

# **WIND TREE OWNERS' ASSOCIATION, INC**

Wind Tree Drive, Warr Acres, Oklahoma 73122

## **WELCOME PACKET**

Wind Tree are condominiums which are governed by the Wind Tree Owners' Association, Inc. Each dwelling unit in the Wind Tree is individually owned. When the units are purchased, each Owner agrees to abide by certain rules and regulations found in the Declaration of Covenants and Restrictions, which are established to provide for structure harmony at Wind Tree. These rules contain a brief description of the operation of the Wind Tree Owners' Association, Inc. (hereinafter "Association")

**Residents:** The term "resident" is defined as any person living at Wind Tree Owners' Association, Inc. this includes Owners, renters, guest and family members.

### **Relationship of the Rules and Regulations to the Declaration and By-laws:**

These rules are provided by the Wind Tree Owners' Association, Inc. and have been approved by the Board of Directors. However, the rules are not intended as a substitute for the Declarations of Covenants and Restrictions or the By-laws of the Wind Tree Owners' Association, Inc. If any rule in this book contradicts the Declarations of Covenants and Restrictions and By-laws of the Association, the Declarations of Covenants and Restrictions and By-laws of the Wind Tree Owners' Association, Inc. shall govern.

**Organizational Structure:** The Wind Tree Owners' Association, Inc. is a not for profit corporation, incorporated under the laws of the States of Oklahoma. The Association is charged with maintaining the common area, a portion of the exterior of the dwellings, and the day-today operations of Wind Tree. The authority for doing this is provided in the Declarations of Covenants and

**Restrictions that run with the land. Each owner agrees to these rules and regulations upon purchase of their dwelling unit. The rules and regulations of the Association are adopted, from time to time, by a majority vote of the Board of Directors.**

**The Board of Directors: The Board must consist of at least three (3) members but can have no more than five (5). A Nominating Committee may be appointed by the Board of Directors, consisting of existing Directors or Association members who are not on the Board, to present a list of candidates thirty (30) days before the Annual Meeting to the Board of Directors. If no nominations are presented by the Nominating Committee or members, nominations are accepted from the floor, at the election. The persons elected serve for three (3) years. Directors cannot receive compensation for their services. Directors can be removed from office by the Owners. The Board of Directors can replace Board members who vacate their directorship until the next Annual Meeting. Should a Board member miss three consecutive meetings, they will be removed from the Board of Directors.**

**Responsibilities expected of Board Members:**

- **Attend monthly Board meetings. (miss three consecutive meetings, automatic removal from the Board of Directors)**
- **Attend emergency Board meetings when necessary**
- **Be prepared for all Board meetings, i.e. having reviewed material mailed or emailed to you prior to Board meeting and bringing that information with you.**
- **Respond to all e-mails or phone calls in a timely manner.**
- **Dues and Assessments must be current or automatic removal from the Board of Directors.**

**Powers and Duties: The Board of Directors is given the power to establish rules and governing the use of all common areas, the facilities of Wind Tree, and the personal conduct of members and guests thereon and to establish penalties for noncompliance of those rules.**

**The Board shall also have the power to suspend voting rights, and the power to suspend the right to the use of facilities of owners or residents who are**

delinquent in dues or assessments. The dues assessments are prescribed in the Declarations of Covenants and Restrictions, and are as follows: Monthly dues vary according to the size of the unit and are due and payable on the 1<sup>st</sup> of the month. A late fee of 2.5% is added to the entire balance on the 30<sup>th</sup> of each month. The Board, further, shall have the power to employ a manager or contractors and prescribe duties to each.

**The Management Company of the Association is:**

Oklahoma HOA Partner

7220 S Western Ave #103

Oklahoma City, Oklahoma 73139

Phone No. 405-677-9116 Fax No. 405-677-9316

[manager@windtreehoa.org](mailto:manager@windtreehoa.org)

Copies of the Wind Tree Covenants, Conditions and Restrictions; By-Laws, and House and Pool Rules may be found on the website at [www.windtreehoa.org](http://www.windtreehoa.org) go to the "HOA Information" button.

The duties of the Board of Directors shall be to keep proper records of the Association and to present them to its members. The Directors shall supervise all officers, agents and employees of the Association. It is the duty of the Board to fix assessments or dues for each lot and to foreclose the lien against any property on which assessments are not paid. The Board shall procure and maintain insurance on the land and buildings and bond any employee having fiscal responsibilities.

Books and records of the Association are open to any Owner during reasonable business hours at the office of the Management Company.

**Insurance:**

- The Association shall maintain comprehensive replacement cost property (building and swelling unit coverage) insurance and liability insurance for the common area and dwelling units of Wind Tree Owners' Association,

**Inc. insurance policies do not cover the personal property of owners or residents. The liability insurance of the Association does not cover owners or residents.**

- **The Association's replacement cost property insurance has a \$10,000.00 deductible per occurrence.**
- **All Owners are recommended to carry their own liability insurance, personal property and contents insurance, It is recommended to have Loss Assessment insurance to cover the Association's deductible and any improvements to the dwelling unit which may exceed original construction and building specifications.**

**Below is a list of the most common responsibilities for each party.**

**Items the Homeowner's are Responsible for:**

- **Interior of Unit**
- **All Doors**
- **All Windows, including screens**
- **Guttering**
- **Party Walls**
- **Flower Beds**
- **Fireplace/Chimney**
- **Outside Porch Lights (front & back of unit)**
- **Interior Ants, Roaches, Bees, Mice, and etc.**
- **Interior paint, sheet rock, plaster, interior non-supporting walls, floor covering, cabinets, plumbing fixtures, electrical fixtures, and appliances.**
- **Water lines once above sub-flooring, i.e. kitchen water line once above slab or sub-floor.**
- **All personal property**

**Items Wind Tree is Responsible for:**

- **Exterior Repairs and Replacements including roofs, siding, foundations**
- **Common Areas**
- **Landscaping – common areas only**

- **Fences**
- **Termite Bond**
- **Common Area Parking Spaces and Drives**
- **Building Exterior spot lights**

**Trash: Trash cans are to be kept behind the brick privacy wall of your unit. No trash, ashes or other refuse may be thrown in any Owner's Unit or in or on Common Elements. All trash cans need to maintain a proper and secured lid. All trash must be bagged and secured at all times in proper containers.**