

Lakewood Springs Club Homeowners Association Rules and Regulations Finning Agreement

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PREFACE

All homeowners are responsible to be knowledgeable of the Declarations of Rights, Covenants, Conditions and Restrictions, and the By-Laws for the Lakewood Springs Club Homeowners Association (LSCHOA).

The following Rules and Regulations are intended to make living in Lakewood Springs Club Subdivision pleasant and comfortable for the members of the Association. An elected Board of Directors governs the LSCHOA. The Rules and Regulations adopted by the Board of Directors are for the mutual benefit of all. The cooperation and consideration of each member is vital.

These Rules and Regulations are provided as a guideline and are subordinate to the Declarations of Rights and Covenants and the By-Laws of the Lakewood Springs Club HOA,

which is a legal document. The Declaration and By-laws of the Association shall control any conflict between these Rules and Regulations and the Declaration and By-Laws of the Association.

SECTION 1 - INTRODUCTION

1.1 The following Rules and Regulations flow from the supplement provisions of the Declaration of Covenants, Conditions, and Restrictions for the Lakewood Springs Club HOA. It is not the intent of these Rules and Regulations to be a substitute for the Declaration or By-Laws.

1.2 Unless specifically defined in these Rules and Regulations, all terms shall have the same definitions as provided in the Declaration of Covenants, Conditions and Restrictions, and By-Laws for the Lakewood Springs Club HOA.

1.3 The headings in these Rules and Regulations are for reference and clarity and are not intended to modify the language of the specific Rule provisions.

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Satellite Dish/Antenna

Purpose: To prevent injury to Owners and others and to promote the public safety among the Association members as well as to provide free access to over-the air reception devices and direct broadcast satellite signals.

To the extent permitted by law, a limit of no more than 2 (total) antenna, aerial, satellite dish one (1) meter or less in diameter may be installed upon the least obtrusive exterior portion of a personal residence. In the event an Owner is unable to receive acceptable transmission by installing the satellite dish or antenna, the Owner must, in his/her Architectural Control Improvement Application Form propose an acceptable installation location that will prevent injury to Owners and others and promote the public safety among the Association members in addition to providing free access to over-the-air reception devices and direct broadcast satellite signals. RC approval is needed for approval prior to the installation on any unit.

Because of the safety purpose outlined in herein, prior to the installation of any satellite dish or antenna, request for the installation of the satellite must be completed by the Owner and submitted to the RC for approval. The request for installation of a satellite dish or antenna should include the following information:

- (a) Size, color and manufacturer of the satellite dish or antenna.
- (b) The name, address and telephone number of the installing company. (Note: Only professional installation is permitted).
- (c) Proposed mounting mechanisms and fasteners, mounting location with a detailed drawing indicating the horizontal, vertical and lateral dimensions of the proposed location, the direction of point and the distance from the building or other surrounding objects.
- (d) Wiring diagram for the proposed installation, particularly the grounding of the device.
- (e) Diagram of entry into the Unit that must be made only through the sealed sleeve through the roof with no exposed wiring.

2.2 Noise

Being thoughtful of one's neighbors is important within the Lakewood Springs Club HOA. Loud noises from television, stereo equipment, musical instruments, annoying pets, and other disturbances should be avoided early in the morning (before 8am) and late in the evening (10pm during the week and 11pm on the weekends). If a homeowner is disturbed by loud noises, he/she should first attempt to politely notify the disturbing party, unless there is a feeling of an altercation arising as a result of speaking to them, the local law enforcement agency should be contacted.

2.3 Hazardous Activities

Activities considered to be of hazardous nature shall not be conducted in any part of the Property, and no improvements shall be constructed thereon which are or might be unsafe or hazardous. **No firearms shall be discharged, (including paint guns, BB, pellet, air soft, or any/all projectile expelling devices)** no fireworks discharged, no open fires shall be lighted or permitted except in a contained barbecue or commercial fire pit or within a safe and well-designed interior fireplace.

2.4 Unsightly Conditions

A. Trash- Resident/Owner must keep trash cans in their garage, inside fence, or proper privacy screen as allowed by the Declaration. Garbage may be set out the day before garbage pick up and must be returned to residence proper storage area no later than 9pm the evening of garbage pick up.

B. Lawn/Yard- Resident/Owner must keep their lawns mowed and free of weeds and dead plant material to the best of the homeowners' ability. City guidelines for length of grass will be observed.

C. House/Shed- Resident/Owner must keep their house and shed (if approved) in good condition including, but not limited to, the siding, doors, windows, screens, roof, outside light fixtures, and mailboxes.

2.5 Pets

A. The conduct of all pets must be such as to not interfere with the rights and privileges of any Lakewood Springs Club resident. No pet shall be allowed to create a nuisance, unreasonable disturbance or damage to personal or common property.

B. Pets should adhere to the leash laws of the City of Plano.

C. All pet waste must be removed immediately from any common property, sidewalk, street, parkway, or personal residence not owned by pet owner. Pets are not to be on the playground, sand volleyball court, or the tennis courts.

D. All homeowners are responsible for the actions of their pets and the pets belonging to anyone residing or visiting a home. The cost of any repair caused by a pet shall be assessed to the homeowner. This includes fines and other penalties.

2.6 Signs and Advertisements

A. Open House and Garage Sale signs are permitted on the day of the event and must be removed upon the termination of the event.

B. Political signs may be displayed during elections and must be removed 24 hours after Election Day. Must meet polling/voting guidelines. No signs are allowed in the common areas.

C. One "For Sale" signs for sale of home are permitted (placed neatly in front yard) at any Unit.

D. No vehicles may be parked in the clubhouse lot with "For Sale" signs.

E. Except as provided in this Rule, no other signs are permitted.

2.7 Holiday Decorations

Exterior items of a primarily decorative nature visible from public right of way and associated with the celebration of minor events or holidays may be displayed no earlier than 2

weeks prior to and removed no later than one week after (Valentines Day, St. Patrick's Day, Easter, etc.), except that seasonal holidays decorative lights may be displayed the from December 1 and removed by January 10. (weather permitting). Gutter light hooks (**not lights**) may be left attached neatly to gutters and are not in violation.

2.8 Parking/Vehicles

A. Commercial vehicles larger than a panel van, are not permitted to be parked in the subdivision

B. Recreational vehicles including boats, trailers, recreational vehicles or similar vehicles shall be stored off-site or garaged. Parking any such vehicle in a driveway for a maximum of 48 hours is permitted to solely to allow for loading.

C. Passenger motorized vehicles in non-operative condition shall not be parked anywhere on the property, including driveways, except in garages

D. All vehicles that are parked in driveways or outside the confines of the unit's garage must be properly licensed. If a vehicle is unlicensed and parked on the unit's driveway it is outside the confines of unit's garage, it is considered non-operative and in violation of this section.

2.9 Architectural Review

Plans for modifications to the exterior of any home must be submitted to the Manager of Management Company to be forwarded to the RC (Review Committee)/Board for approval prior to the modification being made. For the purpose of this article "modifications" shall include, but are not limited to: 1) additions 2) changes which materially change the exterior appearance of the home 3) sheds, pools, hot tubs, playground equipment, etc. 4) gazebos and decks. Owners can find the necessary form at www.baumprop.com. There is a downloadable Architectural Application forms for all of your specific modifications.

Landscape, gardens, flowers, bushes trees and shrubs should be tastefully planted and do NOT require RC/Board approval. Regular maintenance; driveway sealing, exterior painting of existing color, roofing and other exterior repairs of the same existing colors and materials do NOT require RC/Board approval, but proper modification paperwork will need to be filled out and returned to the Manager. Portable recreational and play equipment do not require architectural review, including inflatable wading pools for children, if the **recreational, play equipment, and wading pools are removed daily and stored indoors after use.**

 Permanent basketball hoops mounted on free-standing poles are permitted.. Permanent basketball hoops must be kept in good condition. Basketball hoops may not be in the parkway. Basketball hoops may NOT be installed on the unit.

Failure to submit plans required by this Section or to obtain written approval of the RC/Board prior to commencing work may result in a fine in the amount of \$250.00 being charged to the owners assessment account.

2.10 Sheds

Color of shed siding and roofing material must match existing home color scheme. Certain cedar sheds are acceptable with prior RC/Board approval and may be of natural cedar color.. **Absolutely NO metal storage sheds of any kind.**

Storage sheds are permitted with the following restrictions:

- A) Sheds may have a footprint of up to 80 square feet, with no side shorter than eight (8) feet and no side longer than ten (10) feet.
- B) Sheds may have a max height of eight (8) feet from the floor to the peak of the roof.
- C) Sheds must have a minimum of three (3) feet from the home (unit)
- D) City Ordinance must be followed in regards to placement in relation to property lines

All sheds must be approved by the RC/Board and maintained in a proper manner consistent with care necessary for upkeep to ensure that there are no unsightly or unkempt conditions.

Storage sheds are intended for the purpose of housing such items as bicycles, garden tools, lawn mowers and porch furniture.

2.11 Fences

Fences on any unit shall be maintained by the owner of the unit at the owner's expense. If the owner fails to maintain the fences on such owner's unit please refer to Declaration section 5.9.2 explaining "notice repairs". Fences must have RC/Board approval prior to installation as described in section 5.9.1 of Lakewood Springs Club Declaration;

- A. Permitted height of fences shall be four (4) feet in height, unless otherwise provided herein and in the Declaration, and now includes shadow box as well as board on board style fences constructed of natural cedar. Certain stains (not paints) are allowable and must have prior RC/Board approval.
- B. All Fences installed must follow village ordinances. Fences on corner lots should not in any way be an impediment to traffic.
- C. Installation of any fence must comply with city/village requirements, and must have prior approval and necessary permits.
- D. Owners may only install a six (6) foot fence of the same above materials, along allowable subdivision perimeters as documented in the Declarations. (Exhibit D to the Declaration "ALLOWABLE SIX-FOOT FENCE ALONG PERIMETER ONLY AS OUTLINED ON SITE MAP.")
- E. No permission or approval shall be required to restrain with the original color scheme, or to rebuild in accordance with the original plans and specifications.

2.12 Above Ground Pools

Any pool exceeding 18" in height and 5 feet in diameter is considered an "above-ground swimming pool" and must adhere to above ground pools rules from the Declaration 5.10. All installations must be granted prior approval by the RC/Board and follow all village ordinances. All above ground pools exceeding 18" in height and 5 feet in diameter is must be decked and skirted.

2.13 Mailboxes

There are now different styles of mailboxes permitted in the HOA. These include the traditional black metal mailbox which came standard with the homes, as well as various Rubbermaid styles (consistent with color scheme of home). However to change your traditional black metal mailbox to a Rubbermaid mailbox requires the homeowner to submit an architectural application (include color picture and size) for RC/Board approval prior to installation. Mailboxes and mailbox posts are maintained at the homeowner's expense. Any damage from snow plows or vandalism should be taken up with the City Of Plano.

2.14 Home Businesses

No commercial business may be operated from a home. A commercial business is defined as one that involves retail traffic.

2.15 Skateboarding/Loitering

No skateboarding, bike riding or basketball playing is allowed on the tennis courts or walkways around the clubhouse area. Loitering is not permitted near the clubhouse. Homeowners renting the clubhouse during these times may use the outside front porch for their guests only.

2.16 Clubhouse/Pool Use

Homeowners who are not current with their assessments will have their pool and clubhouse privileges suspended. Any homeowner who is currently in violation of the Declarations or Rules will also have their privileges suspended until the violation is brought to compliance.

2.17 Guest Usage of the Pool

Homeowners may bring guests to the pool. The following rules limited are hereby promulgated:

- A) Only four (4) guests per household are permitted
- B) An adult homeowner must accompany children under 15 years of age
- C) Children 16-17 years of age may come to the pool without an adult, but may NOT bring guests.
- D) All homeowners must sign in with lifeguards
- E) Lifeguards are present for emergency purposes
- F) All parents shall supervise their children, and are responsible for the acts and/or actions of their children.
- G) Call the Plano Non-Emergency Police or 911 in case of an emergency. Do not call the HOA for problems occurring between homeowners and/or guests.
- F) Lifeguards and pool personel may promulgate additional rules for usage of the pool. Further, all rules, orders or pronouncements of any lifeguards or pool personel must be followed.

2.18 ATV's, Go-carts, Snowmobiles, and motorized/Battery Vehicles

ATV's, Go-carts, Snowmobiles, motor or battery driven bikes, scooters, etc. **may not** be driven on any part of the Lakewood Springs Club common areas including the "natural/prairie" areas nor any of the empty lots. Plano ordinance does not allow these items for use on the city streets and sidewalks.

2.19 Natural/Prairie Common Area

Homeowners who border the natural areas are prohibited from mowing beyond their property line. Anyone mowing into the natural/prairie areas will be fined \$100 per occurrence. No structure of any kind is permitted on natural/prairie area property.

SECTION 3 - Enforcement POLICY

If any resident is found in violation of any of the regulations, the Board will notify the party in writing and a fine may be charged to that person/homeowner. If the homeowner fails to pay any fine, an additional ten (\$10.00) late fee will be charged to his/her assessment account.

If an Owner or resident violates or is otherwise liable for a violation of any of the provisions of the Declaration and/or Rules and Regulations of the Association, the following generally shall occur:

- a. The Association may be informed of an alleged violation as the result of observation by a Board member, observation by a property manager, or observation and complaint by a resident or Owner.
- b. In any instance of an alleged violation, the Association or its managing agent may first send a warning letter or notice of the violation to the Owner to address the violation before or without further proceedings as set forth in this Rule. The Board may, but is not required, to first send a warning letter.
- c. Except as set forth in this Section, upon violation by a Lot Owner, the Lot Owner shall be notified of the violation, in writing, by the Board or Managing Agent or the appropriate authorized personnel of the Association and, if the Board so elects, by the Association's attorney.
- d. If the Owner disputes the allegation of violation, and/or the Owner would like a hearing on the violation alleged in the notice, the Owner must, within ten (10) days after the Owner has been notified, submit in writing a request for a hearing.
- e. Upon receipt of a request for a hearing, a hearing on the violations shall be scheduled by the Board to be held, preferably but not necessarily, at the next regularly scheduled Board meeting of the Association. A notice with the time, date and place of said meeting shall be sent to the Owner.
- f. At the hearing, the Board shall have the authority, at its discretion, to continue the hearing without further notice, either at the request of the Owner or upon the Board's own motion.

- g. If the Owner fails to attend the hearing, the Owner at the board's discretion may forfeit any additional hearings regarding the violation and enforcement of the violation may result.
- h. If the Owner attends the hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation.
- i. At the hearing, an Owner may be represented by an attorney. However, if an attorney appears on behalf of the Owner, the Board may demand a continuance of the hearing until the Association's attorney has been consulted or is present.
- j. Following the completion of the hearing, the Board shall notify the Owner (either immediately or in writing thereafter) of its determination regarding the alleged violation. The Board shall determine and assess the amount, if any, of costs and expenses for the violation; the amount, if any, of attorneys' fees incurred by the Association as charged to the Association by the attorneys; and the amount, if any, of costs, damages, expenses and other charges attributable to or resulting from the violation. In addition, the Board may determine that there are or may be costs, damages, expenses, and other charges including attorneys' fees, attributable to or resulting from the violation, that will be incurred in the future, and the Board may authorize the Officers and Managing Agents to assess such charges to the Owner's account and against the Owner's as such charges are incurred. The decision of the Board shall be final and binding on the Owner. Notice of the Board's determination shall be sent to the Owner.

Payment of charges made under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time.

A.) Penalties/Fines

FINE STRUCTURE:

- **1st offense: written warning**
- **2nd offense: \$50.00 fine**
- **3rd offense: \$100.00 fine**
- **Subsequent offenses: \$250 fine or legal action (including legal fees)**

Fines documented within the above Rules and Regulations;

- 1) Not obtaining RC/Board approval will incur a \$250.00 fine at Board's discretion**
- 2) Mowing the natural/prairie area will incur a \$100.00 fine per occurrence**

In the event the violation is a continuing violation, the Board reserves the right to levy a daily fine, in the foregoing amounts. The fine will be considered a special assessment. The homeowner will be notified *in writing* of the Boards decision. In the event of any violation of the Declaration, Bylaws or Rules and Regulations of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement,

legal and equitable. All costs and legal fees shall be assessed to the account of the offending owner at the time they are incurred.

B.) Costs

Fines and/or costs incurred by the Association must be paid in full within thirty (30) days of written notification. Owners are responsible for all collection and attorney fees necessary to enforce the collection of fines and costs. This includes but is not limited to:

- **Damage to personal property**
- **Personal injury**
- **Restoration costs**
- **Legal costs and attorney fees**

The remedies hereunder are not exclusive, and the Board of Directors may, in addition, take any action provided at law, in equity, or in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association

ALL MATTERS NOT SPECIFICALLY ADDRESSED IN THESE RULES AND REGULATIONS ARE SUBJECT TO THE DECLARATION FOR LAKEWOOD SPRINGS CLUB HOMEOWNERS ASSOCIATION, AND AT THE DISCRETION OF THE BOARD OF DIRECTORS.