

## Information about Leasing

Your deed to the unit(s) you own at Snowcrest Condominiums is encumbered by C. C. & Rs, By-Laws, and Condo Association Rules & Regulations, all of which you agreed to be bound by as part of the purchase process (commonly called *deed restrictions*). In addition to the general enforceability of deed restriction in title law there is a body of Oklahoma statute law that pertains specifically to the duties of condo owners including the following:

Universal Citation: 60 OK Stat § 60-508 (2016)

Each unit owner shall comply strictly with the bylaws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in the declaration or in the deed to his unit. Failure to comply with any of the same shall be grounds for an action to recover sums 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.

It is the Board's belief that many Owners long ago forgot or, perhaps, never read, the various documents that spell out each of our responsibilities. Not following the rules has resulted in the loss of many thousands of dollars in uncollected assessments. This is manifestly unfair to the majority of owners who follow the rules since the losses are apportioned out to be paid by the innocent. A policy of strict adherence to the rules will be followed.

Your attention is drawn to By-Law Article V (6) Membership List (note this paragraph is misnumbered in the original document filed with the County Clerk as (4) (and a public document available to anyone who bothers to check). The context, however, makes it clear that it is number (6).

(6) Membership List. Any person becoming an owner of an interest in any unit ownership estate as designated in the Declaration shall, *within ten (10) days from the date of acquisition of such interest, furnish to the Secretary of the Association a certified copy of the instrument evidencing such ownership.* The Secretary shall maintain a file of all such instruments. ...

No change in the ownership of any interest in a unit ownership estate shall be binding upon this Association until the Secretary of the Association has been furnished a certified copy of the instrument evidencing such change of ownership.

The failure of some purchasers to abide by this by-law has caused significant effort and expense to be expended by the Board in trying to pin down from whom to collect past due amounts. This in turn has resulted in under collecting from some parties. You should be aware that there is a significant fine for failure to abide by this by-law.

Your ability to lease your unit is subject to the following language excerpted from the Declaration (also a public document):

Leasing Tenancies of not less than thirty (30) days shall be granted by a Condominium Owner and shall be by written lease, a copy of which shall be delivered to the Secretary of the Association, and which shall state that a violation of the restrictions of the Declaration and/or By-Laws or of the rules promulgated thereunder shall be a breach of the lease allowing such lease to be terminated by the Condominium Owner or the Association. By occupying a Condominium, all tenants acknowledge the validity of the Declaration, the By-Laws, and the Articles of Incorporation of the

Association and agree to be bound by their provisions in the same fashion as if such tenants were Condominium Owners. No rooms within a Condominium may be rented and no transient tenant may be accommodated. Condominiums which are subject to a lease may be regularly occupied by no more than two (2) individuals in the case of a one bedroom Condominium (Units A,D,E,H,I,L,M,P,Q,T,U, and X) and by no more than four (4) individuals in the case of a two bedroom Condominium (Units B,C,F,G,K,L,N,O,R,S, V, and W). No lease of a Condominium shall release or discharge the Condominium Owner thereof from compliance with this Article XVII or any of his other duties as a Condominium Owner. No tenancy shall be valid unless it conforms to this paragraph. All tenancies in violation of this section may be terminated by the Association in the same fashion as an owner may terminate a month-to-month tenancy in accordance with the Oklahoma Residential Landlord and Tenant Act in the case of a breach of a lease agreement. The leasing of Condominiums may be further restricted by provisions in the By-Laws. The other provisions of this section notwithstanding, nothing herein shall be construed to prohibit the granting of a lease of lesser term by the Declarant or by a first mortgagee in possession or by the Association during foreclosure proceedings.

This language goes to the very essence of the quiet enjoyment of our properties. The Board is *obliged* to vigorously enforce these provisions. Failure of an Owner to cooperate with these provisions is cause for the imposition of significant fines and possible legal action by the Association. Be sure you understand the paragraph above before you enter into a lease, and that the lease incorporates the provisions of this paragraph.

For many years, decades even, essential maintenance of the buildings has been deferred for lack of funds. Predictably that has caused significant depreciation which must now be corrected. As was covered at length in the Owners discussion meeting in September, we face substantial increases in the maintenance fees starting soon. While this is burdensome to all of us it may be of particular interest to Owner/Landlords preparing to sign leases as you may want to consider the effect of an increase in fees when setting rents.

A number of unapproved signs have been posted recently. This is contrary to the By-Laws (Article XIII (1) (a):

(a) No unit owner, lessee, tenant or occupant of any unit shall post any advertisements, signs, notices, bulletins, or posters of any kind in, on, or about the property submitted by the Declaration to the Act, except as authorized in writing by the Board of Administrators.

Be advised that there is a fine for violation and that existing unapproved signs should immediately be removed. Any unauthorized sign displayed after October 30, 2017, will subject the owner to fines.

Landlord Owners may create problems for themselves if they do not share the following with prospective tenants prior to signing a lease:

Limited Use of Parking Spaces. No parking space or driveway may be used for any purpose other than parking passenger automobiles or pick-up trucks of one-half ton or less, which are in operating condition and which are in a condition so as not to detract from the appearance of the property as a first-class condominium complex. No other vehicles or objects, including but not limited to, trucks of greater than one-half ton, trailers, campers, boats, motor homes or similar vehicles, may be parked or placed upon any portion of the property unless permitted under rules promulgated by the Board or except as provided herein. No parking space shall be used by any person other than an occupant of a condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the

premises. A resident of a condominium, may park or keep no more than one (1) motorcycle on the property, provided such motorcycle is parked only in specific areas designated as motorcycle parking or in such condominium's courtyard; provided, that when the motorcycle is parked in a courtyard it shall not be ridden from the street to the courtyard, but shall be hand-pushed with the engine not running. No person shall be permitted to keep a motorcycle on the property which is not adequately equipped with sound suppression devices to provide for quiet operation. The Board may cause any motorcycle not used in conformance herewith to be removed from the Property and stored at the said condominium owner's expense.

No Pets

## **ADDENDUM TO LEASE AGREEMENT FOR SNOWCREST CONDOMINIUMS**

Any and all lease agreements between an owner and a tenant of a unit within Snowcrest Condominiums shall contain this Addendum as a part of such lease with the following language pursuant to Article XVII of the *Amended Declaration of Unit Ownership Estate for Snowcrest Condominiums*, herein after referred to as the Declaration:

This lease agreement or any other contract for tenancies between the Owner and Tenant(s) (lease agreement) shall comply with all provisions contained within Article XVII of the Declaration. A copy of the lease agreements shall be delivered to the Secretary of the Association within five (5) days of execution by the Owner and Tenant(s). Tenant(s) hereby acknowledges the validity of the Declaration, Bylaws for Snowcrest Condominiums, Inc., and Articles of Incorporation for Snowcrest (collectively the Governing Documents) along with any duly adopted amendments, rules or regulations related thereto, and agrees to be bound by the provisions contained therein in the same manner as if Tenant(s) was the Owner. No lease agreement shall release the Owner from compliance with Article XVII of the Declaration or any other duties as a condominium owner. A violation of any covenant restriction contained in the Governing Documents, or of any rules adopted thereunder, by the Owner and/or Tenant(s) shall be considered a breach of the lease and shall allow the Association to declare the lease terminated by the Association acting through its Board of Directors.

No lease agreement shall be less than thirty (30) days. No condominium or room within the condominium shall be rented and no transient tenant may be accommodated. This includes, but is not limited to, Airbnb, VRBO or similar short-term rentals. Condominiums which are subject to a lease may be regularly occupied by no more than two (2) individuals in the case of a one bedroom condominium and by no more than four (4) individuals in the case of a two-bedroom condominium.

Pursuant to Article XVII of the Declaration, any lease agreement in violation of the terms of this provision or Article XVII of the Declaration may be terminated by the Association in the same manner an owner may terminate a month-to-month lease agreement in accordance with the Oklahoma Residential Landlord and Tenant Act in the case of a breach of a lease agreement. The provisions of this addendum shall be applicable to all subleases entered into between a Tenant any third party.