



*Warner Woodlands*

**WARNER WOODLANDS TOWNHOMES ASSOCIATION, INC.**

# **RULES & REGULATIONS**

(Current as of 2018)

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I. DEFINITIONS OF TERMS USED IN RULES AND REGULATIONS

OWNER - is owner of record

TENANT - is any resident of a unit, but not a member of the owner's household.

RESIDENT - is anyone living in a unit, whether owner or tenant. A guest becomes a resident by remaining over 30 days

GOOD STANDING - means all of a unit's monthly and special assessments, including late fees and fines, are paid up to date, and the owner is in compliance with all governing documents of the Association.

GUEST - is an invited visitor who has not been a resident within the prior 90 days.

VISITOR - is a non-resident having proper business on the property.

TRESPASSER - is a person on the property not having proper business with the Association, residents or guests.

PROPERTY - is all of Warner Woodlands.

GARAGE - is interior of structure designed for two vehicles.

DRIVEWAY - is paved surface for unit and garage access.

FIRE LANE - is any driveway. These areas must be kept open for emergency vehicles.

GUEST PARKING - is marked and posted as such.

UNIT - is inside any unit as defined in CC&R's.

PATIO - is common area adjacent to sliding glass door(s) of unit reserved for the exclusive use of that unit as governed by the CC&R's.

COMMON AREA - is any part of the property not inside a unit. It may be divided into driveways, guest parking, walkways, recreational facilities, landscaping, and exclusive- use areas (patios and balconies).

II RESPONSIBILITIES OF OWNERS, TENANTS, RESIDENTS, GUESTS AND VISITORS

OWNERS - Responsibilities shall be in compliance with all governing documents (CC&RS, By-Laws, Rules &-Regulations) and:

1. Must provide their current address and telephone number to the Board.
2. Must notify the Board when there is a change of residents, within 15 days and provide the Board with all residents' names and telephone numbers.
3. Are responsible for conduct of their tenants, guests and visitors.
4. Must notify Board of change of ownership before closing escrow.
5. Must provide tenants with a copy of these *Rules and Regulations*.
6. Are responsible for payment of all fines against unit.

#### TENANTS & RESIDENTS

1. Must abide by all governing documents.
2. Are responsible for conduct of all pets, guests and visitors.
3. Must notify owner if any guest becomes a resident.
4. Are prohibited from using Guest Parking.

#### VISITORS & GUESTS

1. Must abide by all applicable *Rules and Regulations* or they may be prohibited from visiting the property.
2. Must abide by parking regulations.
3. Must conduct themselves in a lawful and courteous manner consistent with governing documents and *Rules and Regulations*.

### III. GENERAL RULES

These rules apply to the entire property. As a supplement to the CC&R's, these Rules and Regulations generally do not repeat use restrictions from Article VII thereof, nor of the law. Instead they describe or illustrate the activities within the property that "might detract from the appearance of the residential community or offend or cause inconvenience or damages to persons residing or visiting therein."

1. "For Sale, Rent, or Lease" signs to be placed at driveway entrances only. Signs must be 13" x 7", brown background with white or cream letters, or the reverse, a white or cream background with brown letters. The unit number must be on the sign.
2. No Association member or resident may threaten or harass another member or resident. No Association member or resident may threaten or harass a Board member or members in an attempt to coerce the Board member(s) into complying with the owner's or resident's demands, or to retaliate against a Board member for actions and decisions of a Board member fulfilling his or her Board duties.
3. Entrance onto roofs is prohibited except as authorized by Board or management.
4. No unsightly items on patios or balconies including, but not limited to towels or laundry.
5. Television and audio devices should be tuned for single unit listening only. Loud noises, yelling, loud devices, etc., that disturb residents, either from units or the common areas, are prohibited.
6. Garage sales are prohibited.
7. Cooking devices permitted outside of unit on patios only (no cooking on balconies).
8. Persons using tobacco products in common areas must dispose of all cigarette butts

and other debris properly. Smoking is prohibited in the office and recreational areas.

9. No playing with skateboards, bicycles, rollerblades/skates, scooters or toys permitted in common areas.
10. No dumping of caustic fluids, oil, paint, etc., in the driveways, drains or common areas.
11. Owners' items, including security company signs, satellite dishes, hoses, water bottles, etc., may not be placed or stored on common areas except their exclusive-use portions.
12. Posting of notices at mailboxes or other locations on the property is prohibited without prior authorization by the manager or Board.

#### IV. ARCHITECTURAL AND LANDSCAPING RULES

1. Exterior alterations, (including but not limited to submitted changes), additions, and decorations are prohibited without prior written approval of the Board of Directors.
2. Tasteful holiday or party decorations may be displayed in exclusive use areas, provided they are removed promptly the day after the holiday or party. Christmas and Chanukah decorations, including string lights, should be removed by January 2nd.
3. Common area landscape is the property of the Association. Residents may not add, damage, or remove plants or items from the landscape. If a resident wishes to make some change to the common area landscape, they should make a request in writing, specifying the change he or she wishes to make. The Board will respond in writing to the request. Residents may landscape their own patio areas.
4. The trimming and removal of patio trees and plants remain the responsibility of unit owners. Plants growing in patios are not to damage the property, and must be maintained so as to be safe and neat.
5. Only suitable window treatments are permitted, i.e. shutters, blinds, and drapes. No sheets, newspaper, foil, paper, etc.

The exterior of front entry doors will be maintained by the Association as painted doors. If an owner wishes to have a stained finish entry door, or doors, the maintenance of the door(s) is the owner's responsibility. The Association will varnish the exterior of the doors once, in the interests of fairness, and will varnish them that one time when the Board and the Association's contractor determine that it is necessary. Thereafter, the owner will be responsible for preserving the door(s)' appearance and condition. If the door's condition deteriorates, the owner will be notified to refinish the door(s). If the owner does not have the work completed within 60 days of notification, the Association will have the exterior of

the door(s) painted in order to protect it/them from further deterioration and the owner will be billed for the work. The Association will then maintain such painted doors thereafter. Door hardware, including handsets, deadbolts, etc., remain the owner's responsibility.

V. RECREATIONAL AREAS AND FACILITIES – POOL, SPA & TENNIS COURT

1. Keys to pool, spa and tennis court are for use by residents only and remain the property of the Association. Keys are available to residents with a \$25.00 refundable deposit. Replacement of a lost key costs \$25.00. **(Amended 11/25/2015)**
2. Residents and their guests over the age of 13 may use the recreational facilities.
3. Children under the age of 13 must be accompanied by an adult (18 or older).
4. Guests must be accompanied by a resident.
5. Maximum of four guests per unit at any one time in recreational facilities (except with prior permission of manager).
6. Ponds, streams, trees, and rocks are off limits at all times. No tree or rock climbing, nor fence jumping.
7. Removal of furniture or equipment from recreational areas is prohibited.
8. No towels or other clothes shall be left in the recreational areas.
9. No nudity or explicit sexual conduct permitted in recreational facilities.
10. Noise level to be restrained. Radios or other audio devices shall be tuned for individual listening only.
11. No food, glassware, or alcoholic drinks permitted in the recreational areas.
12. No smoking allowed in any recreational area.

A. SWIMMING POOL & SPA

There is no life guard on duty. Persons using the pool and spa do so at their own risk.

1. Using the swimming pool or spa requires a bathing suit.
2. Diapered infants prohibited in pool or spa.
3. No rafts, balls, floats, pool furniture or other hazardous objects in pool or spa.
4. No playpens or baby pools in pool area.
5. Furniture shall not be stacked or abused.
6. No foreign substance in pool or spa water.

7. No running, jumping, diving or boisterous conduct in pool area.
8. Tampering with pool and spa equipment is prohibited.
9. Furniture may not be reserved.
10. Pool and Spa Hours 8:00 AM - 11:00 PM Daily

B. TENNIS COURT

1. Maximum playing time, 30 minutes or completion of set to 45 minutes if anyone is waiting for the tennis court.
2. Lights to be turned off if no one is waiting to use the tennis court after you have completed your sets.
3. The only activity that may occur on the tennis court is tennis. No toys or other games may be used or played in the tennis court enclosure.
4. Use of tennis courts reserved for adults only after 6:00 PM.
5. Tennis shoes required at all times on court. No bare feet or other type of shoes.
6. Tennis Court Hours: 9:00 AM to 10 PM Saturday and Sunday  
8:00 AM to 10 PM Monday through Friday

VI. PETS

1. No pets permitted in recreational areas.
2. Dogs must be leashed when on common area.
3. Dogs must be walked and curbed off property. They may be led directly off property from residence, and directly back when returning. If unavoidable violation, owner must remove any droppings to closed container immediately, and dispose of waste in his/her own unit's trash bin.
4. Barking, whining, howling, squawking, and loud or obnoxious pets prohibited.

VII. DRIVEWAYS & WALKWAYS

1. Operation of vehicles is limited to ingress and egress to Guest Parking and garages.
2. No game playing in driveways or walkways (i.e. games, climbing, all types of playing)
3. No bike riding, rollerblading, scooter riding or skate boarding in the driveways except for direct ingress or egress.
4. Maximum speed in driveways is 10 MPH.

5. No blocking of driveways - these are fire lanes and must be kept clear at all times for emergency vehicles.
6. No vehicle or other machine maintenance in driveways or parking areas.
7. Loading/unloading in driveways requires driver in attendance, ready to move if obstructing traffic.
8. Washing of vehicles is permitted with the following restrictions:
  - a) After washing vehicle you must hose down the area and make sure that all suds are washed into the storm drain.
  - b) Do not leave the hose on while washing your vehicle, use a nozzle to shut off the water or turn it off at the faucet.
  - c) Recreational vehicles, including RVs and boats, may not be washed here.

#### VIII MOVING

1. Moving vans permitted during daylight hours only.
2. An owner who sells a unit will be charged a \$200.00 deposit, through escrow, refundable within 30 days. The deposit is to cover damages, caused by moving, to common areas. If damage is discovered by the Association, which was caused by the movers or other parties connected with vacating the unit, and repairs are undertaken by the Association, the repair charges will be deducted from the deposit, and the remainder will be returned to the seller. If no repairs are necessary, the full amount will be refunded. A mailing address for the refund should be provided by the seller to the Association.

#### IX PARKING REGULATIONS

Any exceptions of enforcement for this section is by management or Board of Directors only. Parking violators may be ticketed, fined, and/or towed. Improperly parked vehicles are towed at owner's expense Towing company is Howard Sommers Towing.

1. Parking regulations cover vehicles and objects, owned, rented, leased, or borrowed.
2. Garages shall not be altered to prevent parking of two vehicles.
3. Residents must park in their garages or off the property.
4. Residents with more than two vehicles may NOT park elsewhere on the property, including Guest Parking.
5. Storage in garage does not permit parking elsewhere on the property.
6. Garage doors shall remain closed at all times except for ingress and egress

Emergency releases for detached garage must be kept in working order by unit owner. Remotes and garage door openers remain the responsibility of unit owners.

7. No vehicles larger than pickups or vans allowed on property overnight.
8. No defacing, removal or obstruction of parking signs.
9. Guests must park in marked and posted Guest Parking spaces or in garages by permission.
10. No parking in same place (other than garages) in excess of 24 hours.
11. Guests may not park more than three times in one week nor eight times in one month without prior permission by Board or manager.

X REFUSE & CLEANLINESS

1. Trash for pickup must be in the plastic can provided by the City - with the unit number displayed on the side.
2. Garbage collection is scheduled for Friday morning (except for holidays). Cans are not to be set out prior to Thursday and should be removed within 24 hours of trash pickup (Saturday, except for holidays). Bulky item and charitable donation pick-ups are subject to the same time restrictions and such items may not be left out sooner than the day prior to the scheduled day of pick-up. If the pick-up is missed, the item must be put back inside the unit until the day before a rescheduled pick-up.
3. Littering is prohibited; this includes large items, such as appliances. Trash or discards of any kind may not be abandoned anywhere on-site.
4. Blue recycling cans have the same regulations as the regular trash bins.
5. Residents may not place trash or other items they are discarding in, on, or around the WWTA dumpster.

XI BOARD MEETING RULES

1. Disorderly, contemptuous, or insolent behavior toward the Board during a meeting tending to interrupt the due course of a meeting is a violation of the rules. Homeowners must observe the rules of order established by the Board for the orderly conduct of meetings: "In order to keep Board Meetings running efficiently and to maintain business decorum, anyone who uses foul language, or is overtly disrespectful to an Association member, Board member, or an employee of the Association, shall be given one warning and upon the second offense shall be asked to leave the meeting. In addition, it is the procedural policy of the Association that homeowners shall speak only when recognized by the Board A homeowner, who repeatedly speaks without being recognized, and after being duly warned by the



Board, will be asked to leave the meeting.” Any owner who refuses to leave immediately after being asked, will be assessed a fine.

2. Only homeowners may participate at Board meetings Non-owners may attend, at the Board’s discretion, if they have a reasonable interest, such as Warner Woodlands’ residency, but as observers only. If they do not abide by this rule, non-owners will be warned as to this rule. If they break the rule again, they will be asked to leave the meeting. If they do not then immediately leave the meeting, the unit owner with whom this person is associated will be assessed a fine.
3. Recording of Board meetings, either audio and/or video recording, is prohibited, unless specifically permitted, upon written request, and announced by the Board at the meeting. Written requests for recording a meeting must be received by the Board at least seven days prior to that meeting The Board will respond in writing at least 24 hours prior to the meeting.
4. No Association member shall serve on the Board, continue on the Board, or be eligible to run for the Board, if they have been convicted of any felony involving dishonesty, or been the cause of any loss in connection with any Employee Dishonesty or Directors and Officers Negligence Claim.
5. No person other than an Association member in good standing may vote on Association business or hold a proxy.

## **XII. ENFORCEMENT**

Ignorance of the Rules and Regulations does not preclude enforcement Appeals to fines must be directed to the Board of Directors within 10 days of notification that a fine has been assessed The Board may suspend membership rights for those who are repeat violators or for units that are not in good standing.

<b>Fine Schedule:</b>	First violation	\$ 25 00
<i>(Except as noted below)</i>	Second violation	\$ 50.00
	Third violation	\$ 100 00
	and doubled every time thereafter.	

***Fines begin at \$50.00 for harassment (III-2) and Board meeting rules violations (XI).***

Any cost to the Association to repair damages or replace missing or damaged property caused by actions of an owner, tenant, guest or visitor will be charged to the appropriate unit.

## **NEW SCHEDULE OF FINES**

EFFECTIVE NOVEMBER 1, 2017

<b>Fine Schedule:</b>	First violation	\$ 75 00
<i>(Except as noted below)</i>	Second violation	\$ 150.00
	Third violation	\$ 300 00
	and doubled every time thereafter.	

***Fines begin at \$50.00 for harassment (III-2) and Board meeting rules violations (XI).***

A \$50 fine will be assessed for failure to turn in a required contact information form.

Any cost to the Association to repair damages or replace missing or damaged property caused by actions of an owner, tenant, guest or visitor will be charged to the appropriate unit.

PROPOSED NEW FINE SCHEDULE FOR MEMBER REVIEW AND COMMENT  
SENT VIA EMAIL AND FIRST CLASS MAIL ON SEPTEMBER 14, 2017  
RESENT VIA FIRST CLASS MAIL ON OCTOBER 6, 2017  
NEW SCHEDULE OF FINES APPROVED BY BOARD OF DIRECTORS OCTOBER 17, 2017

**LEASING OF UNITS ADDENDUM – Effective 7/17/2012**

**XIII LEASING OF UNITS**

(a) Rental Maximum. No more than forty-five percent (45%) of the Units (“**Rental Maximum**”) may at any one time be leased, except for Current Unit(s) and Hardship Exceptions as set forth herein.

(b) Protection of Current Units. Pursuant to Civil Code §1360.2, all Units owners that acquired title prior to the effective date of this Amendment shall be exempt from the Rental Maximum (“**Current Units**”) until such time as (1) the Unit is sold or otherwise transferred to a new Owner as defined by Civil Code §1360.2(c), or (2) the owner of a Unit expressly consents to be subject to this amendment.

(c) One Year Minimum Term. Owners shall not lease a Unit for an initial term of less than one (1) year.

(d) Residential Rentals Only/No Subleases. Owners shall not use a Unit for transient or corporate housing for employees of an Owner. All rentals must be for the entire Unit, and not for any partial portion of such Unit. Timeshare developments, timeshare estates, timeshare programs and timeshare uses of Units are prohibited. No subleases of any Unit or portion of any Unit shall be permitted.

(e) Required Owner-Occupancy. A Unit shall not be leased by an Owner until one (1) year after the Owner acquires ownership of the Unit, absent a Hardship Exception.

(f) Procedure Required. Any Owner who wishes to lease his Unit must comply with the following procedure before leasing:

(1) The Owner shall submit a request to lease in writing to the Board of Directors.

(2) If the number of leased Units, plus the requesting Owner’s Unit does not exceed Rental Maximum, the Owner may lease their Unit.

(3) If the number of leased Units plus the requesting Owner’s Unit exceeds the Rental Maximum, the Owner’s name will be placed on a waiting list.

(4) When the number of Units leased plus the next Unit in line to lease no longer exceeds the Rental Maximum, the Board will notify the Owner of that Unit in writing that he may lease his Unit. The Owner shall have sixty (60) days to lease the Unit. If the Owner is unable to lease the Unit within sixty (60) days, the right to lease shall be given to the next Owner on the lease waiting list.

(g) Hardship Exception. An Owner who submits a request to lease when the number of Units leased plus the requesting Owner’s Unit exceeds the Rental Maximum may request one twelve (12) month hardship exception to the leasing restriction based upon a documented change in health, work, family or financial condition. Such reasons could include extended convalescence, temporary job reassignment (as opposed to a permanent transfer) more than sixty (60) miles from

the Community, or other similar serious situation out of the control of the Owner which compels the Owner to live elsewhere than the Community for one twelve (12) month duration. Such requests for hardship shall be submitted in writing to the Board for consideration.

(h) Duration of Lease. An Owner given permission to lease his Unit shall be entitled to lease the Unit until the Owner reoccupies it, the tenant vacates the Unit, or the Unit is sold or otherwise transferred to a new owner.

(i) Notification. Any Owner who has been authorized to proceed with the lease of their Unit shall provide the Board of Directors in advance of the tenant's occupancy with (1) the name of the tenant and all persons who will reside in the Unit, and (2) the Owner's offsite address and phone number.

(j) Lease Conditions/Responsibility of Tenant. All leases shall be in writing, and shall expressly provide that the terms of said lease are subject in all respects to the Governing Documents, copies of which shall be attached and incorporated into the lease. The Owner shall provide the tenant with any later adopted versions/amendments of such documents. The Owner shall require as a condition of tenancy at the Community that the tenant agree in writing that, although not an Owner, they will comply with and agree to be bound by the Governing Documents. Owners are responsible for ensuring that their tenants comply in all respects to the Governing Documents.

(k) Leased Units/Immediate Family Owner Exception. Any Unit occupied by someone other than the record Owner of the Unit, and without the Owner of record also occupying the Unit, shall be considered a leased Unit. Notwithstanding the foregoing, if an immediate family member of an Owner occupies the Unit without the Owner of record, such immediate family member shall not be counted in determining the overall Rental Maximum. For purposes of this Section, "immediate family member" shall mean spouse, domestic partner, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle).

(l) Assignment of Rent. Consistent with Article VI of the Declaration, Owners of Units are responsible for the payment of assessments. On becoming delinquent with the payment of Assessments, late charges, interest, costs, or attorney fees levied by the Association, each delinquent Owner shall be deemed to have absolutely assigned to the Association all rent, issues, profits, cash proceeds, or any other money now due or to become due under any existing or future agreement for the use or occupation of any part of any Unit, regardless of possession of such Unit. "Cash proceeds," as used in this Section shall mean cash, checks, deposit accounts, and the like. This assignment is made for the purpose of collecting all Assessments, costs, expenses and other amounts due to the Association. The assignment may be enforced by one or more of the following: (1) the appointment of a receiver; (2) obtaining possession of the rents, issues, or profits; and/or (3) delivery to any one or more of the tenants of a written demand for turnover of rents, issues, and profits.

**Policies and Procedures Update**

**Effective 11/25/2015**

**1. Pool/Tennis Court Key**

- a. Only one key is available per unit.
- b. No deposit is required when a key is given to the new homeowner(s) for the first time.
- c. If lost, there is a replacement charge of \$100 payable to WWTA HOA to replace the key.
- d. When/if a unit is sold, a deposit of \$100 is taken through the Escrow pending return of the key directly to the HOA.
- e. Any prior deposits paid by homeowners to HOA in the past will be returned to the homeowners when/if their unit is sold after the close of Escrow pending return of the key to HOA, subject to proof/verification of such deposit payment.

**2. Gate Remote Controls**

- a. Only two gate remote controls are available per unit.
- b. No deposit is required when gate remote control(s) are given to the homeowner(s) for the first time.
- c. If lost, there is a replacement charge of \$100 per a remote control payable to WWTA HOA to replace the control(s).
- d. When/if a unit is sold, a deposit of \$100 per a remote control in homeowner's possession is taken through the Escrow pending return of the remote control(s) directly to the HOA.
- e. Any prior deposit(s) paid by homeowners to HOA in the past will be returned to the homeowners when/if their unit is sold after the close of Escrow pending return of all remote controls to HOA, subject to proof/verification of such deposit(s) payment.

**3. Guest Parking Passes**

- a. Only two guest parking passes are available per unit.
- b. No deposit is required when guest parking passes are given to the homeowner(s) for the first time.
- c. If lost, there is a penalty of \$25 per a guest pass payable to WWTA HOA to replace the pass(es).
- d. When/if a unit is sold, a deposit of \$25 per a guest pass is taken through the Escrow pending return of the guest parking passes directly to the HOA.

**PATIO UMBRELLA AMENDMENT – Effective 1/15/2013**

Created February 20, 2012

Revised December 18, 2012

***Approved January 15, 2013***

Patio Umbrellas *must be approved through submittal of an Architectural Request Form* with the following guidelines:

- a. Solid colors of only tan, brown, or dark green.
- b. No more than 9 feet in diameter.
- c. Attached lights or decorative features must be approved by the Architectural Committee.
- d. Any nonconforming covers or structures must be approved by the Architectural Committee.
- e. The compliance date of these Rules will be 90 days after it is ratified by the Board.