



**CEDARCREST PARK TOWNHOMES**

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**RULES AND REGULATIONS**

\*Page numbers added per Board direction June 25 ,2019

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X *DLB*

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X *ATTN: EMAIL DB* 8/25/19

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*JM BR*

CEDARCREST PARK TOWNHOMES

Name (Owner): \_\_\_\_\_ Unit Number: \_\_\_\_\_

Cedarcrest Address: \_\_\_\_\_ Book Number: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_ (home)  
(yours) \_\_\_\_\_ (office)  
\_\_\_\_\_ (address)  
(spouse) \_\_\_\_\_ (office)  
\_\_\_\_\_ (address)

I have received my copy of the Cedarcrest Rules & Regulations.

\_\_\_\_\_  
Signature (owner)

Date Received:

\_\_\_\_\_  
Owners address (if different from above):  
\_\_\_\_\_  
\_\_\_\_\_

This notebook is to be passed on to the new owners upon sale of said unit. There will be an additional charge for replacement or additional books at \$20.00 per book.

*BR*

## WELCOME COMMITTEE

**PURPOSE:** To meet with all new residents of CEDARCREST PARK TOWNHOMES as soon after their arrival as possible. The Welcome Committee will orally acquaint the newcomers with CEDARCREST and present them with a copy of the "the rules and regulations." Note: Bylaws and "Rules and Regulations" are in effect immediately upon the purchase or lease of a unit. The Welcome Committee's arrival is only to clarify these Bylaws and "Rules and Regulations" if necessary and to assist the new arrival as needed. Ignorance or a claim of ignorance of the existence of any rules and regulations shall not excuse a violation.

### REVIEW OF

- CEDARCREST:**
1. Present swimming pool tags and generally review use of the pool.
  2. Advise parking procedures and encourage use of garage.
  3. Describe clean up, maintenance, and watering of front and back patio areas.
  4. Obtain the signature of the owner on the "Addendum to Lease Agreement for CEDARCREST PARK TOWNHOMES." Suggest that the resident, after reading the rules and regulations and bylaws of CEDARCREST discuss these rules with their children.
  5. Based upon the newcomers knowledge and interest, discuss schools, markets, shops, and transportation.

WELCOME to CEDARCREST PARK TOWNHOMES! -- A planned residential community of spacious condominiums set in an area of trees and lawns.

As in all residential areas, the founders set forth certain bylaws and guidelines. These are the backbone of the rules governing the families living at CEDARCREST. In addition to the bylaws, certain rules and regulations have been prepared in accordance with the bylaws and based upon the experience of living at CEDARCREST.

The attached document was prepared to enhance living at CEDARCREST with a minimum of restrictions. As in all democratic societies, the good of the majority must be maintained. Since rules are made to be modified based on additional experience, they will be changed to meet the times and conditions.

Your assistance in abiding by the rules and developing any future modifications will make your life at CEDARCREST and those of your neighbors more enjoyable.

Enjoy your home at CEDARCREST PARK TOWNHOMES!

## RESIDENTS RESPONSIBILITY IN MAINTAINING EXTERIOR AREA

Definition: Exterior area to be maintained by individual resident.

1. (Back) That space in the back which is for that individual unit owners private use (limited common area) which is often enclosed by a fence.
2. (Front) That space in the front which leads to that individual's front door (limited common area). This area will include all area/land from the front door to the cul-de-sac whether there is a gate, partial enclosure or nothing. Only grass cutting outside the gate will be the responsibility of the Association. Watering, weeding, cleaning up, etc. will be the responsibility of that resident.
3. (Side) (Where appropriate) A/C compressor whether housed within a fence or not must be maintained (cleaned, weeds and grass removed) by that resident. According to the CEDARCREST'S Bylaws, we must keep our homes in a clean and sanitary condition. Therefore, it is necessary for a resident to:
  - a. Keep his patio and front courtyard area free from weeds and trash; and provide any care necessary for upkeep of these areas---watering, sweeping, spraying for insect control, replacement of light bulbs, in front and back area and portholes, etc.
  - b. Allow no vine or plant to grow directly on building (wood or stone) or wooden fence. However, vines or plants may be grown on trellis or lattice fixtures, if approved by Board and if maintained by owner.
    1. Trellis/lattice fixtures may be placed in your limited common area if it is easily removable (does not interfere with painting or maintenance of building), requires no maintenance, is pleasant to look at, blends in with the CEDARCREST decor, adds to the value of CEDARCREST and request has been submitted to the Board for approval and accepted (refer to Architectural modification for correct application information needed).

2. Written permission from the Board is mandatory for planting trees, shrubs, etc. on common area. In order to request permission, resident should provide along with their written request a diagram of where they wish the item to be planted.
  - a. The Board will consider the request based on the following:
    - 1) appearance
    - 2) maintenance and cost to be expected after plant is established
    - 3) location - adult size of plant, root system - possible interference with upkeep of area
    - 4) ability of resident to provide special maintenance until item is well established.
  - b. If permission is granted, resident must pay all costs incurred as a result of new planting. Of course, resident must purchase and have plant properly installed.
  - c. Plant becomes property of CEDARCREST and once installed cannot be removed.
3. The Board will remove such trees and appurtenances which may cause damage or increase the maintenance of the Association in the common or limited areas.
  - a. Such determination is to be made by a landscaping committee with written professional concurrence.

Should a resident neglect his exterior common area (rear, front and side) the Association will arrange for the appropriate upkeep to be performed at a cost of \$15.00 per hour. Billing by the Association will be figured to next 1/2 hour. Upon completion of the work, the owner will be billed immediately and payment will be due 30 days from date of billing. "Failure to receive payment on time will result in a lien on the unit of such owner in accordance with the provisions of Section 524 of the Act." (Article VI, Section 6.3)

jm BR

OWNER INFORMATION

1. Each unit shall be occupied and used by the owner as and for a single, one-"family" residential dwelling, and at no time shall such unit or any portion thereof be used for business, professional or commercial purposes.  
Article XIII, Sections 13.1, 13.4

"Family" is defined as the head of the household and direct dependents. More than one "family" will not occupy a single unit. No portion of a unit (other than entire unit) may be leased or rented. Article XIII, Section 13.2

2. Each person, upon becoming the owner of a unit ownership estate or any interest therein, in CEDARCREST PARK TOWN-HOMES, shall fully familiarize himself with the restrictive covenants on the use of the property as set forth in Article (XIII) of the Declaration. He shall also fully familiarize himself with any administrative or house rules and regulations established from time to time by the Board of Directors and all amendments thereto. Each such restrictive covenant and rules and regulations shall be strictly adhered to by the unit owner. Each unit owner shall be responsible to the Board of Directors and other unit owners for the violation thereof by any member of said unit owner's family, his social or business guests, invitees, tenants, employees, agents, servants or any occupant of his unit. Ignorance or a claim of ignorance of the existence of any such restrictive covenants or rules and regulations shall not excuse a violation thereof.
3. The violation of any rule or regulation adopted by the Board of Directors or the breach of any Bylaw contained herein or the breach of any provision of the Declaration, including without limitation the restrictive covenants therein contained, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws, the Act or Declaration: Article XIII.
  - (a) To enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the 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 of Directors shall not thereby be deemed guilty in any manner of trespass; or
  - (b) To enjoin, abate or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

*Jim BR*

4. The unit owner is responsible for immediately notifying in writing the Secretary of the Association of any change in ownership of his unit (sale or mortgage).
5. For any notices (whether to invoice or report any warning violation of rules, etc): All notices or other communications required or intended to be served or given under the provisions of these Bylaws are considered delivered if written notice is delivered in person or if sent by registered or certified mail addressed to such unit owner at that same unit owner's CEDARCREST address. To help insure not missing any changes of rules and regulations or violation and warnings of broken rules, the unit owner by prior written notice to the Board of Directors may change the mailing address of any notices to be given to him.



## LEASING OF UNIT

Compliance with the rules and regulations of CEDARCREST is the responsibility of the unit owner and the leasing party.

### UNIT OWNER

1. The unit owner will not lease his unit until all unpaid CEDARCREST expenses (dues, bills, etc.) of assessments and any liens against the unit have been paid in full.
2. The unit owner will have a continuing responsibility for the maintenance of the unit exterior as set forth in the CEDARCREST rules and regulations. Any violations will be the responsibility of the owner to correct.
3. All repairs or replacements to the unit exterior common element made at the direction of the Board of Directors which were necessitated by the negligence, misuse, or neglect of the tenants as determined by the Board will be charged to and paid by the unit owner.
4. The unit owner is responsible for his tenants knowing and abiding by all rules and regulations that govern CEDARCREST. The tenants ignorance of the CEDARCREST rules does not excuse the owner or the tenant for liability due to a violation.
5. Before a unit can be leased, the unit must have suitable interior window curtains or coverings.
6. The unit owner will notify the Board when a unit is leased with the name of the leasing party and the date of occupancy and when a unit is vacated.

### UNIT LEASE HOLDER

1. The lessee and the lessee's family will read CEDARCREST Rules and Regulations. The lessee will explain these rules and regulations to minor children.
2. After reading and understanding CEDARCREST rules and regulations, the lessee will sign the "Addendum to Lease Agreement for CEDARCREST PARK TOWNHOMES."
3. The patios, planters, fenced areas and garage will be maintained in a clean and sanitary condition. No materials will be stored in the patios or in such a manner in the garage to prevent parking of one automobile.
4. No rooms within a unit may be subleased, and no transient tenants may be accommodated.

ADDENDUM TO LEASE AGREEMENT FOR CEDARCREST PARK TOWNHOMES

1. Owner hereby agrees that he will provide tenant with a copy of CEDARCREST By-Laws, as well as CEDARCREST Association Rules and Regulations. Owner will obtain lessee's signature for same and will return this form to the Board of Directors before lessee moves into the unit. If these documents are not available to the owner, they may be purchased from the Board of Directors.
2. Tenant agrees to abide by the written By-Laws and Rules and Regulations of the Association.
3. Owner recognizes his obligations to the Association and his liability for the strict adherence to these rules by his lessee.
4. If tenants and/or members of his family or his guests are guilty of any violation or breach of CEDARCREST By-Laws or the Rules and Regulations thereof, it shall be deemed a violation of the lease agreement and could result in eviction, payment of damages, and a fine. In case of such violation, the tenant agrees to abide by the final decisions of the Board.
5. If any provision of the lease to which this Addendum is attached is in conflict or inconsistent with any of the provisions of this Addendum, the provision of the Addendum shall prevail.

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*JM BR*

## RULES FOR ARCHITECTURAL MODIFICATION

### Interior and Exterior

Only fair requests by the owner should be presented to the Board. Every modification -- even though your neighbor may have the modification must be approved by the Board.

1. No unit owner may alter or change any architectural item (including electrical wiring, plumbing, walls, etc.) of any unit without first obtaining approval of the Board. Approval may only be secured through written application to the Board. This application shall contain the following:
  - (a) Diagram of the proposed changes.
  - (b) Description of the proposed changes. Taking into account the following six points:
    1. Visibility - Will the visibility be affected, or is it a special view?
    2. Aesthetics - Is it pleasing and does it fit with the design already in use?
    3. Maintenance Liability - Does it increase the maintenance liability or does it complicate the maintenance?
    4. Valuation - Does it enhance or maintain the value?
    5. Marketability - Does it increase or decrease the marketability of the property?
    6. General Reasonableness or Fairness - Is it a reasonable or fair request?
  - (c) Statement as to how the owner's unit or other unit(s) or common elements would be affected by the change.
  - (d) Identification of person or firm to perform work.
  - (e) Time schedule for proposed change.
2. Approval may be denied for any of the following reasons:
  - (a) Incomplete or unclear application, in which case it will be returned to applicant.
  - (b) The Board determines that the proposed change is not in keeping with the desired architectural integrity of the owner's unit, or other units or the common elements.
  - (c) Other reasons stated and supported by the Board.



3. Only painting, wallpapering and interior decorating within the interior of the owner's unit does not require approval under this section. However, kitchen remodeling, moving of walls, etc. does require approval.
4. The Board assumes no responsibility for any damage to any person or property resulting from or related to any change, even when such change has the approval of the Board since the Board cannot control quality of workmanship relative to the change, or errors or omissions of pertinent information on the application.
5. Owner must assume responsibility for future maintenance in form of higher dues. Any authorized structural addition, alteration or improvement to the unit by a unit owner shall be at the sole cost and expense of such unit owner.
6. If Board of Directors approves a modification, the following will always apply:
  - (a) All materials must be identical in nature to those which have previously been used on your unit.
  - (b) All painting and necessary repair work (as a result of modification) to your structure must be done by your subcontractor at your expense.
  - (c) Any damage which might be done to any adjacent common element while working on your unit must be repaired at your expense immediately.
  - (d) Modification to be performed must be done by competent tradesmen (licensed) in a good and workmanlike manner and must be done at your own expense.
  - (e) Concrete and/or patio work done must be done in a manner so as not to create any drainage problems for either of your neighbors.

The following modifications have most often been considered acceptable at CEDARCREST and upon receiving the information in Rules for Architectural Modifications, rule #1, The Board will determine if your request is also acceptable:

- (a) Additional lights added:
  1. Electric photo cell flood lights front and back.
  2. Other type(s) of additional lighting must be approved by the Board.

- (b) Patio cover  
Cedar slats (and paint) the same color as unit.
- (c) Install fence and gate - (same material and color paint as unit) taking into account other unit in same area; front and back.

Fence cannot enclose more area than originally designated for unit (cannot extend beyond original boundaries, 10 feet from building) - cannot protrude out from where other fences are located. Enclosures can't extend further out into common element than the line previously established by adjacent fencing. Can't extend higher than adjacent fencing or if no adjacent fencing, than other visible fences in same area.

## PARKING RULES

In view of the legal responsibility of the owner and/or manager of a property to provide and maintain fire lanes in accordance with the aforementioned article of the Tulsa Fire Prevention Code, the following guideline has been established as an aid to you in complying with this ordinance.

1. Parking is allowed only in designated areas. Parking areas are allowed along the center curbing of each cul de sac and where room exists in front of garages. Area other than that designated for parking is the fire lane and NEVER should be parked in.
2. Only vehicles 1/2 ton or less (4 tires on the ground only) with current tags are allowed at CEDARCREST. Vehicles shall not exceed 212 inches in length and 80 inches in width with truck manufacturers standard steel bed.
3. If a garage is used for personal storage (Business storage is not allowed) such storage must not prevent the use for which the structure was intended. If a resident has two or more vehicles, the garage must house one vehicle.
4. It is the responsibility of each CEDARCREST resident to notify his guests as to appropriate parking.
5. Illegal parking will result in the vehicle being towed away at the owners expense without any further warning being issued. Any additional expense that the CEDARCREST Association incurs will be passed on to the vehicle's owner or in the case of a non-CEDARCREST'S owner - to the CEDARCREST'S resident who the party is visiting.
6. Boats, trailers, motor homes, U-Hauls will not be allowed to be parked at CEDARCREST. Motorcycles must be parked in garage.
7. Vehicle maintenance or servicing is not allowed anywhere outside your garage at CEDARCREST.
8. No resident may habitually or consistently park a vehicle on the cul de sac parking lots and never more than one vehicle at any given time.
9. Excessive noise by any type vehicle is prohibited. Mufflers will be quiet and in good repair.
10. For no reason may vehicles be driven or placed on anything (i.e.: grass, lawn, sidewalks, etc.) except the hardtop.
11. Visitor parking: Guests should parallel park vehicles on 90th Street.

PET REGULATIONS

1. Pets:
  - (a) Will not be left alone outside whether they are confined or not. This includes any area outside: common or limited common areas or balconies.
  - (b) Will be on a leash at all times while outside. Leashes will not exceed 6 ft. in length. Dogs will only be walked on the common area (not the limited common area) and be kept under control so as not to damage flowers, bushes, etc.
  - (c) Will not be allowed in pool area.
2. The owner of any animal is responsible for damages by their pet. Damage is to be reported to the Board.
3. Animal feces are to be removed immediately from all common or limited common area by the owner or keeper for health and nuisance reasons. Owner/keeper must carry a "pooper scooper" at all times. Animals will not be allowed to defecate in the mail box areas, or the boxes housing the sprinkler system. An infraction should be reported to the Board.
4. Pets creating a nuisance, damage or excessive noise in or outside the unit should be reported to the Board.
5. No animal is to be tied to a tree.
6. Animals must have proper shots each year and proof of same to be on file with the Board. Pets must also have flea collars on at all times and dogs must be dipped for fleas and ticks in the spring and summer.
7. No more than a total of 2 dogs or cats will be allowed per unit.

The following penalties shall be effective without further notice to the owner/keeper. More specifically, with the following penalties in effect:

The Board of Directors has advised resident on numerous occasions of the problems of dogs not being on leashes and residents not cleaning up after their dogs while walking in common areas.

The restrictive covenants contain language to the effect that owners will not conduct offensive activities which become an annoyance or nuisance to any other unit owner. The City of Tulsa ordinance states it is an offense for any owner of a dog in the corporate limits of the City of Tulsa to fail to prevent any dog owned from running or being at large on public or private

premises not under the control of the person unless under control of leash by owner. It is also the duty of the Chief of Police to seize and impound every dog at large and the duty of the Judge of the Municipal Criminal Court to designate the penalties for violators.

The restrictive covenants also provide for the Board of Directors to adopt rules and regulations regulating occupancy of common elements. The Board therefore adopts the following rule to enforce the covenants and City Ordinances.

"Any person who is bound by the restrictive covenants of CEDARCREST and who permits their dog to be in common areas and not under control of a leash or who fails to clean up after walking their dog in common areas shall incur penalties as follows, to-wit:

- (a) First violation - warn the owner/keeper with any and all expenses charged to owner.
- (b) Second violation - a proceeding shall be commenced in the appropriate local court for an injunction enjoining further violation of such restriction and for attorney fees and costs.

All rules are subject to be amended by the Board of Directors.



## POOL REGULATIONS

The following rules are for the protection and benefit of all to assure safe and sanitary operation of the pool facilities and to insure that only authorized persons use pool facilities. These rules have been adopted pursuant to the State of Oklahoma Department of Health regulations governing swimming pools.

Cooperation of all will afford pleasant relaxation and recreation for everyone concerned. Parents should caution their children to observe rules.

Persons failing to comply with these rules shall be excluded from the pool area and subject to fines or further penalties.

These rules apply to the pool area. Use of the pool area constitutes acceptance of these rules. "Resident" is defined as that person(s) who owns or leases a home at CEDARCREST PARK TOWNHOMES. "Unit Ownership" is defined as the entire family -- each member who permanently lives in a home at CEDARCREST PARK TOWNHOMES.

1. All persons using the pool do so at their own risk.
2. Residents are responsible for the action of their children and guests.
3. No person shall use the pool unless the pool is officially open.
4. A CEDARCREST pool tag is required for admittance to the pool area. Pool pass policy is as follows:
  - a) Permanent Passes: Two pool tags will be issued to each resident as permanent pool passes for which there will be no charge. These will be marked with the residential unit numbers to which they are issued and are non-transferable. These will be obtained by the residents from the Association. They must be kept carefully; if lost, there will be a \$10.00 charge for the replacement of each lost tag.
  - b) Adult children of residents who are not permanently residing at CEDARCREST are considered as guests and must be accompanied in the pool area by a tag-carrying resident.
  - c) In order for all residents to be able to utilize the pool, please limit your number of guests.
5. A cleansing shower must be taken before entering the pool. Any excessive oils or lotions must be removed before entering the pool.

6. There will be no life guard on duty at any time.
7. All swimmers must wear swim suits. No cutoffs or other attire shall be permitted in the water.
8. No glass containers or other breakable objects may be brought into the pool enclosure. To avoid disturbing others, radio and other sound-producing devices are to be played only at a reasonable level.
9. Children under sixteen years of age must accompanied by a responsible adult in the pool area at all times. (In accordance with Laws of City of Tulsa.)
10. Artificial flotation devices are permitted in the pool provided that they don't become a nuisance to other swimmers.
11. No running, pushing, ducking, splashing, rough play or profane language will be permitted in the pool area. Standing or sitting on anothers shoulders is not permitted.
12. No pets are permitted in the pool area.
13. Spouting of water and other unhygienic actions are not permitted in the pool or pool area.
14. Swimmers will be responsible for reporting the removal or defacement of pool property.
15. No wheeled vehicles are permitted in the pool area; however,
  - a) This rule shall not be interpreted to forbid access to the pool by handicapped persons requiring wheelchairs.
  - b) Infant strollers may be permitted on the outdoor pool deck, provided that the strollers are
    1. kept at a safe distance from the pool edge,
    2. supervised by a responsible adult at all times,
    3. have their wheels blocked when parked so that the stroller cannot roll even if pushed,The area around the stroller must not become a nuisance to the other bathers.
16. Use of the pool by incontinent or non-toilet trained person is prohibited.

17. Smoking is allowed in the pool enclosure only if the person has a container filled with sand for ash and cigarette butt disposal. No cigarette, tobacco, cigar, etc., is to be disposed of in planter, on deck surface or ledges of wall, etc. but only in sand containers provided.
18. The life preserve ring and cord must not be removed from the mooring except in case of emergency.
19. Pool can not be reserved for private use.
20. Noise must be kept to a minimum.
21. Furniture is not to be dipped or placed in pool to cool off before use. Furniture is to be picked up when moved (not dragged). Let's protect our deck surface from being chipped and avoid large resurfacing expenses!
22. Legally, the rope (Deerfield) must be attached to side hooks at all times, except when swimmers are swimming laps.
23. Swimming lessons are prohibited.
24. Business activities are prohibited.

MISCELLANEOUS RULES

1. Garage overhead doors must be closed except when a resident is entering or leaving the garage or when a resident is working in or about the garage. The garage overhead door may be left open at the owners option no more than 6 inches for ventilation.
2. Absolutely no vehicles, including dirt bikes, bikes, dune-buggies, motorized soap box derby type vehicles, etc. or any parking or driving is allowed on grass areas. For loading or unloading wood, dirt, plants, etc., one must hand carry items or use wheelbarrow (if ground is hard) and protect areas (rock steps, etc.) from damage or abuse.
3. Wood storage is not allowed on common areas. Garages and limited common area may house wood if wood is not in contact with ground top and side of wood pile is not in contact with walls or ceiling.
4. Clothes and/or laundry may not be hung outside on balcony or fences. Appropriate clothesline may be used, but must be approved by the Board.
5. No dumping (i.e. charcoal, weeds, dirt, limbs, etc.) on common area.
6. Garage sales are permitted only with written permission from the Board.
7. Personal property may not be left or stored on common area.
8. No signs of any nature may be posted on or about CEDARCREST either in or near homes, vehicles or mail boxes, etc. except the "for sale" signs approved by the Association.
9. No painting of any object is allowed on common area.
10. No tents allowed on common areas.
11. For safety and security purposes, a resident should arrange to have newspapers picked up when he will be gone.
12. Speed limit at CEDARCREST will not exceed:
  - 25 mph - 90th Street  
College
  - 10 mph - in each cul de sac