

**INDEX**  
LIBERTY TOWER POLICIES

Dear Liberty Tower Owner:

Let us take this opportunity to welcome you to the Liberty Tower community. The following governing documents have been compiled to acquaint you with the policies and procedures and the by-laws and declarations which detail the responsibilities and privileges of your ownership.

It is our goal to provide you the highest level of care and response when addressing your questions and requests. If you have any questions about information in this document, please ask any board member, or the LTOA Management Team staff. We wish you every happiness in your home!

**III DECLARANT POLICIES**

1.03.01.1	Mission Statement
1.03.01.2	Easy Living Policy
1.04.02.0	Guest Vendor Entry Policy/Procedure
1.04.02.1	No Smoking Policy
1.04.05.0	Residence Parking Policy
1.04.09.0	Pool Terrace Rules
1.04.12.0	Elevator Policy, Rules and Procedures
1.04.13.0	Club Room Rules and Regulations
1.04.14.0	Direct TV Maintenance Procedures
1.10.01.0	Contractor's Rules and Regulations
1.10.01.1	Work Order Policy
1.10.01.2	Television System Policy
1.10.01.3	Damage to Units Procedure
1.12.06.0	Grievance Policy/Procedure
1.12.07.0	Pet Policy
1.12.08.0	Rules, Regulations and Guidelines

**BY LAW POLICIES**

B 06.01.1	Delinquent Dues
B 07.00.0	Meetings of Board Members
B 07.02.1	Board Members in Arrears
B 07.11.1	Committee Guidelines
B 10.01.0	Purchases and Contracts Policy
B 12.03.1	Communications Policy
B 12.03.2	Political Action Policy
B 12.07.0	Resource Conservation Policy
B 12.11.0	Salaries, Benefits and Bonuses
B 14.00.0	Evacuation Policy

Policy Updates are available in the LTOA Management Team Office.  
Please update this document as new policies are enacted.

## **DECLARANT POLICIES**

LIBERTY TOWER OWNERS ASSOCIATION, INC.

### **1.03.01.1 MISSION STATEMENT**

Approved by the Board of Directors on 2/21/2000.

"The mission of the Liberty Tower Owner's Association, through its Board of Directors & Management staff, is to afford its members and residents a convenient, secure, upscale home atmosphere, similar to that available in condominium and/or co-operative complexes located elsewhere throughout the world; together with all other values associated with home ownership."

Employees of the association shall be paid competitive salaries/wages consistent with attracting a competent staff. This policy notwithstanding, the board and its hired employees shall endeavor to operate the building in an economic manner.

Association employees shall be directed solely by the Association Manager. The Manager receives direction as needed from the Association President or, in his absence, the Association Vice President. The Manager shall endeavor to uphold the mandates of applicable documents and to support policies approved by the Board. Directions from the President shall reflect board-approved policy and recent decisions of an executive committee. The Executive Committee shall be constituted and meet as needed in conformity with the by-laws. Decisions of the executive committee shall reflect the perceived will of the majority of board of directors of the association who meet monthly. The Board shall endeavor to lead the association in a manner consistent with the desires of a majority of the owners. Monthly financial statements and board meeting minutes shall be posted in areas convenient for perusal by owners.

The Manager and other employees shall treat members and residents in a respectful manner. Care shall be taken by the board and its managers to see to it that Association rules are used only as problem solving tools. Reciprocally, all Association owners and residents shall treat employees in a respectful manner, realizing that Association employees receive direction in accordance with policy #2 above.

Both common area and in-unit maintenance matters shall be handled promptly and courteously. For the convenience of owners, our in-house staff members shall perform in-unit maintenance at a reasonable charge as time allows. In-house maintenance priorities shall be based on work orders submitted by unit owners. An adequately competent maintenance staff should seldom require the assistance of outside professionals. The maintenance staff shall not be called upon to assist unit owners in alterations either during or after working hours. An inventory of commonly required MINOR repair parts (such as shut-off valves, o-rings, toilet repair parts, etc) not to exceed \$300 (1-1-00 COLA basis) in value shall be maintained.

Long range plans for capital improvements shall be made to afford residents amenities that are consistent with or better than other fine condominiums.

Committees meeting between board meetings shall carry out many of the tasks of the Board. The recommendations of such committees shall be examined for consistency with existing policies and then, generally, adopted by the Board. Committees should be chaired by members of the board whenever possible. Membership of the committees shall not be restricted to members of the board. A minimum of 48 hour advanced notice must be given prior to committee meetings.

No ownership interest shall be favored over any other ownership interest. Everyone must realize that all owners have identical rights and interests. Actions by the board shall not adversely affect the transition of ownership from one owner to another.

Where economically justifiable, every effort shall be made to conserve natural resources such as labor, water, electricity, gas, recyclable trash, etc.

### **1.03.01.2 EASY LIVING POLICY**

Approved by the Board of Directors on October 17, 2005

0.1 THE LIBERTY TOWER MISSION STATEMENT BELOW WAS APPROVED 1-17-00.

"The mission of the Liberty Tower Owner's Association, through its Board of Directors & Management staff, is to afford its members and residents a convenient, secure, upscale home atmosphere, similar to that available in condominium and / or co-operative complexes located elsewhere throughout the world; together with all other values associated with home ownership."

0.2 POLICIES IN SUPPORT OF THE MISSION STATEMENT. On 2-17-00, the Board passed eight general supporting policies intended to be used as a check-list when considering the further enactment of policies, procedures and rules and in the conduct of the Associations business.

0.3 The purpose of this policy is to list and rank those attributes / characteristics / services which DEFINE Liberty Tower and are necessary for the fulfillment of the Mission Statement.

SERVICES ABSOLUTELY ESSENTIAL (MAINTAINED 24/7)

COLD WATER, ELECTRICITY, MINIMUM OF TWO ELEVATORS FOR PASSANGER USE ONLY, SECURITY, and TRASH DISPOSAL.

ADDITIONAL NECESSITIES (SHOULD BE MAINTAINED 24/7)

AIR CONDITIONING MAINTENANCE, HOT WATER, HOUSE KEEPING OF LOBBY AND ELEVATOR, LAUNDRY, and PARKING.

SERVICES/ATTRIBUTES THAT MAKE LIVING GOOD AT LIBERTY TOWER

ATTRACTIVE LANDSCAPING, BOARD OF DIRECTORS ATTITUDE, CLUB ROOM, COMFORTABLE POOL, DirecTV, FAIR DISTRIBUTION OF AMENITIES, LESSEES WHO ARE CAREFULLY SCREENED WITH RESPECT TO CREDIT AND VIOLENT OR ANTI-SOCIAL CRIMINAL RECORDS, REASONABLY PRICED COST-BASED ON-SITE MAINTENANCE SERVICE AND FEES, OWNERS FEES THAT ARE CONSISTENT WITH PROVIDING NEEDED / DESIRED SERVICES AND WISE FINANCIAL MANAGEMENT, RESIDENT ATTITUDE, and STAFF ATTITUDE.

### **1.04.02.0 GUEST/VENDOR ENTRY POLICY**

Approved by the Board, December 19, 2005

Guests entering Liberty Tower are classified into three (3) categories.

(1) Tower Guest (TG) - guests entering Liberty Tower to see Tower Residents.

Liberty Tower Residents should select five or fewer names for their PERMANENT TOWER GUEST LIST. When arriving, these visitors will not be asked to show identification. Each guest must sign in at the front desk. Each visitor will be announced. If a Liberty Tower resident is expecting guests, they must either inform the front desk of their impending arrival, or write a (party) guest list for that day. In these cases, the guest will not be announced. Guest lists are valid for one day. Residents who do not have a phone available must be in the lobby and escort their guest to their unit. If a guest refuses to follow procedure, an incident report must be written detailing the incident and the LT manager must communicate the incident to the resident. Repeated incidents will result in the guest being considered a nuisance, and they will not be admitted to the building.

Liberty Tower residents may not arbitrarily give access cards to guests or other residents. Guests or residents not known to the front desk personnel will be asked for a photo ID. Cards that do not reflect the name on the photo id will be immediately deactivated. The card can be reactivated after the owner requests reactivation.

(2) Permanent Tower Guest (PTG) - family members who are extended residents, not residing in Liberty Tower, but care, support, and are universally accepted by the Liberty Tower resident. Liberty Tower residents may request that a Permanent Tower Guest (PTG) be issued an access card for entry into the building. The resident must fill out an information sheet on the PTG before the PTG's name is placed into the Liberty Tower Resident Access System. This card is not transferable to another guest. Guests entering the Lobby will not be announced. Cost for the Tower Access Card is \$20.00 per card.

(3) Commercial Guest- Individuals visiting the commercial property located in Liberty Tower. Guests will sign in at the front desk. Guest access is limited to the commercial area.

Guests parking in the North Parking Lot must follow the guest parking guidelines of two hours maximum parking. Guests expecting to park longer than two hours must inform front desk personnel and be issued a temporary parking permit. Guest parking on the street or in adjacent parking areas must follow the guidelines posted. All parking lots have posted rules.

#### **1.04.02.1**

#### **NO SMOKING POLICY**

Approved by the LTOA Board of Directors on: June 20, 2005

Smoking in all inside Common Element areas is prohibited. Smoking is permitted in the following outside Common Elements only:

Inside Common Elements includes but not limited to: Lobby, all hallways, stairways, elevators, and Clubrooms, Maintenance Shop, Basement, All LTOA Offices and Canteen.

Smoking Areas include: 7th Floor Pool Deck, Parking Garage, and North Parking Lot.

#### **1.04.05.0**

#### **RESIDENCE PARKING POLICY**

Approved by the Board of Directors October 17, 2005  
4.5, 12.8, 12.3, 19.

All residents must provide the LTOA management office any and all information required in order to obtain and retain an authorized parking permit. The permit so issued must be displayed as directed. No vehicle may be assigned a parking spot without the approval of the manager if (a) its overall length exceeds 216"; (b) Its overall width exceeds 81 inches; (c) Its height exceeds 6' 10".

Residents shall not use or permit invitees to use spaces assigned to others without previous arrangements with the assignee of said spot. Both the assignee of a spot in violation of this rule and / or the Association shall have the right to have the offending vehicle towed.

A resident with available unused/extra parking spaces expecting guests may pre-register his guests by notifying the security desk in advance that guests, identified by name and approximate arrival time, are permitted to park in the resident's unused/extra parking spot(s). The security person on duty will then allow the guests admission to the garage upon their arrival. Guests may obtain a Temporary Parking Permit from the security desk.

All vehicles parked in the garage must be in operating condition. Owners of inoperable vehicles will receive a Parking Violation Notice to remove said vehicle. Ignoring the notice to remove the

vehicle will result in eventual towing. If a vehicle parked in the garage is leaking abnormal amounts of engine oil, transmission oil, or coolant, a Parking Violation Notice requiring the recipient's signature will be issued. The vehicle must be removed from the building within 72 hours. The vehicle will not be allowed to park in the garage until proof of repairs is produced. Ignoring the notice may lead to eventual towing. If the vehicle owner is a tenant, the condominium owner will be notified. The owner / tenant is required to clean the space. If this is not done within five working days of the notification, LTOA will clean the space and charge the vehicle owner \$25.00. Changing engine oil, transmission oil, or coolant in the garage is prohibited. However, these fluids may be topped-off as necessary.

The speed limit in the garage is 5 mph. All vehicles moving in the garage must have their headlights on.

Vehicles backing out of their parking space will be assumed to have less visibility than vehicles entering or leaving the building and must therefore be given the right-of-way. Vehicles driving on the left in order to be able to park their vehicles in spots to their right must be given the right-of-way and they must use their turn signals. Vehicles rounding the corner north of the 3rd floor elevators are cautioned that visibility is poor because of the utility room on that corner. They should look for the headlights of oncoming vehicles and glance at the mirror located in the north east corner. Vehicles must be parked between the yellow lines and generally with front wheels touching the concrete wheel stop unless a special situation exists between adjacent vehicles. Backing into a space is absolutely prohibited and may cause damage for which you would be responsible. The owner is responsible for the expense of any maintenance, repair, or replacement made necessary by his actions or that of others he has permitted to park in his assigned spot. No parking space may be used for any purpose other than parking passenger vehicles, bicycles, baby carriages and small wire-type baskets used for carrying groceries. Other objects may be collected and disposed of without further notice five days after a "notice to remove" has been placed with said objects. No parking, loading, or unloading of vehicles at the elevator entrance is permitted. Motorcycles may be parked in garage corners as space allows. However, such parking may not interfere with adjacent parking spots or access to storage lockers. Residents driving in the garage are requested to keep stereo and tape sound volumes down so as not to disturb other residents.

#### PROCEDURE FOR TOWING

An effort shall be made to contact the owner prior to ordering towing. However, necessary towing of an offending vehicle shall then proceed.

A resident whose assigned parking space has been occupied without his permission by another vehicle shall have the right to demand that it be towed.

The authority for ordering a vehicle to be towed by an on-duty security person or the LTHOA is derived from the rules and procedures in sections 1.1, and 1.2. The manager or if the manager is unavailable a Board Member shall approve the towing of a vehicle.

The LTHOA shall cause one or more towing companies to be aware of our needs and authorized to tow vehicles from the residential parking garage. Said companies shall be selected on the basis of price, an understanding of our clearance limitations, and a willingness to respond in a timely fashion. Names, addresses, and phone numbers of said companies will be furnished to security personnel. Arrangements for towing a car from the residential parking garage may be made only by the security person on duty with the approval of the manager or if the manager is unavailable, a board member.

If possible, the owner of the offending vehicle will be notified that it has been towed.

#### DISCLAIMERS

The LTHOA reserves the right to amend, replace, or discontinue any of the rules and procedures in this document at any time.

The LTHOA is not responsible for any damage to any offending vehicle caused by the enforcement of these rules and procedures.

**1.04.09.0****POOL TERRACE RULES**

Revision adopted by Board of Directors August 22, 2005

Pool hours are 6:00 a.m. to 11 p.m. daily.

The maximum bathing load is 68 persons.

Swimming alone is discouraged as NO LIFEGUARD is on duty.

All persons using the pool do so at their own risk.

No diving is allowed.

Personal music devices are prohibited unless used with headphones.

Each unit may have two (2) guests at the pool on Saturdays, Sundays and holidays. Up to four (4) guests per unit are permissible on weekdays.

All guests must sign in at the front desk.

The host must accompany the guests while on the pool deck and is responsible for their guests' behavior.

No one under 16 years of age shall be allowed to use the pool unless accompanied by a responsible adult.

No pets are to be allowed access to the 7<sup>th</sup> floor deck.

No running or rough play in and around the pool.

No food, glass, china or other breakable objects should be taken onto the pool deck.

Suntan oils and lotions should be removed prior to entering the pool.

Persons with open wounds or skin sores should not enter the pool.

All persons are required to use footwear, robes/cover-ups when going to and from the 7<sup>th</sup> floor area.

No un-hemmed cut-offs or shorts are to be worn in the pool.

No personal items, flotation devices, goggles, clothes etc. should not be left in the pool, or on the 7<sup>th</sup> floor.

Please do not hang or pull on the rope dividing the shallow from deeper water.

**1.04.12.0****ELEVATOR POLICY, RULES AND PROCEDURES**

Revision adopted by the Board of Directors August 22, 2005

PASSENGER ELEVATOR POLICY. Elevators are the passage to our homes. They should be clean and presentable at all times. During weekday business hours and anytime there are maintenance or housekeeping personnel on duty, maintaining the cleanliness of the elevators is their responsibility. At all other times, the cleanliness of the elevators is the responsibility of the desk person on duty. Residents may carry groceries and small packages in the elevator but are discouraged from using it for larger packages. Bicycles should be carried in the freight elevator.

FREIGHT ELEVATOR POLICY. Liberty Tower was constructed in 1966 with only two passenger elevators whereas three passenger elevators would have been more appropriate. Since it is impossible to add a third passenger elevator, it is essential that the best possible management of the freight elevator be accomplished so that it is available for use as a passenger elevator to the maximum extent possible. Management of the use of the freight elevator falls to the desk person. To reflect the intent of this policy, the rules in section 0.3 below have been formulated.

Subsequent to the adoption of this policy and the rules below, a call button similar to the button at the entrance to the building from the commercial parking garage on the first floor shall be installed in the lobby. This button will be locked-off except (a) when a contractor has material situated at the rear entrance of the freight elevator first floor or on a floor where he has been working; (b) a person moving in or out is attempting to "capture" the freight elevator so that it can be locked-off; (c) a resident is moving a package or item not suitable for movement in a passenger elevator; and, (d) in the event of an emergency requiring the use of the elevator.

FREIGHT ELEVATOR RULES. Enforcement of the following rules is the responsibility of the security person at the desk during each of the three shifts. While the intent of these rules should be evident, not all situations can be covered. In instances not covered by the rules below, the security person is expected to use his best judgment.

Appearance counts! All elevators are to be kept presentable at all times.

Decisions regarding use of the freight elevator by the desk person are to be made with the aim of maximizing the availability of the elevator to residents of Liberty Tower.

The freight elevator may not be locked-off for the convenience of newspaper delivery, delivery of Liberty Tower communications to the units, maintenance procedures which require floor-to-floor operations, contractors who are carrying materials or tools to or from units, delivery personnel of any kind, or maintenance personnel doing unit maintenance.

Heavy hours of use are 7:00 am—8:00 am, 12:00 pm to 1:00 pm, and 5:00 pm to 6:00 pm.

During these intervals, the freight elevator is reserved **exclusively** for **passenger** use except in the event of an emergency.

The freight elevator may be locked-off only for "move-ins" and "move-outs" or in the event of medical or other emergencies. Move-ins and move-outs will have priority over all other uses of the freight elevator. Reservation of the elevator for this purpose is on a "first-come-first-served" basis and should be made well in advance. Since moving costs are charged by the hour, the elevator need not be relinquished even temporarily for uses other than an emergency.

Contractors and delivery personnel must coordinate their requirements for the use of the freight elevator with the desk person, scheduling the movement of equipment and materials so as not to interfere with the use of the elevator as described in rule # 0.3.5.

Newspaper delivery can be accomplished without locking-off the freight elevator using the following procedure:

Enter the commercial area. Unload all papers in front of the rear door of the elevator. Suitably park vehicle. Call the freight elevator. Load all papers into the freight elevator.

Proceed to the second floor. Block the door with a newspaper. Go to the desk and sign in.

Proceed to the 24th floor. Block the door with a newspaper while delivering papers to the 24th and floors below. Having delivered all papers, proceed to the second floor. Sign out.

Obtain any elevator to the first floor. Proceed to vehicle. Exit first floor.

#### **1.04.13.0**

#### **CLUB ROOM RULES AND REGULATIONS**

Revised and approved by LTHOA Board of Directors on July 18 2005

CATEGORY I: Limited Social Functions (Maximum 20 people)

Bridge and other table game parties, club meetings, music rehearsals and practice session, etc. No amplified instruments.

CATEGORY II: Major Social Functions (Maximum of 102 people)

Functions involving catering/food service (i.e., luncheons, dinner parties, weddings and receptions, graduation parties, holiday or other parties or receptions with cocktails, drinks and food; with or without live, radio or taped music or other entertainment.

The Liberty Tower Club Room consists of three areas: the Living (piano) Room, Card Room and Kitchen. The Kitchen is open daily from 6:00 a.m. to 11:00 p.m. The Card Room and Living Room are kept locked at all times when not in use for LTHOA board meetings, committee meetings, LTHOA social functions or scheduled private functions. The clubroom will not be available for private functions on the Fourth of July.

Reservations will be on a first-come, first-served basis and must be made in writing. LTHOA business meetings and social functions will take precedence. The club room use is limited to social functions. They are not to be used for commercial purposes such as seminars, business conferences, cookware or cosmetic selling-type parties, or training workshops, etc.

Reservations may be made by executing the Club Room User Agreement and making the appropriate deposit to cover clean up and/or damages to the clubrooms and restrooms. Reservations cannot be logged into the Club Room Calendar until a deposit is received. The deposit amount is \$400. Checks are to be made payable to LTHOA. The Club Room User Agreement requires that the User be familiar with the Rules and Regulations, and the User agrees, that said User would be totally and solely responsible for any loss or damage related to the activity. A simple way to avoid any charges is to leave the clubroom in the condition in which it was prior to usage. LT staff will perform an inventory/tour of the clubroom prior to (the day of) and the day after the event to determine if loss or damage has occurred. A checklist will be attached to the User Agreement. User may be present during these inspections. In the event of loss/damage, the cost of such loss or damage will be deducted from the User's deposit. If the deposit is insufficient, the User agrees to pay any balance to the Association within 24-hours of being notified of the amount due. If no loss/damage has been detected after inspection, the User may recover their deposit check from the Manager's office the following day (or the following Monday, if the activity occurs on a weekend). The clubroom must be restored to the original condition in which it was found (i.e., furniture placement, etc.) The time period for using the clubrooms will be from noon the day of the event until noon the following day. At that time the room should be clean and returned to original condition.

The User is responsible for ensuring that all guests adhere to the rules and regulations of LTHOA. The activity shall be limited to the club room area, the seventh floor elevator foyer and the hallway leading to the restrooms. The pool area/deck cannot be reserved for private functions.

If the User is a tenant, the owner or property manager accepts ultimate liability for loss or damages which may exceed the deposit amount. A property manager may make reservations on behalf of tenants but must submit a copy of a "power of attorney" from the owner.

Prior to the arrival of guests, each User is asked to provide the Front Desk with a guest list so guests may sign in and be allowed access to the seventh floor.

Clubroom use must not disturb residential occupants. All music must be at a sound level that cannot be heard in the residential living units. All activities must be concluded by 12:00 midnight.

#### **1.04.14.0**

#### **DIRECT TV MAINTENANCE PROCEDURES**

Adopted by the Board of Directors on March 30, 2005

This policy is adopted to provide Liberty Tower staff, homeowners and tenants with an understanding of responsibilities for operation and maintenance of the DirecTV satellite cable system provided by the Liberty Tower Owners Association to individual units for the private use of occupants.

##### **Responsibilities:**

Liberty Tower Owners Association, as a dues-paid service to homeowners and tenants, shall be responsible for operating and maintaining a good quality signal and reception to one primary coax cable connection in the unit living room area. The specific location of that connection is at the discretion of LTOA management and maintenance staff based upon the ability to provide a good quality signal and reception to the unit and/or other units served by the system. The unit

resident shall be responsible for charges incurred to repair any internal cable or wiring beyond the primary connection that may be needed to maintain a good quality signal and reception.

**Reporting Problems:**

Residents shall report signal, reception and/or sound problems to the front desk. A work order will be prepared describing the problem(s) and any specific channel(s) involved. Residents are requested to notify the front desk of a convenient time when their unit can be accessed, or if the unit key kept at the front desk can be used. The front desk will contact AAA TV and Satellite, or another qualified vendor authorized by management to perform work on the system, to schedule time for a technician to come out for a service call. If the technician determines the problem lies in the cabling or installation running between the primary connection and the television set, the resident will be responsible for the service call – a flat fee of \$45.00 (labor and materials) payable to AAA TV & Satellite or the other authorized vendor assigned. The fee is subject to change by the vendor. If the problem is determined to be caused by DirecTV or an external system component maintained by LTOA, there will be no charge to the resident.

**Secondary Connections:**

LTOA maintenance personnel will be unable to install secondary cabling connections to bedrooms, bathrooms or other unit areas. Secondary cabling connections may be installed by AAA TV and Satellite, or another qualified vendor authorized by LTOA management, if requested. Service and fees for such installations shall be arranged by the resident and authorized vendor independently of LTOA.

**New Move-ins:**

Residents who move into the building shall report any reception and/or sound problems to the front desk within 10 days of move-in. A one-time system check will be performed at no charge to ensure adequate wiring is in place, etc., from the previous occupancy.

**Tampering Prohibited:**

Unit owners and tenants shall not tamper with external components of the DirecTV system that are operated and maintained by LTOA (up to and including the primary cable connection) that serve their unit or other units in the building. The unit owner shall be responsible for any damages caused by such tampering.

**1.10.01.0**

**CONTRACTOR'S RULES AND REGULATIONS**

Contractors' Rules and Regulations

The following rules and regulations have been adopted for the safety and security of the residents of the building:

All contractors must sign in and out at the lobby front desk.

Loading and unloading of tools and materials will be performed in the designated area in the basement or in the alley located on the west side of the building. Vehicles must be moved out of the basement immediately after loading/unloading materials and parked outside the basement gate. The freight elevator may be reserved. No passenger elevator may be used for hauling or moving. All debris is to be removed from the elevator by the contractor(s) before returning it to the front desk.

All contractors' vehicles will be parked outside the basement garage gate. Entry and re-entry to the basement garage will take place by contacting the front desk staff from the air phones at the entrance gate.

NO flatbed trailers will be allowed access into the basement due to the possibility of damage to the basement gate track.

Entry to the building may be obtained by contacting the front desk staff from the air phone located just outside the double doors near the trash compactor.

If the freight elevator is required, it must be scheduled with the front desk staff, who will lock it out for independent service. When you have completed loading or unloading, you must return the elevator to the lobby.

All debris must be removed from the building. The trash compactor is for residential trash only. Do not throw paint or other construction debris down the trash chute.

All contractors will comply with all city codes and will produce the required licenses and permits to perform work in the building.

All contractors will provide proof of insurance for liability and worker's compensation, naming Liberty Tower Owner's Association as additional insured, upon request.

Working hours are permitted between 8:30 a.m. and 4:30 p.m., Monday through Friday and 12:00 noon to 4:00 p.m. on Saturday and not permitted on Sunday.

All materials used in the construction or remodeling work performed will be equivalent or better than the existing materials of the unit where the work is performed.

### **1.10.01.1 WORK ORDER POLICY**

Adopted by the Board of Directors on March 20, 2006

The availability of reasonably priced on-site maintenance at Liberty is an important amenity to be enjoyed by all owners on an equal basis. The service shall be furnished by a capable full-time maintenance person employed by the Association. However, Liberty Tower building maintenance requirements shall have priority over in-unit maintenance work orders. Nevertheless, such services will be immediately available during normal working hours in the case of an emergency.

Other limitations on on-site maintenance service are as follows:

- a. No in-unit maintenance shall be accomplished without an appropriate work-order unless an emergency is involved; in which case the work order must be completed subsequent to the service rendered.
- b. Unless an emergency is involved or other arrangements have been made, tenants shall inform owner/agents of maintenance problems. The owner/agent shall then originate the work order.
- c. To the extent possible, work orders will be executed on a first-come-first-served basis. If necessary, the Association manager will establish priorities.
- d. The service is equally available to owner-residents and to owner-investors without prejudice.
- e. Generally, work orders for fixing leaking faucets or toilets will enjoy priority over all other work orders. However, those that can not be executed without building water shut-off will usually be deferred until several such work orders have accumulated.
- f. Unless otherwise so informed, the requestor can assume that the service will be performed by a Liberty Tower maintenance person under the fee schedule discussed in paragraphs g. and h. below.
- g. The hourly charge for in-unit maintenance shall reflect all costs associated with its execution including all salary and overhead charges against the labor cost and all materials. Until that hourly charge has been determined, the charge shall be \$30/hour.
- h. A minimum labor charge of ½ hour shall be made on all executed work orders unless another policy dictates an exception.
- i. Income from on-site maintenance may and should be an important source of income for the Association. The Association manager shall be aware of the work-order process at all times, ensuring that proper billing is made.
- j. Maintenance is just that—the repair of things already in existence. The Liberty Tower maintenance staff may not generally perform involving significant new electrical wiring or new plumbing. Such tasks must be accomplished by licensed outside contractors.
- k. The LTOA is in the process of modernizing its business practices. Requestors can anticipate that their work order requests and copies may soon be generated by computer

- I. The number of copies of a work order generated is a decision for the Association manager. However, at the time a work order is prepared, a numbered and dated hard copy must be given to the person submitting the work order.

Residents (both owners and tenants) are more likely to discover needed common area maintenance than are Association employees. All residents are allowed, indeed—encouraged, to request work orders for the common areas.

### **1.10.01.2 TELEVISION SYSTEM POLICY**

Adopted by the Board of Directors on February 20, 2006

Of the several amenities offered to the residents of Liberty Tower, the many channels of entertainment available through our in-house television system is arguably the most widely used and acclaimed. This amenity together with others tends to define Liberty Tower. Its continued reliable and inexpensive operation together with the selection of channels to be carried is of substantial concern to almost all residents. While its day-to-day operation is the responsibility of the Association manager, oversight responsibility and channel selection is the responsibility of the Association Board. The board has a responsibility to ensure that it meets the needs of the majority of our residents.

- 1.1 RESPONSIBILITY FOR THE SYSTEM. A television system committee shall be appointed by board to perform the following functions:
  - a. Be aware of system requirements including sensitivity to power surges and operating environment requirements.
  - b. Be aware of system maintenance issues.
  - c. Receive copies of resident complaints.
  - d. Plan for requirements that will result from the future availability of HDTV signals only.
  - e. Plan for continuing enhancement of the system.
  - f. Monitor the availability of competing providers from both price and quality considerations.
  - g. Supervise the contract renewal process from both cost and desirable change standpoints.
- 1.2 RESPONSIBILITY FOR CHANNEL SELECTION. The ultimate responsibility for the selection of our limited number of channels should rest with an informed residency. A procedure shall be evolved and approved by the Association Board which will, at appropriate times:
  - a. Make all residents aware of the programming contractually available to the system.
  - b. To the extent reasonably possible, allow the residents to select those programs they want to be available for their viewing.

Allow the committee to select from among the contractually available channels when the signal supplier changes the programming on a given channel.

Selection of channels from among those available for airing on our limited (~ 60 channel) system is of concern to all residents and, to the extent possible, should be democratically determined. The procedure outlined below can be regarded as evolving. After each application of the process, its successes and failures will be reviewed and necessary changes will be suggested to the LTOA board for their approval.

- 1.0 Very brief descriptions (one-liners) of the available channels will be available to all residents at the front desk.
- 2.0 The residents of each unit as a unit will be asked to complete a poll containing the following questions:

- a. What are the channel numbers of your ten most favorite channels on the Liberty Tower system?
  - b. What are the channel numbers of your ten least favorite channels on the Liberty Tower system?
  - c. From among the brief descriptions of the additional available programming described in paragraph 1.0, what channels, if any, would you like to see added to the available programming at the expense of those channels deemed least desirable by the poll?
  - d. What one channel would you like to have above all others whether or not we presently have it?
  - e. Do you have HDTV or a HDTV capable set?
  - f. Do you have Cox TV?
  - g. If you have Cox TV, do you also watch LT TV system as well?
- 3.0 Data from the poll of paragraph 2.0 will then be used to change the Liberty Tower channel line-up as appropriate and help with planning improvements in our system.

### **1.10.01.3 DAMAGE TO UNITS PROCEDURE**

Adopted by the Board of Directors on January 25, 1999

- Article 1(t) Declaration of Unit Ownership Estates for Liberty Tower Condominiums
- Article 10.1 Responsibility for Maintenance and Repairs, Condominium Owner order
- Article 10.2 Responsibility or Maintenance and Repairs, The Association

GENERAL PROCEDURES: The Manager will:

1. Require the Maintenance Staff to notify the Manager immediately of any damage to a unit noted during the execution of a work order.
2. Complete a Damage Report which will include, but is not limited to:  
Date and time damage occurred, Date and time Maintenance Staff notified Manager, Date and time the Manager inspected the damage, Photograph of the damage, Cause of the damage, List of repairs needed, and Payment responsibility for repairs (i.e., condominium Owner or the Association)
3. Condominium Owner's written agreement on payment responsibility for repairs.
4. Signatures of the Maintenance Staff, Manager and condominium Owner
5. If the Association is responsible for the repairs, coordinate the repairs with the condominium Owner.
6. Retain the Damage Report in the condominium Owner's file.
7. In the event that the condominium Owner is responsible for payment of repairs and the damage extended to an adjacent unit(s):  
Notify all damaged condominium Owners in writing, the cause of the damage and that the Association is not responsible for payment of repairs.
8. Copy the responsible condominium Owner on the correspondence.
9. Retain copies of all correspondence in the condominium Owner's file.
10. Provide the Board of Directors with a monthly Damage Report.  
Periodically, but not less than annually, inform all condominium Owners of their responsibility and the Association's responsibility for maintenance and repairs.

### **1.12.06.0 GRIEVANCE POLICY/PROCEDURE**

Approved by the LTHOA Board of Directors on: September 17, 2005

Liberty Tower is a contained community of almost two hundred different residences in which people of various backgrounds, views and temperaments reside. The goal of the association is

that everyone will live harmoniously together and resolve misunderstandings and disagreements in a peaceful and cooperative manner in which both sides will be satisfied that they both received a fair hearing. Violence and threats of violence will never be tolerated. The police will be brought in if a dispute escalates into threats of violence.

General Procedures: The owner/resident shall submit all grievances to the manager. Grievances must be: --in writing, --dated, --signed.

Upon receipt of a grievance, the manager will: --Date stamp the grievance, --prepare a memo for the Board within 24 hours, --begin an investigation within five working days of receipt of the grievance, --prepare a report to the Board upon completion of the investigation and report at the next regularly scheduled Board meeting. The memo will include but not be limited to: --all investigative steps performed including dates and times, --manager's recommendation.

The Board will review the memo and determine if any corrective action is required.

The manager will: --contact the owner/resident in writing to communicate the Board decision within three business days following the Board meeting. --Retain all documentation in the owner/resident file.

### **1.12.07.0**

### **PET POLICY**

Adopted by the Board of Directors on August 17, 1998

Article 12.7 of the Declaration

Article 19.1 of the Declaration

Section 3 of Liberty Tower's Rules, Regulations and Guidelines

#### **GENERAL PROCEDURES:**

1. Upon approval of this policy, the Manager will distribute a copy of the Pet Policy and Cover Letter to each Owner and/or Resident.
2. All new Owners and/or Residents will receive a copy of the Pet Policy and Cover Letter upon application to Liberty Tower.
3. The Cover Letter will be an acknowledgement that the Owner and/or Resident has read and understands the Pet Policy.
4. The Cover Letter will be signed, dated and returned to the Manager within thirty (30) days of receipt.
5. The Manager will follow up on all Cover Letters not returned within thirty (30) days.
6. All Cover Letters will be retained by the Manager until the Pet Policy is revised by the Board.
7. All pets must be registered with the Manager.

#### **VIOLATION OF THE DECLARATION, RULES, REGULATIONS AND GUIDELINES WILL RESULT IN:**

The following procedures will be enforced by the Manager upon becoming aware of an Owner and/or Resident's violation of the above referenced Declaration, Rules, Regulations and Guidelines:

1st Violation: Written notice of the violation will be sent to the Owner and/or Resident within 24 hours of becoming aware of the violation. The notification will include statements that:

- If the violation is not cured immediately, access to the following Common Elements will be denied for 10 days:▪ Parking Spaces, ▪ Club Rooms, ▪ Swimming Pool
- The Owner and/or Resident must acknowledge in writing, receipt of the notice.

2nd Violation: Written notice of the violation will be sent to the Owner and/or Resident within 24 hours of becoming aware of the violation. The notification will include statements that:

- Access to the Common Elements will be denied for 10 days.
- If the violation is not cured immediately, the violations will be presented to the Board with the recommendation that the pet be removed permanently from the building.
- The Owner and/or Resident must acknowledge in writing, receipt of the notice.

3rd Violation: Written notice of the violation will be sent to the Owner and/or Resident within 24 hours of becoming aware of the violation. The notification will include statements that:

- The pet must be removed permanently from the building within 48 hours of receipt of notice.
- Failure to comply will result in permanent loss of access to the Common Elements. If the Resident is a Lessee, the Lesser will be notified that the Board recommends that the lease be terminated.

The Manager will establish a Master Pet File. Copies of all correspondence will be filed by the Pet Owner's name B. Elements, Limited Common and/or Common, soiled or destroyed by pet:

- All Owners and/or Residents are encouraged to report damages to the Elements cause by a pet, to the Front Desk. ▪ The Pet Owner will immediately report the incident to the Front Desk and clean the soiled area. If professional cleaning or repair is required, the Front Desk will submit a work order in the Pet Owner's name. The Manager will bill the Pet Owner for the cleaning and/or repairs, plus a \$25.00 fine, within 24 hours of completion of work.
  - If the pet continues to soil or destroy the Elements, the Manager will bill the Pet Owner for the cleaning and/or repairs, plus a \$50.00 fine within 24 hours of completion of work.
  - If the Pet Owner is a Lessee, the Lesser will be:
    - Copied on all bills
    - Notified when the bill is paid
    - Liable for delinquent bills, aged past 31 days.
- Copies of all correspondence will be filed by the Pet Owner's name in the Master Pet File.

### **1.12.08.0**

### **RULES, REGULATIONS AND GUIDELINES**

Approved by the Board of Directors, October 17, 2005.

#### **I. GENERAL**

(a) The sidewalks, entrances, driveways, passage courts elevators vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose, other than for ingress and egress from the premises

(b). No flammable seasonal/holiday material is permitted in the hallways. Living/cut (real) Christmas trees are prohibited from being brought into the building.

(c.) Tulsa Code states:

F-402.4 Outdoor Cooking Appliances: It shall be unlawful to use electric or open-flame cooking appliances, including charcoal, electric, or gas grills, on combustible, outdoor balconies or outdoors within ten (10) feet of any combustible portion of any building of Use Groups R-2 and R-3. Residents must be in compliance with city codes

1.2 No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the premises or building without the prior written consent of the Board of Directors. Signs and advertisements in the commercial area must be approved in advance by the Commercial Committee. Announcements/ For Sale/Rent notices, etc., are permitted to be posted on the boards in front of the elevators in the parking garage

1.3 No awnings or other projections shall be attached to the outside walls of the building, nor shall anything be hung or shaken from the balconies or windows. No clothing or other articles shall be hung in or from the balconies, windows or fences. No candles or burning materials or any kind shall be placed on balcony railings or in the cement blocks forming the balcony wall.

1.4 Bicycles may be transported to and from the residential units on the freight elevator only. It is preferred that bicycles be locked in the parking garage.

1.5 Children shall not be allowed to play in the public halls, stairways, elevators or lobby.

1.6 With the exception of well-secured Christmas lights, absolutely NOTHING shall ever be placed, even temporarily, on any balcony railings. Nothing should be thrown or swept from the balconies and care should be exercised to prevent anything from accidentally falling from the balconies. When watering plants on balconies, care should be taken to avoid excess water from running over the edge onto units below. No dirt or other substance should be thrown into corridors, halls, elevators, foyers or elsewhere in the building.

1.7 Residents, their families, guests, employees, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.

1.8 Trunks, furniture, heavy appliances and moving cartons shall be taken in or out of the building only at designated times and through the basement. The freight elevator must be used for this purpose.

1.9 No Owner and/or Resident shall do any act or place any object in a residence unit or the adjacent limited Common Elements, which will create a structural hazard or endanger the structure of the building or any adjacent unit.

1.10 Arrangements for "move-in" or "move-out" shall be made with the Front Desk, taking into consideration that elevators are not to be used for such purposes except between the hours of 8:00 a.m. and 12 noon, 1:00 pm and 4:30 p.m. and 6:00 p.m. and 10:00 p.m. The enforcement of this will be strictly monitored.

No resident shall produce or permit to be made, any noises or noxious odors that will disturb or annoy the occupants of other units, nor will an Owner or Resident permit anything to be done which will interfere with the rights, comfort or convenience of the occupants of other units.

Water closets and other plumbing apparatus (including air-conditioning condensate drains) are to be used only for the purpose for which they were constructed; no sweeping, rubbish, rags, paper, ashes or other materials are to be deposited into the same. Any damage resulting from misuse or negligent maintenance of any water closet or other plumbing apparatus (including air conditioning condensate drains), shall be paid for by the Owner and/or Resident in whose unit the problem shall have originated.

Owners/Residents should close all exterior windows or sliding doors when necessary to avoid possible damage from storms or the elements.

Alteration and repair of the exterior of the building, balconies, patios or Common Elements is the responsibility of the Association through its Board of Directors. No Resident is to do anything to change or alter the exterior appearance or make any other types of alterations to the exterior of the building or Common Elements, without the prior written consent of the Board. The enclosing of balconies is prohibited. Existing enclosures prior to January 1, 1994, are "Grand Fathered" in.

Any damage to the building or Common Elements caused by moving or carrying of any article therein shall be paid for by the Owner and/or Resident responsible for the presence of such article.

Care should be taken that water is not left running for any unreasonable or unnecessary length of time.

No Resident shall interfere in any manner with the plumbing, heating, air conditioning or lighting apparatus which is part of the Common Elements and not part of his own residence unit. On the other hand, each Owner is responsible for the cost of maintenance and repair to the plumbing and lighting in their respective units. The "air conditioner compressor and the heating and air conditioning heat exchange/fan coil units" in the residential units are to be serviced, maintained and repaired by the Association. If an individual owner does put in new air conditioning/heating equipment, it is understood that such equipment will become the property of the Association. The Association will be responsible for maintaining and repairing it.

No person shall use or permit to be brought in to or stored in their unit, any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosives or articles deemed extra hazardous to life, limb or property, or create any other fire hazard.

1.19 (a) The Owner/Resident in each unit shall, upon reasonable notice, grant the Association's designated employees with access to such unit so that the Association may have entry as provided in the Declaration, Article 11.1 and 11.2. A failure to grant such access shall relieve the Association from any duty or responsibility to repair or correct the condition for which access to the unit was requested and the Owner/Resident of such unit shall be responsible for the necessary repairs and any damage that has ensued.

Residents shall return to the Association Office, all condominium keys to all exterior doors and all other keys furnished by the Association upon vacating the premises.

Each Owner is requested to furnish the Association Office with a key to all individual locks so that entry may be made in the event of an emergency. In the event an Owner chooses not to provide the Association with a key, then such Owner assumes responsibilities for all damage that may result in the event of an emergency that could have been averted if ready access could have been made.

If it becomes necessary for an employee of the Association to enter a unit due to an emergency, employees should never enter alone without notice but should have at least one other person with them.

In events other than emergency, the Association shall not cause any of its employees to enter the unit of an Owner/Resident without prior notice to said Owner/Resident and obtaining consent therefore. Owner/Resident shall not unreasonably withhold said consent.

All Owner/Resident keys located in the Association Office shall be kept under the direct control of the Association's Manager; said keys shall AT ALL TIMES be kept in a locked, secure place not accessible to the public, residents, or staff. No keys shall be given out, except by the direction of the Manager.

1.20 Owners/Residents shall be held responsible for the actions of their children, employees, agents, invitees and guests.

1.21 Owners'/Residents' complaints regarding the services furnished by the Association and/or its Staff, or regarding the conduct of other Owners/Residents, should be made to the Board in writing.

The trash chute has been a source of recurrent problems due to stoppages caused by boxes and un-bagged trash. The expense of cleaning such stoppages is substantial. Un-bagged cartons, loose debris and other un-bagged trash are responsible for a vast majority of trash chute stoppages. PLEASE FOLLOW THESE DIRECTIONS: Paper cartons should be disassembled and placed completely inside a regular size grocery or similar size plastic bag before being deposited in the trash chute. All other garbage, trash, refuse and newspapers should be placed completely inside such a grocery or plastic bag WITH THE TOP TAPED OR TIED TO PREVENT SPILLAGE, then carefully deposited into the trash chute. Wet garbage should be disposed of through the sink disposal, rather than in trash containers, if possible. Any carton, debris or other item of trash too large to be placed in the trash chute, should be placed in the dumpster location, either in the rear basement elevator lobby or the dumpster in the South end of the basement parking garage. We believe that following these simple directions will eliminate most of the trash chute problems and reduce our expenses accordingly.

Shoes must be worn at all times while in the Common Areas of the building, with exception of the pool and surrounding deck.

Smoking in the elevators and in the main floor lobby is prohibited. (Adopted by the Board of Directors on February 18, 1991). Smoking in all inside Common Element areas is prohibited. Smoking is permitted in the following outside Common Elements only: the parking garage and the 7th floor pool deck. (See LTHOA Smoking Policy adopted by the Board of Directors on June 20, 2005.)

All units shall have at least one working smoke detector.

#### PETS

The "Declarations" 12.7 provides:

"Pets restricted. No more than one (1) usual and primary household pet, weighing less than twenty (20) pounds, may be kept in any condominium without prior written consent of the Board. The By-laws may further restrict or prohibit the keeping of such pets on the Property. Pets shall not be allowed on the Common Elements, except as permitted by the rules made by the Board. The Board may require removal of any or all pet(s) from the property considered by the Board to be exotic, frightening to other Owners/Residents, vicious, dangerous, or which may constitute a nuisance. All pets shall be carried while in the hallways, foyers and on elevators. Each Owner and/or Resident who keeps a pet in the building, by doing so, agrees to indemnify and hold all others harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having had such pet in the building. If a pet disturbs others by barking or biting or in other ways becomes obnoxious, the Board or Manager is to give notice to the Owner of such pet to cause such annoyance to be discontinued; if such annoyance is not discontinued, the Board may require the pet to be removed from the building. Pet owners are expected to be good neighbors and immediately clean up any pet "mess" or "accident." This extends to not only interior areas of the building but also to the sidewalks and grounds around the building. A pet "Poop Disposal Station" is located on the south side of the building. Pet owners are encouraged to take bags with them on walks to clean up after their pets. In addition city health department regulations require pet owners to tidy up after their pets. No balcony or interior area shall be used as a "pet poop area." City regulations and health department regulations strictly prohibit this. Violations will be reported to health department inspectors. The manager will inform the Board and recommend immediate removal of the pet from the building.

#### MISCELLANEOUS

3.1 These rules may be added to, amended or repealed at any time by the Association's Board of Directors.

## **BY LAW POLICIES**

LIBERTY TOWER OWNERS ASSOCIATION, INC.

### **B 06.01.1 DELINQUENT DUES POLICY**

Adopted by the Board of Directors on July 18, 2005

#### All accounts 15 days past due:

To avoid placing a burden on unit owners, Liberty Towers operates with as little working capital as possible. This means that we count on the prompt payment of dues to fund the day to day operation. Dues are due and payable on the first day of the month, PERIOD! If paid on the second day of the month or after, they are technically delinquent. However, at the direction of the board, management allows a fifteen-day grace period. Dues received after the close of the business day (5: 00 pm) on the fifteenth day of the month are considered late and the board has directed that delinquent owners will be assessed a \$15 late fee for each delinquent dues account. (A \$5 fee will be assessed on each late parking space payment and \$5 fee on each late storage payment.) This is done, not to punish owners, but rather to get their attention. This is necessary because of the working capital situation. If a payment is late:

Notices of the late payment fee assessments will be available to resident owners or agents of out-of-town owners at the front desk by the close of the business day on the 16th of the month. Notices of assessment of late payment fees will be mailed to non-resident owners who do not have local agents by the close of the business day on the 16th of the month.

Late fees assessed for delinquent dues will be forgiven if the owner or his agent (a) pays the delinquent dues by the end of the month; (b) ensures that the dues for the following month are paid when due; and (c) subscribes to automatic fund transfer for payment of all future dues.

All accounts 30 days past due:

#### Unit Dues:

Delinquent account holders were notified as in paragraph 3.1 of this policy. In addition to applying paragraph 8.7 of the declaration (see above), the following actions may be taken: Access may be denied to the parking garage.

The in-house DirecTV cable system may be disconnected.

#### 2.2.1 Storage Rentals:

If no response is received within 15 days of statement, in addition to the late fee(s) assessed a letter will be sent out to the responsible party, notifying them of the following:

2.2.1.1 The Lease will be terminated within thirty (30) days of notice, in which Lessee is to remove property in storage area. If not removed, the Lessor shall have the right to remove the personal property in the leased premises and store the same at the expense of the Lessee. (Changing the lock to the storage area, thus denying Lessee entry will suffice.) In the event of such default, the Lessor is hereby given a lien upon all property stored in the leased premises (or in the storage area with changed lock) and authorized to seize and take possession of said property, to store at the expense of the lessee, or to sell the same at a public or private sale, upon such notice as required by law. In the event of such sale, the proceeds may be applied first to the expenses incurred in conducting such a sale and then to any indebtedness of the Lessee to the Lessor.

#### Parking Rentals:

Parking rentals are payable in advance to whatever extent the Lessee desires. Any excess paid is fully refundable and prorated to the day the spot is vacated after 30 days notice of intention to vacate. At a minimum, one month of parking rent must be paid in advance. 15 days after the delinquency statement is sent as outlined in paragraphs 3.1.1.and/or 3.1.2, the vehicle will be towed at owner's expense. Until the delinquent parking rent is paid, late fees will continue to accrue.

**B 07.00.0****MEETINGS of BOARD MEMBERS**

Approved by the Board of Directors on February 20, 2006

The formation of the Board of Directors, its duties, its powers, and its other functions derive from Articles 5 and 7 of the declaration, Article 9 of the Articles of Incorporation, and Articles 7,9,12 and 13 of the By Laws. The Board, elected by the membership of the Association (Owners), has broad powers to enable it to conduct the business of the association in a flexible cost-effective manner. The board usually makes important decisions as a group in regular or special meetings. The purpose of this policy is to state the definition of the various kinds and the conduct of such meetings and to introduce the committee system in a preliminary way.

- 1.1 THE ANNUAL MEETING. The Liberty Tower fiscal year and annual years are coincident. The Annual meeting is held in early January of each year. It serves two purposes—communication between the Board and members of the Association, and is the election meeting. It does not take the place of the monthly meeting,
- 1.2 THE BOARD ORGANIZATIONAL MEETING. Immediately after adjournment of the annual meeting, the newly constituted board holds an organizational meeting, electing the President and CEO, the Vice President, the Secretary, the Treasurer, and an Assistant Secretary and an Assistant Treasurer who are not necessarily members of the board. The Executive Committee, usually composed of the President, Vice President, Secretary, and Treasurer, may also be formed at this meeting. While not necessarily a closed meeting, this meeting may not be addressed by other Association members who may be present. To the extent possible, chairpersons for committees should be appointed at the organizational meeting from a listing of interested persons previously gathered the previous month by the Board.
- 1.3 MONTHLY MEETINGS. The purpose of monthly meetings is to conduct the business of the Association. While attendance at monthly meetings is open to all Association Members, participation is restricted to members of the Board. Immediately following the business portion of the meeting, members of the board will receive questions from members of the Association. An announcement of the meeting together with an agenda sufficiently detailed so as to inform Association members of anticipated meeting topics shall be posted at least 48 hours in advance of the meeting. Association members with problems identifiably linked to a named committee and not satisfactorily through other avenues should bring their problem to the attention of the committee chairman where they may either be solved or brought to the attention of the Board together with proposed solutions. Solutions proposed by competent committees through their chairpersons will be considered for adoption after review by the full Board. Association members with problems not identifiable with a committee should petition the board in writing. All proposed policy should be ready and included in the monthly Board packet to be considered at the monthly Board meeting. Approved changes in policy, procedures, rules, and any new policies shall be posted within 72 hours of the meeting.
- 1.4 EXECUTIVE SESSIONS. Not all Association business is privy to non Board members. For example, personnel matters including salaries are confidential. To discuss such matters, the Board may go into an executive session during monthly meetings as appropriate. At such times, attendance is limited to Board members. After conclusion of the executive session and prior to monthly meeting adjournment, the meeting is reopened to attendance by Association members.

- 1.5 EXECUTIVE COMMITTEE MEETINGS. Between monthly meetings, situations may arise such that the President desires consultation with the members of the Board. If face-to-face consultation is desired, the logical mechanism is a meeting of the executive committee. It must be noted that decisions reached in such a meeting must be reported to and ratified by the full Board at the next monthly meeting. By nature, meetings of the executive Committee are not open meetings, will not be advertised, and may be attended only by invitees.
- 1.6 SPECIAL MEETINGS. As discussed in paragraph 5.3 of the By Laws, a special meeting of the members may be called for any purpose. As indicated in paragraph 5.3, they may be called by any officer, the Board, or by a 25% ownership interest.

#### **B 07.02.1**

#### **BOARDMEMBERS IN ARREARS**

Approved by the Board of Directors on June 20, 2005

The Association is made up of owners who are subject to dues and fees to pay for the upkeep and operation of the building. While it does happen that individual owners will occasionally fall behind and be subject to the established late dues policy, it is the opinion of the Policy and Procedure Committee that members of the Board of Directors have a special responsibility to the membership as a whole to be in "good standing" with the association in respect to all dues and fees.

Therefore the Committee recommends that the Board of Directors adopt the following policy: No person shall be elected to serve on the Board of Directors for the Association who is more than thirty (30) days in arrears on the payment of all dues and fees at the time of his or her election. Such a rule shall not apply to any person who has filed an appeal to the payment of dues or fees and whose appeal is still pending. Should any elected member of the Board become more than sixty (60) days in arrears on the payment of any dues and /or fees at any time during his or her elected term on the Board, that Director shall be suspended from all participation on the Board of Directors and/or as an officer of the Association. A suspended Director may become reinstated upon the payment in full of all dues and/or fees provided the payment is received within ninety (90) days of the original date when due. Any Director or suspended Director who is more than ninety (90) days in arrears shall forfeit his or her position on the Board and the Board shall select a replacement under the Bylaws provisions covering vacancies on the Board. Such a rule shall not apply to any Director or suspended Director who has filed an appeal to the payment of dues or fees and whose appeal is still pending. The filing of an appeal shall neither extend nor alter the time periods specified above. The manager will maintain a current list of owners who are more than thirty days in arrears. All owners have a right to request to see the list.

#### **B 07.11.1**

#### **COMMITTEE GUIDELINES**

Approved by the Board of Directors October 17, 2005

Standing committees are created by the Board of Directors in order to assist the Board in adhering to the Bylaws of the Association and the mission statement. Ad hoc committees are created by the Board or a standing committee in order to reach a specific objective. Once the objective is achieved, the ad hoc committee dissolves. The Executive Committee is limited to Board Members. Association members are welcome and encouraged to volunteer for any other ad hoc or standing committee. All committees other than the Executive Committee may be chaired by a member of the Association. A member of the Association is defined as an owner whose name appears on a deed to property in Liberty Tower. Residents who are not members of the association are welcome to attend committee meetings but may not vote.

Committees should consist of seven committee members. Three can be Board members and four should be "at large" Association members. The chairman of the committee will only vote if there is a tie.

Two committees have budgets. These are the Social Committee and House & Grounds Committee. These Committees are authorized to draw upon Board allocated funds in pursuit of their responsibilities. Budget requests for committee funding should be made to the treasurer so that funding can be built into the annual budget process. The Board approves funding for these two committees in the annual budget approval process. Committees are expected to "live within their budget." Committees may request additional funding during the year, but this must be specifically authorized by the Board. Social Committee and House & Grounds Committee expenditures should be authorized by majority vote of the respective committee. Members can be reimbursed for Committee authorized expenditures. Receipts and documentation should be submitted to the Chair of the committee who will submit documentation to the manager for reimbursement. All funding documentation should be maintained by the Committee chair and the manager.

Standing Committees include:

Executive Committee: members consist of the Board of Directors. This committee is charged with overseeing all aspects of the Building.

Social Committee: This committee is charged with social activities, social amenities, and parties.

House & Grounds Committee: This committee is charged with overseeing the appearance of the building and grounds.

Policy, Procedure & Oversight Committee: This committee is charged with development of policies and procedures impacting the operation and management of the building and bringing violations to the attention of the Board

Energy & Resources Committee: This committee is charged with overseeing the use of energy & resources and assuring that the Association receives the best possible value.

Security Committee: This committee is charged with developing planning and recommendations for the Board that will increase security for residents and keep our residents safe

Finance & Budget Committee: This committee is charged with developing the Association budget, long term financial planning, developing long term financial goals and projected three, five and ten year budgets.

Building Operations Committee: This committee is charged with monitoring the operations, systems, and major physical assets of the association.

## **B 10.01.0**

### **PURCHASES AND CONTRACTS POLICY**

Approved by the Board of Directors on February 20, 2006

#### CONTRACTS FOR GOODS AND SERVICES

##### **RENEWALS:**

Renewal of contracts for goods and services having a dollar value of \$1000 or less may be handled by the Association Manager with the approval of the treasurer and chairman of the committee under whose jurisdiction the matter falls.

Renewals of contracts for more than \$1000 shall be reviewed by the committee under whose jurisdiction the matter falls. That committee shall evaluate the past performance of the contractor and the proposed price before recommending to the LTOA Board that the proposed contract be approved.

Renewal of contracts for more than \$10,000 shall be subject to a re-bidding process. The committee under whose jurisdiction the matter falls shall approve specifications prior to submission of the request for bids (RFQ) to potential vendors. Contractor proposals shall be judged by the appropriate committee on the basis of meeting the specifications, price, and past

performance. The Committee shall rate the proposals in order of acceptability. The LTOA Treasurer shall recommend the acceptance of one of the committees choices to the LTOA Board for acceptance.

**NEW CONTRACTS:** New contracts having a projected value of less than \$5,000 shall be let following the procedure outlined in paragraph 1.1.1.2. Prior to letting a new contract for goods and services having a projected value of \$5000 or more, the following procedure shall be followed:

Specifications shall be prepared by the appropriate committee.

1.1.1.1 A "Request for Quotation" (RFQ) shall be sent to three or more vendors deemed to be qualified to fulfill the requirements.

1.1.1.2 Proposals received shall be evaluated by the appropriate committee on the basis of meeting the specifications, price, and prior performance and rated in order of acceptability. The LTOA Treasurer shall recommend the acceptance of one of the committee choices to the Board.

1.1.1.3 Should the value of a contract or of the several contracts needed to meet a requirement exceed 10% of the annual budget, the matter must be put to a vote of the membership.

1.1.1.4

#### PAYMENTS

**Overages:** In the event the final invoicing for a purchase or contract on behalf of the Liberty Tower Owners Association exceeds the spending amount authorized upon its initiation, the President, the Vice President in the President's absence, and/or other officers of the Association as designated by the President shall have the authority to authorize additional payment in amounts not to exceed ten (10) percent of the initial authorized amount or \$1,000.00, whichever is less.

All additional payments exceeding ten (10) percent of the initial authorized amount or \$1,000.00 shall be made only upon approval of the Association's Board of Directors *at the recommendation of the treasurer* at a regular or special meeting at which a quorum is present (reference Bylaws Article VII for specific constitution of meetings/quorum).

The manager shall document and itemize all additional costs incurred for purchases and contracts and shall attach a copy thereof to the invoice upon approval for final payment.

**Emergency Authorization:** Should an incident or circumstance occur that places the lives of residents, guests or the general public in imminent peril; or that places the property owned, managed or otherwise controlled by Liberty Tower Owners Association at imminent risk of substantial damage; the President or Vice President of the Board of Directors shall be authorized to make purchases or enter into contracts as necessary to mitigate the immediate peril. In the President's or Vice President's immediate absence, any member of the Association's Board of Directors shall be authorized to make such purchases or enter into such contracts.

**Committees with Budgets.** The chairman of any committee operating with an approved budget may authorize the issuance of checks for payment of goods and services, the annual total of which may not exceed the approved committee budget. Amounts in excess of the budgeted amount must be approved by the full Board.

**B 12.03.1****COMMUNICATIONS POLICY**

Adopted by the Board of Directors on November 21, 2005

This communications policy is established to maintain the integrity of communications from the Association to its members and the general public to ensure consistency with established policies and procedures and to avoid untoward or inaccurate publicity.

This policy addresses the following non-emergency communications originated by Officers and Board Members either directed to Association members at large or in response to inquiries initiated by homeowners or outside communications with radio, television, and newspaper media including but not limited to:

- written notices, written solicitations, written statements, written inquiries, mass emails, bulk faxes, public area postings, blanket telephone solicitations, media inquiry responses either written or oral. All such communications shall be approved by the Board President, the Board Secretary or the Manager. Nothing may be posted in the elevators or lobby area without prior approval.

**B 12.03.2****POLITICAL ACTION POLICY**

Adopted by the Board of Directors on October 17, 2005

0.1 The LTOA is apolitical, favoring no one of the established political parties over any other one. However, at times there may be people in our local, state, or federal governments, members of the several political parties, whose actions pose a threat to the well being of Liberty Tower. At those times, it is the duty of the Board acting through a committee constituted by the board, to defend Liberty Tower with any reasonable means available to them including legal action and political action. This policy discusses political actions that may be taken and their financing. A careful reading of the Declaration, Articles and By-laws reveals that there is no prohibition against defending ourselves politically (as well as legally). These documents also allow the Board wide freedom. When actions on the part of the government or individuals in the government do threaten harm to Liberty Tower, the Board will assess the financial impact of such harm (including an assessment of the possibility that political actions may additionally financially impact us in peripheral ways.) Then, the Board will estimate the probability that the potentially harmful threat will actually come to pass without an active defense. Finally, funds will be solicited from owners. A 3 to 5 member Ad Hoc Committee will be formed of owners who are active members of the several political parties active in Oklahoma. The Board will endeavor to have at least one member of each active Oklahoma political party serving on that committee. This is to ensure that the actions of this committee will be apolitical, not favoring any political party, and only acting against a particular individual whose continuance in office is an important part of the threat to Liberty Tower. The Ad Hoc Committee will approach other entities that may also be affected by the same threat. If they consider it to be in the best interests of Liberty Tower, they will act in concert with those others to the extent they feel reasonable as far as accomplishing the objectives of the political action. The committee will, after receiving permission from the Board, allocate funds in such a way that it will achieve the highest probability of blunting the threat. The effectiveness of actions taken by the committee will be assessed on a continuing basis. Depending on the initial and anticipated results, it may be necessary to solicit additional funds. Liberty Tower shall participate in any effort to form an association of businesses in the area between 12th street and 21st street along Boulder Ave. Finally, support of the local historical district neighborhood association is also a necessary step toward the protection of the entire neighborhood. The LTOA shall appoint and pay annual dues for one resident of Liberty Tower as our representative to that organization.

**B 12.07.0****RESOURCE CONSERVATION POLICY**

Approved by the Board of Directors on August 22, 2005

On January 17, 2000, the LTOA Board of Directors approved the following MISSION STATEMENT to guide it and future Boards in the enactment of policies and procedures, viz.

"The mission of the Liberty Tower Owner's Association, through its Board of Directors & Management staff, is to afford its members and residents a convenient, secure, upscale home atmosphere, similar to that available in condominium and/or co-operative complexes located elsewhere throughout the world; together with all other values associated with home ownership."

On 2-21-00, the LTOA board of directors passed a set of eight policies in support of the mission statement. These policies were to guide the board in their future decisions regarding the operation of Liberty Tower, a checklist as it were.

The eighth and last of these policies stated that:

"Where economically justifiable, every effort shall be made to conserve natural resources such as labor, water, electricity, gas, recyclable trash, etc."

**LABOR CONSERVATION.** The Financial Committee of the Association Board will regularly review the current cost of labor relative to its historic cost. Cost comparisons will be adjusted for the CPI. When such comparisons reveal an unjustifiable increase in the cost of labor, the Board will take steps to correct the situation.

**WATER CONSERVATION.** Inasmuch as our water department bill includes charges for not only water but also, in addition, flood control, sewer, and trash collection charges, it behooves us to exert every effort to minimize water wastage in Liberty Tower. To that end,

The first 30 minutes of in-house labor charges to repair leaking faucets will be free of any charge except for the cost of absolutely necessary repair parts. If the repair requires more than thirty minutes, regular rates will apply for any time after thirty minutes. Should the unit owner desire that other parts be replaced at that time, the cost of these additional parts will also be assessed to the owner.

The first 30 minutes of in-house labor charges to repair leaking running faucets will be free of any charge except for the cost of absolutely necessary repair parts. If the repair requires more than thirty minutes, regular rates will apply for any time after thirty minutes.

**ELECTRICITY CONSERVATION.** An appropriate committee constituted by the LTOA Board shall continually review both the cost and the usage of electrical energy. Upon discovering unusual or unacceptable trends, that committee shall make recommendations to the Board regarding amelioration, to the extent possible, of the situation.

**NATURAL GAS CONSERVATION.** An appropriate committee constituted by the LTOA Board shall continually review both the cost and the usage of natural gas. Upon discovering unusual or unacceptable trends, that committee shall make recommendations the Board regarding amelioration, to the extent possible, of the situation.

**CONSERVATION OF RECYCLEABLES.** An appropriate committee constituted by the LTOA Board shall encourage voluntary conservation of resources such as aluminum cans, plastic, glass, and newspapers. To that end, convenient collection points will be established within the building.

Volunteers will be actively sought to take the recyclables so collected to recycling centers.

**OTHER CONSERVATION MEASURES.** Should other viable conservation measures be discovered, this policy will be amended to include them.

**B 12.11.0****SALARIES, BENEFITS AND BONUSES**

Approved by the Board of Directors on February 20, 2006

Careful reading of the paragraphs cited below and careful consideration of their implications can leave no doubt that the control of salaries, benefits and "bonuses" is solely a function of the Association Board of Directors. Therefore, the following statement of policy shall govern all financial transactions with Association employees:

All salary negotiations with new or present employees including the payment of signing bonuses, moving expenses, other job benefits, or bonuses for perceived outstanding performance shall be presented to the board for approval prior to their enactment. Since such transactions must occasionally be conducted in a timely fashion, approval may alternatively be given by a majority of the Executive Committee acting on an "emergency" basis.

A review of the Declaration, Articles and By-Laws yields the following tabulation of Articles or Paragraphs that are pertinent to employee salaries and / or bonuses: In the Declaration: 7.3 Association Controlled by the Board. 8.1 Annual Budget. In the Articles: Article Eight. The affairs of the Association shall be administered by the following officers..... Article Nine. The Affairs of the Corporation shall be managed by the Board of Directors..... In the By-Laws: 4.2 Management rights of members. Article VII. BOARD OF DIRECTORS 7.11 Executive Committee. 9.5 President. Article XII. Powers and Duties of the Association. Compensation policy, 1-20-06

### **B 14.00.0                      EVACUATION POLICY**

Approved by the Board of Directors on May 15, 2006

It is the Policy of Liberty Tower Owner's Association to strive for a safe environment for all Residents, employees and visitors. In pursuit of this objective the following Evacuation Policy has been developed. Liberty Tower is constructed of steel reinforced concrete supported by massive pillars that extend down to the bedrock. Each floor is poured concrete with thick vertical walls that not only deaden sound but also provide strong fire resistance. In the forty years that have passed since the building was constructed, there have been two fires, which caused smoke and water damage, but no injuries.

The Evacuation Policy deals with building challenges, which include: fire, tornado and terrorist threats. Liberty Tower Owner's Association will work with municipal authorities to improve response.

The Policy mandates the following steps:

1. Creation of an integrated Fire and Emergency Command and Control Center at the North end of the lobby. This Center will have access to the LT fire alarm system. In addition detailed floor plans of all units will be kept in the office for use in the Command Center. These floor plans will detail the location of all smoke detectors in units, fire extinguishers, electrical junction boxes and floor standpipes. In addition current lists of all residents requiring assistance in evacuation and resident children will be maintained.
2. Each floor will have an active Floor Captain who will hold meetings with floor residents to review fire prevention procedures, emergency procedures and evacuation procedures. The Board should request the assistance of the Fire Department to review evacuation procedures with Floor Captains. Each floor should have an alternate Floor Captain
3. Floors will be encouraged to hold an evacuation drill to improve resident response.
4. Each unit shall maintain and regularly test at least one smoke detector and one fire extinguisher.
5. The Board of Directors shall improve the evacuation route and place guides in the stairwells. The staff of the building is mandated to maintain a rigorous, operational inspection schedule for emergency lighting, hall fire extinguishers.
6. The Board shall strive to continually improve the effectiveness of the fire alarm system. Residents are encouraged to have such items as smoke evacuation masks, wheelchairs, and first aid kits at their disposal.

7. Procedures shall be developed which detail steps to be taken in different types of emergencies. All employees will be thoroughly training in emergency procedures and the manager will conduct regular reviews.
8. Liberty Tower will develop an Evacuation Checklist in cooperation with the Fire Department in order to identify areas where safety can be improved.
9. Liberty Tower will work with DTRL and other downtown high rises to exchange information with the goal of improving safety for all high-rise residents.
10. The Board of Directors will review safety procedures on a monthly basis.