

# **SPRINGFIELD AT WHITNEY OAKS HOMEOWNERS ASSOCIATION**

## **RULES AND REGULATIONS**

**Revised August 7, 2014**

### **INTRODUCTION**

The authority for the Springfield Board of Directors (“the Board”) to establish and enforce rules and regulations is provided by the Declaration of Covenants, Conditions and Restrictions (CC&Rs) under Article-5, Section-5.5. A copy of the CC&Rs is given to each Owner at the time of purchase of their lot. Amendments to the CC&Rs shall be provided to the Owners after approval by the Board and the members, as may be required by applicable law.

The Board has created a Community Standards Committee. The duty of this committee is to advise the Board of alleged violations of the Rules, the Bylaws or the CC&Rs.

The Manager of the Springfield at Whitney Oaks Homeowners Association (“the Association” or “Springfield”) has been instructed by the Board to require all persons on Association controlled properties to be in compliance with the provisions of the CC&Rs, Bylaws and Rules. In the event a person violates the CC&Rs, Bylaws or Rules, the Manager has further been instructed to take any of the following actions, as deemed appropriate under the circumstances:

- a) Obtain the names and addresses of alleged violators and report that information to the Board.
- b) Send correspondence to the Owner of the alleged violation(s) explaining the violation(s), the action required to correct the violation(s), and the deadline by which the corrective action must be completed.
- c) Schedule Board hearings as necessary to ensure compliance of the alleged violation(s).
- d) Initiate steps to restrict violators from the Association facilities and common area, if necessary.
- e) Call upon a law enforcement agency for assistance, if necessary.

The Board issues the Rules. These rules are supplemental to the conditions of ownership contained in the CC&Rs. If there is any conflict, the provisions of the CC&Rs prevail.

The Rules are intended to guide the conduct and activities of all Residents of the Association and their guests, so that everyone living in and using the facilities and common areas will enjoy them without annoyance or interference from others. The Board requests observance and adherence of the Rules.

Residents and/or guests shall not engage in any abusive or harassing behavior, either physical or verbal, or any form of intimidation or aggression directed at other residents, guests, occupants, management, its agents, employees, or vendors.

### **REGISTRATION**

All Members and Residents shall be required to register with the Association Manager.

- a) Association Members are those individuals owning a lot within the Springfield Community.

**b) Residents are defined as Owners and members of their family living in the Springfield Community, or lessees and members of their family living in the Springfield Community.**

**c) Owners leasing their home retain their voting right in the Association, but assign the right of use of all Association property to the lessee of their home. The lessee assumes the privileges and restrictions of membership, as hereinafter stated, but does not have voting rights. The Owner of the property maintains responsibility for the lessee's conduct and adherence to all governing documents.**

**d) The lease or rental agreement must be in writing, must be for a term of not less than thirty (30) days, and must be subject to the CC&Rs, Bylaws and Rules. The Owner is responsible to provide a copy of the CC&Rs, Bylaws and Rules for both the Springfield Association and the Whitney Oaks Association to their tenants at their sole cost. The Owner is required to notify the Springfield Association of the names and telephone numbers of their tenants, as well as provide a copy of the rental agreement.**

**e) Springfield Residents, members of their families and guests shall comply with all of the restrictions set forth in the Whitney Oaks-CC&Rs, Bylaws and Rules.**

**f) Upon the sale of their home, owners are required to provide, at the owner's cost, all Association documents pertaining to their property to the new Owners. They must also disclose all appropriate information concerning their home and the Association. Submittal of these documents shall be provided by the Association Management or the Realtor, at the seller's expense, unless otherwise noted in the terms of sale.**

#### **GUESTS**

**Guests must be accompanied by a Resident of the Association when using the Association facilities, or have in their possession a valid temporary guest pass obtained by the Resident from the Association Manager. Guests under the age of 18 must be accompanied by a Resident at all times when using the Association recreation and pool facilities.**

#### **DAMAGE TO ASSOCIATION PROPERTY AND FRONT YARD MAINTENANCE AREA**

**Owners are responsible for payment of the cost of repairs for all damage to Association property or "Front Yard Maintenance Area" caused by Owners, Residents, family members, or guests.**

**NEIGHBORLY CONDUCT (Please refer to Springfield CC&Rs, Section 4.5)**

#### **EXTERIOR APPEARANCE/SIGNAGE**

**No sign, flag or other advertising of any character kind shall be erected, placed on car tops, maintained or displayed upon any portion of the Springfield Community, including vendor advertising (landscape, pool, etc.) except for the following:**

**a) Signs, advertising or other devices, or miscellaneous paraphernalia shall not be exposed or attached in any fashion to fences, exterior walls, or any other areas of buildings or grounds, unless written approval has been obtained from the Board.**

**b) One sign of reasonable dimensions advertising the home for sale or rent may be displayed in the window of a home, yard area, or other areas designated by the Association. A single, professional "FOR SALE/RENT" sign may be displayed. Only approved signage specifications may be utilized.**

**c) NO OTHER COMMERCIAL SIGNS SHALL BE PERMITTED.**

**ENTRANCE GATES (Please refer to the Whitney Oaks Owner's Manual)**

The Whitney Oaks Association is responsible for the entry gates and entry landscaping. Please contact Whitney Oaks Association management to report any problems

**ESTATE SALES**

Estate Sales require prior approval of the Springfield Association Manager. Following approval to conduct an Estate Sale the person responsible for the sale shall contact the Whitney Oaks Association Manager to obtain a gate code for the gates closest to the Estate Sale location for the duration of the sale.

The sale shall be limited to a maximum of three (3) consecutive days. The sale shall be conducted inside the confines of the home. No items shall be displayed in the driveway. The garage door shall be closed except for loading.

Up to three (3) advertising signs shall be allowed. There are three (3) allowable sites to place an Estate Sale sign. One may be placed on the lawn in front of the home. The other two may be placed in the landscape area of the two nearest entry gates. Signs shall not be placed on the gates themselves, shall not be handwritten, and shall be printed and worded in a professional manner. The maximum size is 2 by 3 feet. Advertising and all other costs associated with the Estate Sale shall be the responsibility of the person responsible for the Estate Sale. The Association is not responsible for costs incurred to conduct an Estate Sale or for personal or property losses that may occur.

**PARKING (Please refer to the Whitney Oaks CC&Rs and Owner's Manual and Springfield CC&Rs, Section 4.20)**

a) Every Resident within the Springfield Community shall use the garage or driveway servicing the residence for parking any and all vehicles owned or driven by the Resident or other person residing on the lot. Residents are not permitted to park on the street between the hours of 12:00 A.M. and 6:00 A.M.

b) Guests may park on the private streets for up to 72 hours within a seven day period. If additional time is needed, the resident shall register the make, year, and license plate number of the passenger vehicle with the Association Manager at The Gables.

c) No motor home, camper, trailer, boat or recreational vehicle shall be kept or permitted to park within the Development with the exception of maintenance vehicles and moving vans. Maintenance vehicles, moving vans, motor homes, and recreational vehicles may be parked in the Development for a period of time not to exceed 48 hours for the purpose of loading and unloading. Trucks making deliveries shall be permitted in the Development for that period of time necessary to complete the required delivery. No dilapidated, unsightly, inoperable, or abandoned vehicle shall be parked, kept or permitted to remain upon any area within the Development. No excessively loud vehicles and no vehicles (including without limitation, scooters, motorcycles or other motorized devices) emitting foul smelling or offensive exhaust fumes shall be operated within the Development. The Board shall have the discretion to determine whether a vehicle is in violation of this section.

d) No maintenance or repairs of any kind may be made to vehicles within the Development except such emergency repairs limited to no more than twenty-four (24) hours. No vehicle may be left unattended outside of a garage while on a jack or similar equipment. Fluids necessary for vehicle

operation must be changed within the Resident's garage. Any spillage must be immediately cleaned up by the responsible party.

**ANTENNAS** (Please refer to the Architectural Design Rules.)

**ANIMALS** (Please refer to the Springfield CC&Rs, Section 4.23)

**SPEED LIMIT**

The maximum speed limit within the Springfield Community is 20 miles per hour or as posted.

**BUSINESS ACTIVITY:** (Please refer to the Springfield CC&Rs, Section 4.4)

**TRASH**

All garbage, rubbish and trash shall be kept entirely within appropriate covered disposal containers, screened entirely from view, except that containers may be placed for collection no earlier than 12:00 P.M. the day prior to collection. All containers shall be removed from the street no later than 8:00 A.M. on the day after collection day. Homes with wrought iron fences in the front of their homes shall keep the containers closed and no rubbish and/or trash shall be exposed.

**SPORTS FIXTURES** (Please refer to the Springfield CC&Rs, Section 4.9)

**LANDSCAPING**

Each Resident in the Springfield Community shall maintain all landscaping located within their lot with the exception of the "Front Yard Maintenance Area." (The "Front Yard Maintenance Area" is installed and maintained by the Association.) Every Resident will maintain permanent rear yard landscaping.

The following refers to the "Front Yard Maintenance Area" This area is from the side yard return fencing, out to the street, excluding the driveway, sidewalk(s) and entry to the house.

a) The Association's landscape contractor shall do the installation or removal of any plant material in the "Front Yard Maintenance Area."

b)The one exception to a) is the installation and maintenance of annual flowers in pots. Residents must ensure that potted plants are maintained in a healthy condition with no dead growth. The Board, the Manager, and the landscape contractor may use their sole discretion to determine the health and appearance of the potted plants. If it is determined that the potted plants should be removed because they are unsightly (unhealthy or improperly maintained), they may do so without notice to the owner, but must contact the Association Manager and/or receive Board approval.

c) The entry area of a home may be decorated, without approval, with artwork composed of *wrought iron, brick, stone, clay or concrete*. *Ornaments such as statues, sculpture, birdbaths, fountains, planted pots, furniture, wind chimes and wall decorations* may be used as decorative accents or focal points within the overall entry area. Such items shall not be located in the area maintained by the gardeners or on fences facing the street. Examples of unacceptable materials are brightly colored plastic or fiberglass, brightly painted figurines or plaques, highly reflective or unpainted metal and wood structures. Compliance of this rule will be observed from the street. Any damage to decorative items by the gardeners will be the Resident's responsibility.

d) No Resident may plant or install items in the "Front Yard Maintenance Area."

e) The front yard irrigation timers are to be adjusted by authorized personnel only. The system cannot be used to regulate the backyard irrigation system.

The following refers to the Rear Yard Landscaping:

a) Landscaping shall be maintained in a neat and orderly condition.

b) Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced.

c) All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed.

d) Irrigation systems shall be fully maintained in good working condition to ensure continued regular watering of landscape areas, and health and vitality of landscape materials.

e) In the event that the Owner responsible for the landscape maintenance fails to do so properly, the Association may cause the appropriate work to be done and shall be entitled to reimbursement for the costs thereof. (At least fifteen (15) days prior to the date any work is to be done by or under the direction of the Association, the Owner of the subject lot shall first be given written notice and an opportunity to be heard before the Board.)

**WINDOW COVERINGS** (Please refer to the Architectural Design Rules)

**NON-DEVELOPMENT AREAS ABUTTING NATURAL OPEN SPACE**

Lots or Parcels that abut Natural Open Space may contain a non-development area extending into the Lot or Parcel from its boundary with the Natural Open Space. Within the Springfield development, this non-development area consists of the area extending from the location of the wrought iron fence (installed by the builder) to the rear of the property line.

Such non-development areas serve primarily to buffer Natural Open Space from development and provide a fire break between wooded areas and structures. Where such non-development area exists, it may be owned by the Owner of the lot or parcel in question, but it shall be subject to restrictions prohibiting structural improvements (including fences) and other uses or activities that would interfere with the visual or practical advantage of the designated buffer areas.

**BURNING AND FIRES ON LOTS**

No open fires are permitted upon any lot except fires contained within barbecues and fire pits designed for such purpose.

**ARCHITECTURAL REVIEW**

The Springfield Board of Directors has established Architectural Design Rules and an Architectural Review process.