

Candlewood Estates Homeowners Association Rules & Regulations

Revised March 2021



Candlewood Estates House Rules and Regulations

Preface

The following Rules and Regulations are designed to serve as the official Rules and Regulations adopted by the Candlewood Estates Homeowners Association. A copy of these rules should be kept with your copy of the "Covenants, Conditions and Restrictions (CC&R's)" and Bylaws. It is hoped that by explaining in detail in a single booklet the various Rules and Regulations of this Association that it will make it easier for both the homeowner and tenant alike. This document will be amended and/or revised as necessary by the Board of Directors.

I. Preamble

- A. The authority for the Board of Directors to form and enforce Rules and Regulations ("Rules") is provided by the CC&Rs. A copy of the CC&Rs was given to each owner at the time of purchase of their condominium.
- B. The Rules as contained herein are issued by the Board of Directors. They are supplemental to the CC&R's. If there is any conflict, the provisions of the CC&R's will prevail. The House Rules are intended as a guide to the conduct and activities of all members, lessees and residents of the Association and their guests, to the end that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others. Strict observance and adherence are requested by the Board of Directors.

II. General Conduct and Information

- A. All complaints, suggestions and/or recommendations must be in writing, signed with unit number and phone number before being submitted to the Board of Directors and to the property management company.
- B. All garage doors are to be closed when not in use.
- C. All excessive noise, such as that made by stereos, instruments, cars, motorcycles, pets, etc. is prohibited.
- D. Please help keep Candlewood Estates clean by picking up debris you see around the property, and especially around the garbage dumpster areas.
- E. No commercial signs, advertisements or posters may be posted in or on the property (including the mailbox area), except that a single window advertising of a unit for sale or rent maybe placed in the unit.
- F. Members will be liable for all damage incurred to the common area by themselves, members of their family or guests.
- G. Skate boarding, bicycle riding, rollerblading and roller skating are prohibited on all driveways within the complex. Such activities may be performed in the sidewalks.
- H. Pool heating units, time clocks and lighting systems are to be adjusted and/or set by Board members and/or Board authorized service contractors only.

III. Pool and Jacuzzi

- A. All persons using the pool and Jacuzzi must abide by the posted rules.
- B. The hours for use of the pool and Jacuzzi are 8:00 a.m. through 10:00 pm.
- C. Persons under 14 years old must be always accompanied and supervised by an adult guardian (18 years or older) when in the pool or Jacuzzi.
- D. Rafts are not allowed in the swimming pool or Jacuzzi. Other flotation devices used for non-swimmers (water wings, paddle boards, etc.) are acceptable.
- E. All guests must be accompanied by an adult resident (18 years or older) in the pool area. Owners will be responsible for the behavior of their guests.

- F. No single group will be allowed to monopolize the pool or Jacuzzi.
- G. No glass items are allowed in or around the pool or Jacuzzi areas.
- H. All trash, cigarettes, cigars, etc. must be deposited in the proper receptacles.
- I. Pool furniture shall not be removed from the pool area or placed in the pool or Jacuzzi.
- J. All hair pins, clips, etc. must be removed before entering the pool as they may damage the drain/filter system if lost in the pool.
- K. The pool is closed during maintenance service and during association meetings.
- L. There is no reserving of pool chairs or lounges. Any lounge or chair unoccupied in excess of 30 minutes shall be considered available for use by any resident.
- M. Owners may utilize their own chairs and lounges; however, they must remove their furniture from the pool area when they leave.
- N. Upon entering or exiting the pool area, the gate must be closed (i.e., locked).
- O. Animals are not allowed in the pool area, except certified service animals.
- P. Out of respect for others, radios will be played so as not to disturb others.
- Q. Running, pushing, cannon-balling and other forms of horseplay will not be tolerated.
- R. Proper bathing attire is required (no cutoff shorts are allowed).
- S. There is no lifeguard on duty. The pool, Jacuzzi and pool area are to be used at your own risk.
- T. Any person who is incontinent must wear appropriate waterproof clothing when entering the pool area.
- U. Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the pool or Jacuzzi.

IV. Keys

- A. One key fob to the pool and Jacuzzi area is issued to each Homeowner at the close of escrow. Keys should not be duplicated or given to non-residents.
- B. Lost keys will be replaced at a cost of \$75. Replacement keys will be issued to Homeowners only.
- C. Periodically, individuals in the pool area may be asked to show their pool key and to identify themselves as residents. This is done for the security of all Homeowners. Your cooperation and understanding are appreciated.

V. Landscaping and Building Exteriors

- A. The exterior of each individual dwelling is under the jurisdiction of the Candlewood Estates Association, therefore:
1. Each Homeowner is responsible to maintain their patio or balcony to achieve an overall well-manicured look.
 2. All lattices or other screening that is installed for privacy or for the retention of pets and/or children must be approved by the Board of Directors.
 3. Balconies and patios may not be used for miscellaneous storage. They are considered as an aesthetic addition to the buildings and should be utilized in good taste to be generally attractive and inoffensive.
 4. Balconies, patios, and garage doors are not to be used for the drying of laundry.
 5. All building exteriors shall be maintained in a first-class condition. A schedule for painting building exteriors will be determined by the Board of Directors and notification sent to each Homeowner.
 6. Proper window coverings (blinds, draperies, etc.) and screens must be always installed, except during routine cleaning and/or replacement of such window coverings. After initial move-in, 90 days will be allowed for the installation of proper window coverings.
 7. New windows may not be installed without approval from the Board of Directors.
 8. Individual property ownership is limited to the area bounded by the interior walls, floors, ceilings, windows, doors, and any area to which the owner has the exclusive right. The ownership of all exterior areas is jointly shared by members of the Association. All changes to the exterior surface of buildings and grounds, including painting, roofing, remodeling and landscaping are subject to approval by the Board of Directors or the Architectural Committee. Unauthorized modifications are subject to removal at the owner's expense.
 9. Exterior screen doors and exterior security bars may not be installed without the approval of the Board of Directors.
 10. Window air conditioners are prohibited.

VI. Automobiles and Parking

- A. Parking in the guest spaces located on the Leffingwell side of the complex is limited to a maximum of 12 hours.
- B. Unattended parking in alleyways or other fire lanes is prohibited. Violators will be fined and towed at the owner's expense.
- ** This means NO PARKING in front of garages. A vehicle may be temporarily parked in front of a garage for a brief period for loading, unloading, washing, etc., but it is mandatory for that vehicle to be always attended.
- C. Parking in red curb zones is prohibited. Violators will be fined and towed at the owner's expense.
- D. Blocking or partially blocking an alley entrance is prohibited. Violators will be fined and towed at the owner's expense.

- E. All automotive work shall be performed in the garage. No automotive work will be permitted in the alleyway, unless an emergency requires it (e.g. jump starting a vehicle with a dead battery).

VII. Pets

- A. Dogs that excessively bark will be deemed a nuisance and will not be tolerated.
- B. Dogs must be on a leash held by a person capable of always controlling the animal when outside individual living quarters or patio enclosures.
- C. Any litter deposited by dogs or cats on lawns, sidewalks, paths, or other common areas must be removed immediately by the owner of the animal involved.
- D. All pets found roaming loose will be turned over to the proper authorities.
- E. Up to two domestic household pets may be kept in any unit.

VIII. Trash

- A. All trash must be placed inside the dumpsters provided at various locations throughout the property.
- B. Any items left outside of the garbage dumpsters (e.g. water heaters, sofas, miscellaneous trash) must only be done so after notifying the property management company and/or contacting the waste management company to request a special pick-up. Violators will be fined.
- C. If no notification is made, the cost for pickup will be assessed for all homeowners.

IX. Rental Property

Those Homeowners who choose to rent or lease their property will be required to comply with the following:

- A. Notify the Candlewood Estates Board of Directors in writing within 30 days of the start of renting/leasing the unit.
- B. Give the names of all individuals occupying the property, as well as any car information and license plate numbers.
- C. Notification must be made for any changes in occupancy.
- D. Provide tenants with copies of CC&R's, Bylaws, and Association Rules and Regulations prior to the tenants' move in.
- E. Any lease or rental agreement must include the following language:

"The terms of this agreement are subject in all aspects to the provisions of the Declaration of Covenants, Conditions and Restrictions (CC&R's), Bylaws and Rules. Any failure by the lessee to comply with the terms of such documents may result in a default under the lease. THE UNDERSIGNED, AS LESSEE OR TENANT ACKNOWLEDGES THAT HE/SHE IS FAMILIAR WITH ALL SAID RESTRICTIONS AND RULES OF THE ASSOCIATION AND AGREES TO ABIDE BY THEM."

X. Satellite Dishes

- A. The Association has the legal authority to regulate the placement of satellite dishes/antennas under the Federal Communications Commission's (FCC) Over the Air Reception Device (OTARD) Rule, which was adopted by the FCC in October 1996. The OTARD Rule provides that the Association may prohibit satellite dishes/antennas on the Common Areas. The residents can place satellite dishes/antennas in area completely under the exclusive use and control of the residents (i.e., the units or patios).
- B. The Association wants to avoid any confusion as to where to place the satellite dishes/antennas and needs to make sure that installations do not damage our Common Area roofs, parapets, fascia, stucco, and other Common Areas, which would be expensive to repair. Such repairs would cost all Association members money in the long run and would lead to assessment increases.
- C. The following rules will apply to all satellite dishes and antennas currently installed and to any dishes and antennas which may be installed in the future. Please read and follow rules carefully.
 - 1. Satellite dishes must be less than one meter (39.37") in diameter.
 - 2. Satellite dishes/antennas may be placed on the resident's patio on a tripod stand which is set on the patio. No portion of the satellite dish/antenna or tripod may extend past the exterior boundary of the patio.
 - 3. No satellite dishes or antennas may be installed on any portion of the common Area including, without limitation, the roof, parapets, fascia, eaves, patio walls, fences, gates, and the exterior of the buildings.
 - 4. The Association may, upon installation of any FCC permitted satellite dish/antenna, regulate placement, and indicate a preference for installations that are not visible, or minimally visible, if the preferred placement allows for an acceptable quality signal and does not unreasonably increase the cost of, or unreasonably delay installation.
 - 5. These guidelines ensure that cables are not attached directly to the exterior of the buildings. All exposed cables will require reinstallation to comply with the guidelines. Any holes resulting from removal of the cables from the exterior of the building will need to be plugged with white or clear silicon to avoid moisture seepage into the structure. See attached drawings.

XI. Violations and Fines

- A. In order to enforce the CC&R's, Bylaws, and Rules, the Board of Directors may levy, assess and collect reasonable fines, as established by the Board of Directors. The fines shall be assessed against the Homeowner involved for violations by the owner, members of his or her family, or by any invitee, licensee, or lessee of such owner. The fine schedule shall be as follows:
 - 1. First Violation= Written Warning Notice
 - 2. Second Violation= Fine in the amount of \$50.00
 - 3. Third Violation= Fine in the amount of \$50.00
 - 4. Fourth Violation= Fine in the amount of \$50.00
- B. In the case of violations: Upon written notice to the Board of Directors of a violation of the Rules, CC&R's, or Bylaws, a formal letter will be written to the Homeowner violator. If the violation is repeated, the Homeowner will be notified in writing that at the next Board meeting a hearing will

be held to determine whether a fine will be levied at the next billing of the Homeowner's association fees. The Board may choose to accelerate this process in its sole discretion if the nature of a violation so warrants.

- C. In the event a fine is not paid within thirty (30) days from date of levy, or if the Homeowner continues violations after warning and fine, and following a reasonable time for an appeal and hearing by the Homeowner before the Board of Directors, legal action may ensue to require the owner to correct the violation. In the event said Homeowner fails to pay said fine, the Association will institute legal action for its collection as well as legal fees and court costs.

Candlewood Estates HOA