

**SEQUOYAH PLACE HOMEOWNERS' ASSOCIATION, INC.  
RULES AND REGULATIONS**

**2015 Revision**

The following are rules as per our By-Laws Article VII, Section 1, Paragraph (a). It is the responsibility of the Owner to ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all rules and regulations.

**A. Architectural Control & Buildings:**

1. No alteration or change to property (Lot or Common Area) shall commence without Board approval (Declaration, Articles VI, VII & VIII). Material specifications are as follows:

Siding: Lowes 3/8" x 12" x 16' Smartside (cut horizontally in half and installed overlapping to resemble current siding)

Paint: Sherwin Williams Duration Paint, Basket Beige color, flat finish

Windows: Frames shall be uniform in color scheme; beige or bronze brown and glass shall not have panes.

Exterior Doors: Sherwin Williams Duration paint, Basket Beige

Storm Doors: beige or bronze brown frame

Fencing: Pine or Cedar, 5.5" or 7.25" x 6'

Flower Bed Edging: Landscape timbers

2. Both Lot Owners and management shall seek Board approval by submitting plans for building to the Architectural Committee, members of which are selected from the Board.

3. Repair of structures or replacement of flora (trees, lawn, and shrubs) involving a material change must be approved by the Board.

4. Timely replacement of broken or fogged windows and damaged garage doors is the Owner's responsibility. If an Owner fails to repair or replace these items in a timely manner, the Association shall, after thirty (30) days' written notice, effect repair or replacement and assess the costs to the Lot Owner. (Covenants and Restrictions Declaration, Article VII Section 7.1.1.)

5. Disputes between Lot Owners over egress to repair, or mutual dissent over repair to a building, shall be settled in accordance with Oklahoma Statutes governing "party walls". (Covenants & Restrictions Declaration, Article VII Section 7.4)

**B. Association Insurance:**

1. No Owner will submit a claim to the Association's insurance company without prior written approval of the Board of directors.

2. Any insurance reimbursements received by individual Owners for inside damage shall be used to correct, maintain, or repair such designated property, or the Owner

will hold harmless the Association and their neighbors for party wall problems caused by non-repair. (Section VII Section 7.5)

**C. Disturbances:**

No occupant shall make or permit any noise upon a Lot that will interfere with a neighbor's right to comfort, tranquility, and convenience.

**D. Fines:**

Fines levied for infraction of adopted rules are as follows:

- 1<sup>st</sup> Violation - Written Notice
- 2<sup>nd</sup> Violation - \$10 fine
- 3<sup>rd</sup> Violation - \$25 fine
- Continued Violation - \$25 plus \$10 per violation  
(By Laws Article VII Section 1a)

**E. General Provisions:**

The remedy for damage to Common Areas resulting from willful acts or liable negligence by a Member, or their family or guests, shall be assessed to the Member and shall be collectible under the provisions of Article V Section 5.13 of the Declaration.

**F. Grounds:**

1. Vegetable and/or flower gardens planted within enclosed patio areas do not require Association approval as long as such plantings do not create a nuisance or hazard to adjoining property.

2. Both annual and perennial flowers may be planted in existing shrub beds. However, climbing vines that interfere with painting of buildings, and landscape maintenance are prohibited. Any shrubs or trees planted in the Common Areas must have prior written approval from the Board of directors. Items (flowerpots, furniture, bird baths, etc.) cannot be placed in the mowing area (all areas outside of flowerbeds) of the common grounds.

3. The construction of tree houses or platforms in trees is prohibited. No basketball goals or antenna shall be Visible from Neighboring Property. Antennae shall not be mounted on roofs, nor installed in any other manner, if 'visibility restrictions' cannot be met. (Covenants & Restrictions Declaration, Sections 9.11) Telephone and cable wiring is strictly prohibited without prior written approval by the Board of directors. Any damages caused without the Board of directors' approval will be the sole responsibility of the Owner.

4. The drives are for vehicle parking only. All toys, bikes, grills, basketball goals, recreational vehicles, building materials, garden supplies, etc. must be stored within your courtyard or garage.

#### G. Landscape Management:

1. The Association shall provide all landscape maintenance for the common areas and shrubs located in the flowerbeds. This maintenance shall include mowing, edging, weed eating, fertilizing, pre-emerge application of lawns, and trimming of shrubbery and trees. There shall be no waivers of landscape maintenance. Any landscaping not in conformity with Association standards shall be remedied. All shrubbery and trees within the fenced patios are the Owner's responsibility. The shrubbery and trees should be kept clear from rooftops and walls. In the event of damage to the roofs or structures from unkempt shrubbery and trees, the Association shall assess the Owner the cost of repairs.

2. Occupants are encouraged to water all florals in the vicinity of their Lot, making no distinction between Lot and Common Area, in order to enhance the general appearance of Sequoyah Place. However, all such watering should be deep (about 5 inches) and accomplished as frequently as necessary according to rainfall. It is pointed out that shallow watering is more harmful than no watering because root systems will turn up toward ground surface only to be killed in drought, or freezing conditions.

#### H. Laundry:

No laundry, wash, clothing, rugs, carpets, or any similar articles including swimming attire, towels, etc., shall be flung over, draped on, or hung from the windows, porches, patios, fences, or shrubs. No outside clothes drying or airing facility shall be Visible from Neighboring Property.

#### I. Parking and Visitor Parking:

1. No automobile, motorcycle, or any other motorized-wheeled vehicle shall be operated in a reckless manner. Both driver and vehicle must be licensed to drive and the speed limit of **fifteen (15) miles per hour** should be observed at all times, and especially during summer when children are playing outside.

2. Vehicles should be parked in north/south direction in your own drive. Illegally parked vehicles are subject to tow without notice. Owners with more than two vehicles should either park a vehicle in their garage or rent a space from a neighbor with unused spaces. Any agreement between neighbors is solely the jurisdiction of the involved parties and will not involve the Association in any way. Owners and renters are both subject to parking rules. The parking spaces at the end of the private streets are for visitor parking only. The parking area located on the south side of the pool cabana is reserved for pool maintenance vehicles as well as emergency vehicles. Guest parking on the street is allowed as long as the vehicle does not interfere in any Owner's access

to their Lot, and the vehicle is parked where it will not restrict traffic or block emergency access to fire hydrants. Parking and driving on the Common Areas is strictly prohibited. Violators will be prosecuted.

3. Any vehicle in excess of two thousand pounds (one ton) is prohibited from parking regularly on the Properties.

4. Students from Edmond North High School are prohibited from parking their cars in the Properties unless they have permission from an Owner to park in their driveway. An Owner may not give a student permission to park on the street. This is at the request of the school and the Board of directors.

#### **J. Pets:**

1. Edmond residents may possess no more than four (4) pets. Rules stated in the Covenants and Restrictions Declaration, Article IX, Section 9.1, further explain the rules of house pets.

2. Edmond has a leash law that provides it is unlawful for a pet owner to allow their pet to be at large at any time within the Edmond city limits. This law applies to dogs, cats, birds, and fowl. Edmond Animal Services can be reached at 216-7615.

3. Edmond ordinance requires pet owners to immediately remove and dispose of in a sanitary manner any solid waste deposited by their pet. Use a plastic baggie to pick up your pet's poop.

4. Owners or occupants are prohibited from housing their pets in the garage.

#### **K. Recreational Facilities:**

1. The cabana and swimming pool are available to Members, their immediate family, and a limited number of guests, or to a lessee when a letter of conveyance of membership rights has been filed with the Association. The pool has key access. Key deposit is \$10 which is refundable upon returning your key to the Association.

2. No additional portable wading pools are allowed in the pool area. Animals are not permitted in the pool or cabana area. Absolutely no glass, including containers and bottles, is allowed inside the pool area. The pool is swim at your own risk. There is no attendant. A parent or guardian **must** accompany children under the age of 15. All other pool rules are posted at the pool and in the cabana; these rules must be followed without exception. Swimmers are subject to **immediate ejection** for infraction of pool rules, pending review and action by the Board of directors. Any of the following persons shall have authority to eject swimmers or to close the pool for cause: manager, president or vice-president of the Association, or any director of the Board of directors.

3. Membership rights to facilities (cabana & swimming pool) may be withheld for infraction of the rules, and during periods when monthly or special assessments are delinquent. Such loss of rights shall only be imposed by resolution of the Board of directors and written letter of the signature of the Association president.

4. The swimming pool is normally open between Memorial Day and Labor Day for Members, or occupants when privileges have been conveyed, and their immediate in-resident family, and the number of guests as indicated;

a.) Members may have four (4) guests who are authorized by the Member.

b.) Immediate family (children who live full time with the Member, live-in relatives and permanent in-resident invites) are limited to one (1) guest. Members are required to accompany their guests at all times to ensure the pool rules are followed.

**L. Refuse:**

1. The City of Edmond Sanitation Department provides curbside pickup of trash, recycled goods, and yard waste once each week. (currently Thursday). Monthly large item / bulky collections are available on an on-call basis for all residential and commercial customers. You don't have to store unwanted items. You can request this monthly service on an as-needed basis by calling the Utility Customer Service Center at (405) 359-4541.

2. Garbage shall be placed in city-supplied green containers. Recycled goods shall be broken down and placed in city-supplied blue containers. Owners shall have no more than two (2) bins (one (1) green trash bin & one (1) blue recycling bin) visible from the street. BOTH bins must be stored flush against the fence to the owner's courtyard fence or garage. Bins cannot be stored one in front of the other so as to extend into the median or drive.

3. No disposable material shall be placed at the curb for pickup prior to 6:00 PM the day prior to pick up. No trash, litter, refuse, garbage, ashes, tree trimmings, or other disposable material shall be disposed of in the Common Areas or streets.

**M. Satellite Dishes:**

1. With regard to the installment of DBS dishes (Satellite reception dishes), the following restrictions shall apply:

a. The satellite dish must be placed within the courtyard, in the most obscure location of the residence property that will still allow an acceptable quality DBS signal.

b. Satellite dishes shall be restricted in size to be no larger than twenty-nine (29) inches in diameter.

c. Wire lead-ins to connect satellite dish equipment inside the Dwelling Unit shall be installed in the most obscure manner so as not to deface the property. Any hole drilled or otherwise created through the wall for lead-in wire shall be no larger than three eighths (3/8) of an inch in diameter and shall be sealed with an appropriate sealant, i.e. caulk, silicon, or the like.

d. Any damage to property such as roof leakage, shingle damage, et al. due to satellite dish presence shall be the sole responsibility of the Lot Owner.

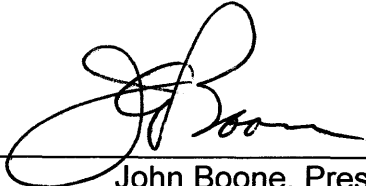
4. Active sports such as baseball, football, badminton, etc., that tend to destroy turf are prohibited except in designated areas.

5. The storage of materials or objects (firewood, doghouses, etc.) is not permitted in the Common Areas. Fireplace wood stored in patio areas or garages is discouraged due to potential termite problems. The Owner will be responsible for damages to their Dwelling Unit as well as their neighbors'.

**N. Utilities:**

Water lines between a Lot and the water meter and the lateral sewer line between the Lot and the main sewer line is the property of the Lot Owner. However, since these lines are installed in the Common Area, permission to break ground to repair or replace these lines must be obtained from the Architectural Committee. Should the necessity to break ground occur outside of regular office hours, the Owner may proceed but shall at the earliest time inform the Architectural Committee of the necessity to break ground.

The foregoing Rules and Regulations are subject to repeal or amendment, and further Rules and Regulations may be promulgated in the manner prescribed by the Declaration and the By-Laws.

  
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John Boone, President