



# Liberty Tower Owner's Association

## **Residential Guide**

**1502 South Boulder • Tulsa, OK 74119**

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# Welcome to Liberty Tower!



Please let us take the opportunity to welcome you to Liberty Tower.

Our building is a residence condominium, composed of homeowners, lease tenants, and commercial businesses.

The building is owned in part by each individual owner and directed by the Liberty Tower Owner's Association. This information has been compiled to acquaint you with the policies and procedures outlining the responsibilities and privileges of your tenancy.

It is our goal to provide you with a high level of care and responsiveness when addressing your questions, concerns, and requests. If you have any questions, please contact the LTOA management office, located in the Lobby, or call our office at (918) 583-3730.

## I. Leasing/Ownership Responsibility

Living in a high-rise condominium is the ultimate urban experience. Along with the "best view" in Tulsa, Liberty Tower is recognized as an Oklahoma architectural landmark. Since 1966, Liberty Tower has offered a unique lifestyle for its residents. Some people move to Liberty Tower because they want to be free of traditional homeowner maintenance problems. Others like the feeling of security that is offered. Most will agree that the convenience of high-rise living is our greatest asset. Ultimately, Liberty Tower is like a small city. We live close to each other and share common building elements.

### 1.1 **Tenant Leasing**

A tenant lease is the contract between a condominium owner and a tenant. **The tenant lease must be signed by the prospective tenant and condominium owner, with a copy placed in the LTOA management office. A background check and credit check should be included in the Condominium Unit File for each lease tenant/occupant. The tenant lease must be on file before access cards are provided to the tenant.** The tenant must also complete the Liberty Tower Identification card used for security purposes. Tenants are responsible for understanding and following the rules and regulations of Liberty Tower.

### 1.2 **Condominium Ownership**

Each Condominium owner has purchased space in the form of a "unit." Since Liberty Tower was built, some owners have purchased multiple units to make larger residential spaces. Some owners lease space to tenants. Every floor of Liberty Tower is occupied by condominium owners and units leased to tenants. The rules and regulations of

Liberty Tower apply to all residents.

### **1.3 Moving into Liberty Tower**

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.

### **1.4 Security and Identification of Residents**

Residents of Liberty Tower are issued an Access card and Parking Permit visor tags. These are used every time you enter Liberty Tower through the garage, lobby, or basement. Replacement Access cards are \$20.00 per card. Replacement Parking Permit visor tags are \$10.00.

## **II. Common Element Guidelines**

The "common elements" of a condominium building are the parts of the building that are owned by all of the condominium owners jointly. They are the "common" spaces that all residents use. The following rules and regulations cover the common elements and rules governing condominium units and their surrounding common elements:

### **2.1 Common Element Rules**

2.1.1 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

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

2.1.3 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., may be posted on the boards in front of the elevators in the parking garage.

2.1.4 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.

2.1.5 **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.

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

2.1.7 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.

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

2.1.9 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.

2.1.10 No Owner and/or Resident shall effect 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.

2.1.11 **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.**

2.1.12 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.

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

2.1.14 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 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.

2.1.15 **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.**

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

2.1.17 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. Each owner is responsible for the cost of maintenance and repair to the plumbing and lighting inside their respective units and maintenance of plumbing within the walls is the responsibility of the Association. 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.

2.1.18 **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.**

2.1.19 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.

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

## **2.2 No Smoking Policy**

2.2.1 Individual Tenant leases made between a condominium owner and an individual lease holder may prohibit smoking in an individual unit under the restrictions of the lease. **Smoking in all inside Common Element areas is prohibited.** Inside Common Elements includes but are not limited to: Lobby, all hallways, all stairways, all elevators, 7th floor clubrooms, maintenance shop, basement, All LTOA offices, or canteen.

2.2.2 Smoking is permitted in the following outside Common Elements only. Smoking Areas include: 7th Floor Pool Deck (Use proper receptacles for debris) Parking

Garage (Use proper receptacles for debris) and the North Parking Lot.

## **2.3 Use of the Passenger/Freight Elevator**

Elevators are the passage to our homes. They should be clean and presentable at all times. 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.

2.3.1 Appearance counts! All elevators are to be kept presentable at all times. If you see a problem, please inform the front desk personnel.

2.3.3 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.

2.3.4 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.

2.3.5 **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-serve basis and should be made well in advance.

2.3.6 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 2.3.5.

## **2.4 Pet Policy/Registry**

Individual Tenant leases made between a condominium owner and an individual lease holder may prohibit pets under the restrictions of the lease. Liberty Tower Owner's Association does allow pets as long as they follow these guidelines:

2.4.1 **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.**

2.4.2 **All pets shall be carried while in the hallways, foyers and on elevators.**

2.4.3 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.

2.4.4 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.

2.4.5 **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 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 accordance with city health department regulations. No balcony or interior area shall be used for pet relief. 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.

## 2.5 Use of the Club Room

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 LTOA board meetings, committee meetings, LTOA social functions or scheduled private functions. The clubroom will not be available for private functions on the Fourth of July.

**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.

2.5.1 **Reservations will be on a first-come, first-serve basis and must be made in writing. LTOA 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.

2.5.2 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 LTOA. The Club Room User Agreement requires that the User be familiar with the Rules and Regulations, and the User agrees, that said User is 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.

2.5.3 **The User is responsible for ensuring that all guests adhere to the rules and regulations of LTOA.** 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.

2.5.4 **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.

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

2.5.6 **Clubroom use must not disturb residential occupants.** All music must be at a sound level that will not disturb residents. All activities must be concluded by 12:00 midnight.

## 2.6 Use of the Terrace Pool

The Terrace Pool is a part of the common elements located on the seventh floor.

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

2.6.2 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.**

2.6.3 Personal music devices are prohibited unless used with headphones. Each unit may have two (2) guests at the pool on Saturdays, Sundays and holidays.

2.6.4 **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 pool deck. No running or rough play in and around the pool.

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

2.6.6 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.

2.6.7 **No personal items, flotation devices, goggles, clothes etc. should 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.

## 2.7 Use of the Trash Chute

2.7.1 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.**

2.7.2 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.

2.7.3 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.

## 2.8 Resource Conservation Policy

Liberty Tower encourages its residents to conserve water, electricity, and recycle. Recycling stations are located throughout the downtown area.

## III. Guests Access

Guest Access applies to the procedure any visitor to Liberty Tower follows to gain access to the building. Your responsibility is to insure that the process goes smoothly for both the front desk personnel and your guest.

### 3.1 Residential Guests

Residential guests entering Liberty Tower are classified into two categories, Tower Guests and Permanent Tower Guests.

3.1.1 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 front desk personnel, will be asked for a photo ID.** Only the name of the guest shall be recorded and no other information shall be retained. 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.

3.1.2 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. Such guests entering the Lobby will not be announced. Cost for the Tower Access Card is \$20.00 per card.

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

### **3.2 Commercial Visitors**

Commercial Visitors- 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.

### **3.3 Vendor/Maintenance Visitors**

Vendor/Maintenance - Individuals visiting Liberty Tower with the intent of providing service.

3.3.1 All Vendors will be announced and approved, unless on a party list as provided below. Anyone without a security access card will wait in the foyer or outside the basement gate until announced and approved.

3.3.2 All Vendors must sign in and out at the front desk [unless on a party list] and, if not recognized by desk personnel, show identification, having already been announced and approved prior to entry to the lobby or basement. A record of this identification will not be made.

3.3.3 All vendors will be reminded where they must park. All guests will be informed that the North lot parking is for two hours only, unless an extended parking permit is issued, which will not be encouraged.

3.3.4 **All Vendors, whether construction or repair type or delivery persons, shall be given a temporary clip-on tag/card with large legible letters stating "vendor."**

## **IV. Vehicle Control**

Parking in the Liberty Tower garage is governed by the policies of the Liberty Tower Owner's Association. Parking inside is a privilege, not a right. Please follow these guidelines to insure the safety of all residents.

### **4.1 Quick Read Garage Regulations**

Entry into the parking garage is managed by the access card system. Every car parked in the Liberty Tower garage will display a hanging tag displaying the assigned parking space. Tags should be displayed on the rear window visor. Replacement tags will cost \$10.00 If a guest's car is temporarily parked in the garage, a temporary parking permit

obtainable at the Lobby front desk, is available. Cars not following the parking regulations are subject to towing. We may tow for the following violations: Backing into a parking spot, unauthorized parking in a spot assigned to another, parking in front of the elevators, blocking another's parking space, or if your vehicle is leaking coolant or oil. You pay your towing bill directly to the towing company.

#### **Key Rules**

- **TURN YOUR LIGHTS ON WHEN DRIVING IN THE GARAGE.**
- **DON'T EXCEED 5 MPH—ESPECIALLY AT CORNERS.**
- **BE SURE THAT YOUR VEHICLE CLEARS ALL CEILING PROTRUSIONS.**
- **WATCH-IT AT THE 3<sup>RD</sup> FLOOR NORTH EAST CORNER.**
- **CARS BACKING OUT OR DESCENDING HAVE RIGHT-OF-WAY.**
- **DISPLAY YOUR PARKING PERMIT AS REQUIRED.**
- **PARK BETWEEN LINES; WHEELS TOUCHING CONCRETE BARRIER IF CLEARANCE ALLOWS.**
- **NEVER BACK INTO A PARKING SPOT.**
- **DO NOT PARK IN FRONT OF ELEVATORS.**
- **DO NOT PARK IN SOMEONE ELSE'S SPOT UNLESS AUTHORIZED.**
- **ALL VEHICLES PARKED IN GARAGE MUST BE IN OPERATING CONDITION.**
- **PARKING SPACES MAY CONTAIN ONLY VEHICLES, BICYCLES, SHOPPING CARTS, OR BABY CARRIAGES.**

## **4.2 Parking Garage Regulations**

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.

4.2.1 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".

4.2.2 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.

4.2.3 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.

4.2.4 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.

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

4.2.6 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.

4.2.7 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.

4.2.8 Vehicles rounding the corner north of the 3<sup>rd</sup> 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.

4.2.9 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.

4.2.10 Owners are 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.

4.2.11 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.

4.2.5 No parking, loading, or unloading of vehicles at the elevator entrance is permitted.

4.2.6 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.

4.2.7 Residents driving in the garage are requested to keep stereo and tape sound volumes down so as not to disturb other residents.

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

4.2.8 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.

4.2.9 The manager, or if the manager is unavailable, a Board Member shall approve the towing of a vehicle.

The LTOA 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.

4.2.10 If possible, the owner of the offending vehicle will be notified that it has been towed. The LTOA is not responsible for any damage to any offending vehicle caused by the enforcement of these rules and procedures.

## **V. TV Satellite System**

One of the benefits of living at Liberty Tower is the free TV Satellite system. A channel guide is available at the front desk. Maintenance on the system is performed in-house when possible. Please contact the front desk if you are having a problem. A work order will be written to try to solve your problem. You have the alternative of using other service providers at your own cost.

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.

5.1 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.

5.2 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.

5.3 If the problem is determined to be caused by DirectTV or an external system component maintained by LTOA, there will be no charge to the resident.

## **VI. Mail/Special Deliveries**

Your mail is delivered to either the lobby mail box area or the LTOA office. Each area is secured. When you are out of town and/or unable to pick up your mail, you should inform the front desk personnel so that they may “hold” your mail. All held mail will be kept in the LTOA office.

### **6.1 Accumulated Mail Policy**

Residents may authorize the front desk or another person to accept packages and accumulated mail. An Authorization Request is available at the front desk to secure this service.

### **6.2 Special Delivery Guidelines**

Please alert the front desk/security personnel if you are receiving a special delivery item that is either too large for your box, or cumbersome for employees to manage. Any item that is too large for one person to manage should be delivered to your unit. Special arrangements can be made. All accumulated mail and over-sized packages are kept in the mail room, located in the LTOA office. A note will be left on your mailbox informing you of receipt. You must sign for all packages and special mail.

## **VII. Maintenance**

When maintenance needs arise, Liberty Tower has in-house general maintenance for your convenience. Maintenance may be performed by either a LTOA maintenance person or an outside vendor. Maintenance to any common element must be completed by a LTOA directed work order. If your actions result in damage to your unit or other units, you are liable for damages. There are specified hours for all maintenance work in the building.

### **7.1 Maintenance/Work Order Procedure**

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 requests. Nevertheless, such services will be immediately available during normal working hours in the case of an emergency. Other limitations on in-unit maintenance service are as follows:

7.1.01 Generally, work orders for fixing leaking faucets or toilets will enjoy priority over 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.

7.1.02 To the extent possible, work orders will be executed on a first-come-first-served basis. If needed, the Association manager will establish priorities.

7.1.03 The service is equally available to owner-residents and to owner-investors.

7.1.04 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 e. and f. below.

7.1.05 Unless an emergency is involved or other arrangements have been made, tenants shall inform owners of maintenance problems. The owner shall then make the work order request.

7.1.06 The hourly charge for on-site maintenance shall reflect all costs associated with its execution including all salary and overhead charges against the labor cost and all materials. Materials not furnished by the requestor may be subject to an additional service charge.

7.1.07 A minimum labor charge of ½ hour shall be made on all executed work orders. The only exception shall be Common Area work orders and the first thirty minutes of labor charges directed for repairing dripping faucets.

7.1.09 Maintenance is just that—the repair of things already in existence. The Liberty Tower maintenance staff may not generally perform tasks involving significant new electrical wiring or new plumbing. Such tasks must be accomplished by licensed outside contractors.

Building housekeeping and maintenance are the concern of all residents. Liberty Tower has some three hundred residents but only a few full time employees. As a result, residents (both owners and tenants) are more likely to discover needed common area maintenance than are Association employees, and are encouraged to request work orders for the common areas subject to review and approval by the manager and/or the board. Except for the charges noted in paragraphs e. and f. above, execution of common area work orders will generally be subject to the same limitations imposed on all other work orders.

## **7.2 Damage to Unit Procedure**

7.2.1 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.

7.2.2 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.

7.2.3 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.

## **7.3 Contractor's Rules and Regulations**

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

7.3.1 All contractors must sign in and out at the lobby front desk. They will receive a Vendor's tag to wear while they are in the building. At the conclusion of their assignment, they must return the tag and sign out.

7.3.2 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.

7.3.3 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.

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

7.3.5 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.

7.3.6 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.

7.3.7 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.

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

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

7.3.10 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.

7.3.11 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.

## **7.4 Air Conditioning/Heating Systems**

Air conditioning and heating systems original to the building are maintained by Liberty Tower. Follow the work order procedure to have problems with your unit addressed. Filters will be changed twice a year, before Summer and after Fall. Many residents may wish, at their expense, replace filters every two months. A complete air conditioning service will be performed in the Spring.

## **VIII. Emergency Situations**

Liberty Tower is equipped with a fire alarm and control system. Our building is constructed of reinforced concrete flooring and supports. Fire Alarms smoke detectors are located on each floor. Fire extinguishers are located on each floor. Smoke detectors are required in every Unit and the Common Element. Emergency lighting is located in every hallway and stairwell. The Fire Alarm/Escape Plan, Emergency Evacuation Plan and Inclement Weather Plan are designed to provide the highest level of safety for all Liberty Tower residents.

### **8.1 Fire Alarm/Escape Plan**

The following fire procedures are written for the protection of residents of Liberty Tower.

8.1.1 **FIRE IN YOUR UNIT:** Rescue anyone in immediate danger without endangering yourself. Leave your unit, closing the door behind you, as you leave. Do not

use the elevator. Move down three floors below the level of the fire and re-enter the hallway. Get someone's attention and call 911 and the Liberty Tower office at 583-3730.

8.1.2 **SMOKE**: Smoke does not always mean there is a fire in the immediate area as smoke can travel to various parts of the building. Smoke will start accumulating at the ceiling and work its way down. For this reason, you may not be able to see the exit signs. Memorize where these exits are before an emergency occurs. In the event of evacuation, stay low to the floor. The air is better there; take short breaths until you reach the stairway. Move quickly down and out of the building. Remember, smoke and toxic fumes are generally what cause fatalities, not the flames.

8.1.3 **FIRE IN THE CORRIDOR OF THE BUILDING**: It is recommended that you stay in your unit. Keep your door closed. If you decide to leave your unit, first feel the door for heat. If it is hot to the touch, do not open the door. Call 911. Give your address and describe the situation. Then call the Liberty Tower office at 583-3730 to report the emergency. If the door is normal temperature, open it slowly, then enter the nearest stairway. Do not use the elevators! Go down to the lobby level checking the door for heat before exiting the stairwell. Again, if the door is hot, stay in the stairwell and wait for further notice. If the door is normal temperature, go to the lobby desk.

8.1.4 **PERSONS WITH DISABILITIES**: A list of persons with disabilities and their location will be kept at the fire control station in the lobby and in the LTOA office. Please provide the front desk with this information if applicable.

## **8.2 Emergency Evacuation**

An emergency evacuation is defined as any time individuals residing in Liberty Tower leave the building for emergency reasons. Residents are expected to be familiar with the Liberty Tower Emergency Action Plan.

## **8.3 Inclement Weather**

A TORNADO WATCH means that there is a possibility of one or more tornadoes developing in the area. Stay tuned to your radio or television for advisory information. A TORNADO WARNING means a tornado has been sighted or detected by radar and may be approaching. Listen for a steady tone on the Civil Defense sirens and take shelter immediately. Interior hallways on the lowest floors are the safest locations. Should you be unable to get to a well sheltered area, stay away from windows, doors, and outside walls.