shall be carried on in any unit or upon or about the common elements or the vicinity thereof, nor shall anything be done thereon or thereabouts by any unit owner, his social or business guests, invites, tenants, employees, agents, servants or any person residing with him/her, which may be or become an annoyance or nuisance to any other unit owner/tenant (Declaration Article 18.4).
4. No alteration can be made to any of the common or limited common elements without prior approval from the Board of Administrators (Bylaws: Article XII).
5. No unit owner, lessee, tenant, or occupant or any unit post any advertisements, signs (including For Sale or Lease signs), notices, bulletins, or posters of any kind in or about the property except as authorized in writing by the Board of Administrators (Bylaws: Article XV 1A).
6. All window coverings must be kept in good condition – this includes drapes, curtains, or blinds. No cardboard, aluminum foil, wrapping paper, etc. is permitted.
7. No outside television or radio aerial or antennas shall be maintained on any building or unit or upon any common elements without prior written consent of the Board of Administrators.
8. No structure of a temporary character, trailer, tent, shack, or other buildings shall be maintained upon any common elements at any time (Bylaws: Article XV 1.J).

9. It shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screws, awnings, patio covers, decoration fences, aerials, antenna, radio or television broadcasting or receiving devices, slabs, sidewalks, gutters, plumbing, patios, porches, driveways, walks, or to make any change or otherwise alter (including alteration of color) in any manner whatsoever to the exterior of any unit or upon any of the common elements within Willow Creek I unless approved in writing by the Board of Administrators (Bylaws: Article XV 4).
10. All fences that have been approved and built around any unit are the responsibility of the homeowner/tenant to maintain.

### Noise

11. Owners/Occupants of units shall exercise extreme care to avoid making or permitting to be made – loud objectionable noises and in using, playing or permitting to be used or played any musical instruments, radios, phonographs, television sets, wire recorders, or any other noise producing instruments or devices (Bylaws: Article XV 1.D).
12. No loud or boisterous talk shall be permitted upon, about or in any of the units or common elements. Request by any member of the board of Administrators to cease and desist any obnoxious, offensive, dangerous or noise disturbance of any nature shall immediately be complied with by the owner or occupant of any unit (Bylaws: Article XV 1.G).
13. Washers and dryers located in a second story unit must be installed properly and on an *insulated* mounting.
14. No running of washers, dryers or dishwashers after 10 p.m. or before 7:30 a.m.

### Pets

15. No pet of any kind shall be permitted in any unit or in, on, or about any part of the common elements without prior written approval of the Board of Administrators (Bylaws: Article XV 1.C).
  - a. All pets are to be contained within the resident's unit.
  - b. All pets, Dogs or Cats, must be on a leash and under control whenever outside the unit and will be subject to fines if the animal becomes a nuisance.
  - c. Owners are responsible for picking up and disposing of their pet's feces.
  - d. The owner of the unit where such pet resides shall be responsible for any damages to the general common elements or the property

- of any other unit owner, occasioned by the activity of such pet (Bylaws: Article XV 1.C).
- e. All pets must be registered with the City of Tulsa and all owners/tenants must show proof of current vaccinations if required by the Board of Administrators.
  - f. All pets must be registered with the Willow Creek I office as part of the Owner/Tenant information on file. Any owner/tenant who changes pets, number of pets, kinds of pets must update their information with the Willow Creek I office immediately upon that change.
  - g. Owners/tenants will be subject to fines for rules broken regarding pets.

### **Balconies, Patios, & Walkways**

- 16. No garments, rugs, or other objects may be hung from windows, balconies, walkways or patios (Bylaws: Article XV 1.B).
- 17. Balconies, patios, entrances, and walkways are not to be used as storage for furniture, household items, firewood or trash.
- 18. No unit owner or occupant of any unit or guest therein shall obstruct the passageways, walkways, entrances (Bylaws: Article XV 1.G).
- 19. Trash must be placed in the bins provided. Littering of streets, parking spaces, and driveways is not permitted.
- 20. No outside cooking is permitted on any balcony or entryway. No outside cooking is permitted within ten (10) feet of any building. A violation of this rule is also a violation of the City Fire Code and will result in a request by the Board for the Fire Marshall's office to issue a citation in addition to the enforcement actions of the Board.

### **Parking**

- 21. There shall be NO parking or storing of vehicles not driven on a regular basis.
  - a. A vehicle can be towed 24 hours after giving notice to the owner/tenant.
- 22. No trailer, truck, camper, camper truck, house trailer, boat, boat trailer, or the like shall be kept upon any common elements: nor shall repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon without prior written consent of the Board of Administrators (Bylaws: Article XV 1.K).
- 23. All vehicles must be registered with the Willow Creek II office.

24. All fuel driven vehicles, such as motorcycles, mopeds, motor-driven bicycles, must be parked/kept in the parking areas. A violation of the rules is also a violation of the City's Fire Code and will result in a request by the Board of the Fire Marshall's office for a citation in addition to the enforcement of the Board.
25. Handicapped spaces are marked and should be used by only those vehicles that have current handicap registration.
26. Any vehicle not in working order will be tagged with a Towing Notice if not repaired and maintained in proper working order.
27. All vehicles must have current license tags.
28. Units having more than one (1) vehicle should be courteous of their neighbors and park their second vehicle in the overflow area to allow each unit owner/tenant to park one (1) vehicle as close to their unit as possible.

### **Pool**

29. Pool Hours:
  - a. The pool closes at 10:00 p.m.
30. Pool keys are available for owners/tenants in good standing with the Association.
  - a. Pool keys may be obtained from the office at a one-time cost of \$35.00.
  - b. Pool keys are NOT to be loaned to any other owner/tenant or guest. The pool keys are registered with the office upon purchase and the person registered is responsible for the key and their actions regarding the key.
31. No one can utilize the swimming pool while in a state intoxication (Bylaw: Article XV 1.F).
32. There shall be no glass containers, running, diving, throwing of furniture, loud music or any behavior that interferes with other residents' enjoyment of the pool.
33. No party without prior written consent of the Board.
34. Pool rules are strictly enforced and privileges may be revoked for violations.
35. ANY child sixteen (16) years of age or under MUST be accompanied at the pool by an Adult who is responsible for the child. An Adult is considered to be over the age of eighteen (18).
36. NO Lifeguard is ever on duty. Anyone entering the pool area does so at their own risk.
37. Swimming alone is not permitted by the Willow Creek I Board of Administrators. However, an owner/tenant over the age of eighteen (18) may provide the Board of Administrators with a release of responsibility that has been signed and notarized

- if they choose to swim alone. If the person wishing to swim alone is a renter or guest, the form must be also signed by the Owner of the unit.
38. Any owner/tenant allowing their children under the age of eighteen to enter the pool without an adult present must complete the Willow Creek I pool form. It must be signed and notarized and on file with the Willow Creek I office prior to the child being granted permission to the pool. *If you are a tenant/renter, you must have a signed, notarized release from the owner to allow your underage child to enter the pool without adult supervision. Forms are available in the office.*

## **ENFORCEMENT OF RULES & REGULATIONS**

The restrictions regarding use of Willow Creek I property listed above are only some of the rules and regulations set forth in the Declaration and Bylaws of the Association. The restrictions contained in the Bylaws, The Declaration of Unit Ownership Estate of Willow Creek I Condominiums and the rules adopted by the Board of Administrators shall be enforced.

1. If the Board believes that any violation is likely to cause injury to person or property, the Board may act immediately in any manner it believes is necessary.
2. Upon notification of a possible restriction or rule violation, either discovered by an agent or employee of the Board or a Unit owner or resident, an investigation will be conducted by a Board Member or employee to determine if the violation has occurred.
  - A. If it appears a violation may have occurred, the Board will send a notice to the owner of the unit and the resident of the unit, if different than the owner, advising the nature of the violation and requesting immediate

action be taken to comply with the restrictions and rules, advising that a fine will be invoked if the violation is not corrected immediately.

- B. If the action resulting in the violation has not been corrected within ten (10) days of the date of the notice, the unit owner shall be fined \$75.00 and \$25.00 for each week thereafter that the violation continues. The unit owner shall be advised of the fine in writing and the fine shall be due immediately upon receipt of the notice. If the fine is not paid then late fees will apply just as they do to late homeowner dues.