



## WOODBINE AT LAKEWOOD CONDOMINIUMS RULES AND REGULATIONS

*(Updated November 2021 by the HOA Board of Directors)*

### APPEARANCE

1. All areas of the property are to be kept clean and neat. Units are to be kept in good repair. Litter of any kind, including cigarette butts, are not to be left on the ground.
2. Only outdoor furniture, barbecues, potted plants and bicycles may be placed on patios or balconies. Canvas, plastic, or other tarps are prohibited except for custom-made covers for barbecues and other patio furniture. This includes balcony railing screens made of bamboo, wire, etc. or unapproved patio fencing. Excessive outdoor decoration must be removed upon HOA Board request including, but not limited to ***fixed signage, banners, flags displaying a political, seasonal, sporting, environmental, religious, commercial/advertising, or personal message. The exception, and by law, is the American flag with a size of 2'x4'. Unapproved decorations may include, but not be limited to, considerable extra lighting (especially blinking or flashing), excessive ornaments either on the ground or hanging, any décor that creates sound or any kind or motion, or any display that the HOA Board determines is offensive or violates the peaceful enjoyment of Woodbine for all homeowners. These same guidelines apply to interior windows facing the Woodbine common area.***
3. Trees, shrubs, or other vegetation are not to be removed from any common areas or limited common areas. All potted plants or furniture on patios or limited common areas shall be placed so they do not interfere with lawn or snow removal equipment.
4. Storage on balconies, patios, stairways, or in or near unit entryways, walkways, sidewalks or on any common area is prohibited except if specifically approved in writing by the HOA Board. Ground floor areas under stairs may be used for adult bicycle storage only. Stored items may not be covered with tarps. Bicycles stored outside must be registered with the office. Unregistered bicycles are subject to removal.
5. Personal items such as clothing, laundry, etc. are not to be hung in doorways, windows, patios or balconies where visible to others.
6. Radio or TV antennas shall not be erected or maintained outside the physical confines of the unit. Communication devices such as antennas or satellite dishes may not be attached to buildings or placed in landscape areas maintained by the HOA. Holes may not be drilled into building siding to route wire and cable for satellite communication equipment.
7. For Sale real estate signs may only be posted in the inside of a window of a unit and only one such sign is allowed not to exceed five (5) sq. feet.
8. All garbage must be wrapped or bagged before depositing in the dumpster. Recyclables shall be placed in appropriate recycling container bins. Do not put large boxes or other bulky items such as appliances or furniture in the garbage dumpsters. Break boxes down before disposing them. Do not dump oil or other chemicals into the storm drains.

**CONVERSION OF PATIO AREAS and LANDSCAPE UPGRADES**

1. Unit exteriors may not be altered without prior written consent from the Association's Board of Directors. No alterations to patio areas whether common area or limited common area shall be allowed from original construction except upon the written approval of the HOA Board of Directors. Any such approval will require that alterations be of quality comparable with the existing construction and shall not create additional common area maintenance or expenses for the HOA.

**This form is available from the HOA Office**

**HOA Board Request Form For**

**Residential Construction/Home Improvement Contract**

Name \_\_\_\_\_ Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Names of Contractors, General Contractors or Subcontractors (if applicable): \_\_\_\_\_  
\_\_\_\_\_

A detailed description of all work to be done & list materials of (additional sheets attached): \_\_\_\_\_  
\_\_\_\_\_

I have read and agree that the Grade and Quality of all materials to be used are in accordance with all local, County, State and Federal Codes:

Yes                       No

Projected Start and completion dates: \_\_\_\_\_ / \_\_\_\_\_

If applicable, Copies of Permits, Plans, Inspections, Licensing Documentation, Insurance, and photographs to be attached to this form, upon approval from the HOA Board.

All other Information regarding residential construction attached.

By signing this Document, I agree that all the information enclosed is current to the best of my knowledge.

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Worksheet for Proposal by \_\_\_\_\_ / \_\_\_\_\_ / date \_\_\_\_\_  
Name Location for Upgrades

Reviewed by: \_\_\_\_\_ Comments: \_\_\_\_\_

## Woodbine HOA-Homeowner Landscape Program

The HOA Board has agreed to consider homeowner requests for landscape upgrades at their unit if a proposal is made whereby the **homeowner pays for the materials** (plants, trees, ground cover, etc.) and the **HOA would provide labor** for planting or installation of ground cover. There is a maximum of \$500 per proposal funded by the HOA and one proposal per year per homeowner. There is an annual budget for this program that must not be exceeded. All proposals need to be submitted and approved by the HOA Board.

Homeowners might want to consult an expert before choosing planting material and location because **the HOA will not be liable for plant or tree failure.**

**Proposals need:**

- To be in writing and potentially include diagrams and plant names
- To state that materials will be delivered to the site, or pick-up will be added to the homeowner cost
- To have materials in harmony with the Woodbine environment; for example, there are 4 types of ground cover at Woodbine and uniformity is preferred. A consideration is that wood chips are cheaper but require regular replenishment and harbor insects; homeowners with this choice would have to agree to the replenishment. Rock ground cover might be a better choice in the long run.
- To acknowledge that any sprinkler modification requirements would be at homeowner expense, such as moving or adding sprinkler heads. It is important that existing water coverage or pressure is not impacted. Board analysis and approval is essential.
- To be reasonable in scope and economics for the HOA. Large scale renovation of landscape could significantly impact the HOA budget. Homeowners however can pay additional to complete larger projects.
- To be done at a discretionary time for the HOA depending on the season and other priority work

**Submit proposals to the management office if you wish to apply for this program. It could be useful, but not necessary, to meet with a Board member to review your proposal prior to submission, especially if it is large in scope.**

INITIALS:

2. Any needed reconfiguration of the irrigation system required to accommodate approved, owner-installed changes to lawn areas will be at the owner's expense. The Association and the professional management shall not be required to maintain the lawn or planting area within the new enclosure unless such enclosed area is readily accessible by the association's lawn care personnel without additional expense or undue inconvenience.

## **RESIDENTIAL USE AND GUESTS**

1. No commercial activities or services of any kind shall be carried on in any unit or in any other portion of this development, including garages. For example, a babysitting or laundry service for non-residents, or a manufacturing garage workshop is prohibited. No solicitation of goods, services or political activities shall be permitted on the premises by homeowners or their guests.
2. No **one-bedroom** dwelling unit may be occupied by more than two (2) persons.  
No **two-bedroom** dwelling unit may be occupied by more than four (4) persons.  
No **three-bedroom** dwelling unit may be occupied by more than six (6) persons.  
No **three bedrooms with a den** dwelling unit may be occupied by more than seven (7) persons.  
Occupancy standards are designed to be in accordance with federal Fair Housing guidelines and as such may be altered if federal or state standards are revised.
3. The property manager shall be notified if guests or relatives will be occupying a unit in the absence of the owner for a period of more than 30 days. Homeowners shall also provide the property manager with the names and contact information of all rental tenants that will be occupying a dwelling unit for longer than one month.
4. Homeowners and/or renters are responsible for notifying their occupants and/or guests of the rules of the development. Homeowners are jointly and severally liable for any property damage or actions resulting in fines caused by a guest or tenant.
5. Offensive behavior is not permitted in publicly visible areas. Playing in the shrubs and planter areas is prohibited.
6. Occupants shall exercise care not to make noise that may disturb others. This includes music, television, and pets.
7. No unlawful activity shall be carried on in a unit, garage, common area, nor anywhere on the premises.

## POOL & COMMON AREA RULES

1. **PLEASE NOTE THAT THERE IS NO LIFEGUARD ON DUTY AND USE OF THE POOL, SPA, AND OTHER RECREATIONAL FACILITIES IS AT YOUR OWN RISK.** Persons under the age of 14 must be accompanied and supervised by an adult while in the pool enclosure.
2. Persons suffering from colds, fever, coughs, inflamed eyes, skin infections, communicable diseases, incontinence, open sores or having bandages are excluded from using the pool. Diapers are not permitted in the pool. Spitting, urinating or otherwise contaminating the pool water is prohibited.
3. Absolutely no animals are allowed in the pool area at any time.
4. No glass bottles, containers, or other breakable objects of any kind are permitted in the pool area. No rocks, coins, chains, hairpins or small submersible toys are allowed in the pool. No furniture is allowed in the pool. All pool furniture must be kept within the pool enclosure.
5. The pool is to be used only during the hours posted and is for the exclusive use of Woodbine residents. Residents are allowed a maximum of two (2) guests to use the pool at any one time and the resident must be with them. Residents are responsible for their guests' actions.
6. All litter, including cigarette butts, must be placed in appropriate trash containers. Please clean up before leaving the pool area.
7. Running, jumping and/or any noisy or boisterous behavior which may be disturbing to other residents is forbidden in or around the pool area.
8. Do not apply suntan oil or lotion of any type just prior to entering the pool. Only swimming attire may be worn in the pool and no cut-off pants are allowed. This is to protect the mechanical parts of the pool equipment. Nude swimming is prohibited.
9. Neither the management company nor the HOA Board are responsible for articles lost, stolen or damaged in the pool area and accept no responsibility for accident or injury during the use of the facilities.
10. Each owner and guest's use of Woodbine common areas is subject to revocation or restriction by the Association's HOA Board for any violation of these rules.
11. Homeowners are to leave the clubhouse and fitness room in the same clean condition as found. **Any social gathering or business meeting must be scheduled with the office prior to the event. A deposit is required and will be refunded when the premises are left clean.** Access to the clubhouse and fitness center is a privilege and may be restricted. **HOMEOWNERS WHO HAVE RENTERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR RENTERS AND MUST ENFORCE THE RULES FOR COMMON AREA ACCESS AND USAGE.**
12. Rules governing the use of the pool and other common areas may be revised by the HOA Board.

## **PET RULES**

1. No animal, other than common household pets (not to exceed two), shall be kept or maintained in any unit. Common household pets are limited to dogs, cats, birds, hamsters, fish and turtles. Animals shall not be kept, bred, or maintained for commercial purposes.
2. All animals are to be kept clean, quiet, and controlled. **Each homeowner or tenant is responsible for promptly cleaning up after his or her own animal.**
3. All animals are to be confined to residents' unit, balcony or patio and they are not permitted outside unless on a leash. No animals may be kept chained outside the unit.
4. Homeowners or tenants may be required to remove a pet after receipt in writing of two violations of any of the above provisions from the HOA Board or the property management agent.

## **KEYS – EMERGENCIES**

1. Although every effort will be made by the Association, its Board, and the management company to respect the privacy of each unit owner, emergencies may arise that require entering an individual unit. For this reason, it is recommended that a unit key be left with the management office.
2. All keys will be properly labeled and stored in a locked key file. If a key is not provided to management and emergency access to a unit is necessary, the unit owner will be responsible for any costs for a locksmith or repairs to fix items broken to gain access. Such is also the case regarding forced entry deemed necessary by emergency personnel.

## **PARKING AND GARAGE RULES**

1. There are a limited number of parking spaces available in the development. All parking stalls must be used only by fully operable cars or trucks and no stalls may be used to store inoperable vehicles, boats, RV's, snow mobiles, jet skis or other equipment. No unlicensed vehicles may be parked on the property.
2. Each condo is limited to two vehicles on the property, one in the assigned parking place and one in a designated open space. This provision also applies to renters and longer-term guests.
3. No storage of any goods or materials of any kind is permitted in parking stalls.
4. Vehicle operators will be responsible for damage done by them to plants, garage doors and any other improvements or signs on the property.
5. Parking in front of dumpsters and recycling bins is prohibited. Parking in any area other than in a specifically marked parking place is prohibited.
6. Vehicle repairs may not be performed on site. Damage to asphalt or the necessity to clean asphalt because of oil or other fluids leaking from parked vehicles will be charged to the owner or to the owner of the condominium who has a guest or resident in violation of this provision.

## FIRE SAFETY REQUIREMENTS – INTERNATIONAL FIRE CODE GUIDELINES

1. It is the homeowner's responsibility to install and maintain **smoke alarms and carbon monoxide detectors** inside their condominium. These detectors should be installed in or near the bedrooms and any room used for sleeping. Each story within a dwelling unit should be equipped with monitors. Even though Woodbine does not have any gas appliances or forced air furnaces, any condominium with a fireplace will emit carbon monoxide when used, so a CO detector is required.
2. **Barbecues:**
  - a. **Location** - Open-flame cooking devices, whether LP-gas fuel or charcoal/solid fuel, ***"shall not be operated on combustible balconies, i.e. above the first story (as per the fire inspector) within 10 feet of combustible construction"***.
  - b. **Storage of gas cylinders:** LP (liquified petroleum) Gas Cylinders within a residential building (under the horizontal projection of the roof, floor or balcony above) and in detached garages shall be limited to cylinders with a maximum water capacity of 2.7 pounds each and shall not exceed 5.4 pounds aggregate water capacity per living space unit.
  - c. **LP-Gas Storage on Exterior Balconies of Residential Buildings:** Cylinders having water capacities greater than 2.7 lb. shall not be located on decks or balconies of dwellings of two or more living units above the first floor.

**Typical consumer LP-Gas barbecue cylinders are 4.7 lb. water capacity.**  
**Typical LP Gas camp stove or lantern canisters are 2.7 lb. water capacity.**

This is a challenging fire code for those who like to barbecue on their patios and decks, however it was designed by the International Fire Code for the purpose of safety. Woodbine condominium homeowners live in a common space and the actions of even one careless individual could burn down a whole building and spread to another.

## HOMEOWNER INSURANCE REQUIREMENTS

Every homeowner is required to maintain both property and liability insurance on their condo and to provide proof of that insurance to the HOA office. Your insurance agent can simply include a copy of your declaration page to our office either by mail or email each year. Per page 22 of the Condominium Declaration for Tomlinson Condominiums (Woodbine HOA), Article XI (a) ... ***"Casualty Insurance: Each Unit shall at all times be insured for the full replacement value of the Units in the event of damage or destructions including fire and extended coverage, the cost of which shall be the sole expense and responsibility of the respective Unit Owners ... the Association may, in the event of an individual Unit Owner's failure to secure such casualty insurance, purchase such insurance and charge the noncomplying Unit Owner the costs thereof..."***

**Homeowners who are responsible for damage to another homeowner's unit or the HOA common area shall be required to pay for such damage and accordingly are encouraged to maintain adequate liability insurance as well.**

## TRANSFER OF HOMEOWNERSHIP

The Legislature of the State of Idaho has indicated that Homeowner Associations provide homeowners with the following potential fee schedule associated with your property should you decide to sell your home:

Transfer fee: **\$400** / Estopple Certificate (Disclosure Statement) **\$156** / Estopple Processing Fee (Condo Cert Fee) **\$29**



## **WOODBINE HOMEOWNERS' ASSOCIATION POLICIES FOR VIOLATIONS OF RULES AND REGULATIONS**

**Updated by the HOA Board of Directors - November 2012**

WHEREAS the property owners, tenants, guests, or other persons occupying units or using the common facilities in *Woodbine Condominiums at Lakewood* are subject to the Rules and Regulations set forth in article 10 of the Condominium Declaration for Tomlinson Condominiums and the Rules and Regulations adopted by the Woodbine HOA Board of Directors from time to time

Section 8.7 of the above Declaration gives the HOA Board authority to make Rules and Regulations, to levy fines and additional charges beyond normal association assessment dues, to remove violating vehicles, and to suspend certain owner's rights.

WHEREAS it is the intent of the Board:

1. To achieve compliance with rules, policies, and procedures
2. To promote unity and harmony within the property
3. To maintain the appearance and value of our property
4. To maintain community relationships that are fair and equitable for all residents and property owners

NOW, THEREFORE, BE IT RESOLVED that the following procedures be used to address suspected violations of the Rules and Regulations as set forth in the Condominium Declaration and the Rules and Regulations adopted by the Woodbine Homeowners Association:

### **A: VIOLATIONS, COMPLAINTS, and NOTIFICATION:**

1. A suspected rules violation, nuisance complaint, or safety issue may be identified by the association manager, an appropriate committee, or may be brought to the Board's attention by any member of the Association.
2. Upon receipt of a written complaint, the property manager or appropriate committee will examine the complaint and will make an initial determination of whether a violation exists.
3. If it is determined that a violation does exist, the property owner will be notified in writing. The written notification may be sent by First Class Mail, posted in a conspicuous place on the homeowners unit, hand delivered to the homeowner, or sent by e-mail with a return receipt requested.
4. If the property is a rental unit the renter will also receive a copy of the notification, as per above 3a.
5. The notification will state the rule that has been violated, a description of the violation, and the date by which the violation must be corrected to avoid penalty.
6. A time limit of five (5) calendar days from the date of postmark or the notification shall be set for compliance or correction of the violation unless an alternative action is agreed upon in writing with the property management company or HOA Board.
7. The notification will also notify the property owner of their rights to request a hearing.



**B: HOMEOWNER'S RIGHT TO A HEARING:**

1. The request for a hearing must be submitted in writing within five (5) calendar days of the date of the postmark of the notification, or the right to hearing will be waived and a fine may automatically be assessed.
2. The request for a hearing must be directed to the property management company whose name, address and phone number shall be listed on the Notice of Violation. The property management company will submit the request for a hearing to the HOA Board.
3. The purpose of the hearing is to provide the property owner the opportunity to establish why the rule has not been violated, or why the rule or procedure does not apply, or why correction of the alleged violation has not yet occurred.
4. The HOA Board shall conduct a hearing at a mutually agreeable time with the homeowner within thirty (30) days of the request for hearing.
5. After hearing the property owner's position, the Board, or a committee appointed by the HOA Board, shall make a determination whether the CC& R's, the Condominium Declaration, the Association By-laws, or the Condominium Rules and Regulations have been violated. The Board will either render its decision at the conclusion of the hearing or will take the matter under advisement and render the decision within seven (7) calendar days of the hearing.
6. The Board's decision may be sent by First Class Mail, posted in a conspicuous place on the homeowners unit, hand delivered to the homeowner, or sent by e-mail with a return receipt requested.
7. If, after the hearing, the Board determines that no violation exists, no further action on the part of the homeowner will be required.
8. If, after the hearing, the Board determines that a rule violation does exist, the property owner will have five (5) business days from the date of the notification to correct the problem. After the five (5) business day period, the property manager or appropriate committee shall inspect the property to insure satisfactory compliance.
9. If a fine is to be imposed, the amount of the fine will be included in the Board's written response and will be sent to the owner (and the renter, if applicable) at their last known address. **Section C** below describes how fines will be assessed. Fines will be immediately due and payable.

**C. PENALTIES, ASSESSED FINES AND LEGAL ISSUES:**

1. If a violation still exists after the initial five (5) period, and if the property owner has not requested a hearing, the following penalties will be automatically assessed:
  - First notice of violation: \$50.00 applied on the day six
  - Second notice of violation: \$100.00 applied 30 days after the assessment of the first notice of violation.
  - Third notice of violation: \$150.00 applied every 30 days until the violation is corrected.
  
2. The above fines are in addition to any legal fees or other expenses that may be incurred by the Association in seeking compliance with violation or for replacement or repair of common areas or facilities damaged by the property owner.
  
3. Should a fine be assessed by the Board, the amount will be invoiced and sent to the property owner at their last known address, and will be immediately due and payable.
  
4. Unpaid fines shall be subject to collection as assessment in accordance with resolutions adopted by the Board of Directors, applicable state law, the Declaration, and the Bylaws.
  
5. Failure to pay fines with in sixty (60) days shall become a special assessment and subject to a lien upon the property.

NOW, THEREFORE BE IT RESOLVED and notwithstanding any other provision in this resolution, that the Board may also take whatever immediate legal action as it deems reasonably necessary to prohibit conduct which it determines is in violation of the CC&R's, the Declaration, Bylaws, Condominium Rules, or applicable state or federal law. AND BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all property owners and residents at their last known address.

**Violation Policies Adopted by the Woodbine HOA Board the 29<sup>th</sup> Day of November 2012**