



# Butterfield Estates Homeowners' Association

February 2, 2018

RE: BUTTERFIELD ESTATES HOMEOWNERS ASSOCIATION  
OFFICIAL NOTICE OF RULES AND REGULATIONS

Dear Butterfield Estates Homeowners Association Homeowner:

The Board of Directors would like to thank all members that participated in helping create the new Rules and Regulations. At the January 23, 2018 Board of Directors meeting the enclosed Rules and Regulations were approved by the Board of Directors and are hereby being distributed to the membership. Please keep this copy of the Associations rules in a safe location. Should you be renting your home, we ask that you provide a copy to your tenant.

Should you have any further questions, please feel free to contact me by phone at (949) 838-3291 or via email at [ctaylor@keystonepacific.com](mailto:ctaylor@keystonepacific.com).

Sincerely,

On Behalf of the Board of Directors,  
Butterfield Estates Homeowners Association

*Clint Taylor*

Clint Taylor  
Senior Community Manager, CMCA, AMS

*Professionally Managed by:*

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**BUTTERFIELD ESTATES  
HOMEOWNERS' ASSOCIATION  
(the "Association")**

**RULES AND REGULATIONS**

AMENDED BY THE BOARD OF DIRECTORS ON JANUARY 23, 2018

## **INTRODUCTION**

The following are rules and regulations (these "Rules and Regulations") and selected provisions of the Declaration that have been prepared in simplified language ("user friendly" CC&Rs). These Rules and Regulations are not meant to stifle creativity and individuals' rights, but, rather, should be viewed as a tool for protecting the property values of all homeowners, preserving each individual's right to peace and the quiet enjoyment of their environment, and promoting a happy and safe neighborhood for the majority. This publication presents an abbreviated version of some of the most common restrictions and is not meant to encompass all of them. Please refer to the CC&Rs for the complete sections in their entirety.

From time to time these Rules and Regulations may be changed by the Board of Directors. The use restrictions that pertain to the Association and are covered in the CC&Rs may be amended only by a vote of the Association Membership. If there is a conflict between these Rules and Regulations and the CC&Rs, the CC&Rs will control and prevail.

It is the responsibility of all owners to inform their tenants and guests of the Governing Documents of the Association, including these Rules and Regulations. Owners are responsible for the actions of their tenants and guests.

## **ANIMALS**

Please show respect for other homeowners by not permitting a pet to disturb the peace or, otherwise, be a public nuisance. Prevent a pet from soiling the common area, and, if any mess is left, either in the common area or anywhere within the boundaries of the community, you are expected to promptly and completely clean it up. Appropriate enforcement action can be taken regarding animals that constitute a nuisance in the community, including without limitation removal of the offending pet after a due process hearing. Residents are responsible and liable for any personal injury or property damage caused by their pets. All pets must be kept on a leash held by an individual capable of controlling the pet. Residents who are disturbed by an animal are first encourage to contact the owner and, if unsuccessful, to write to the Association or contact the Riverside County Animal Control Department. At any one time, the number of household pets shall not exceed two (2). No animals, fowl, reptiles, insects or poultry shall be raised, kept or bred within any Lot or elsewhere within the project; except that domestic dogs, cats, birds, and fish may be kept as household pets upon a lot, provided that such animals are not kept, bred or raised thereon for commercial purposes or in numbers deemed by the Board, in its sole discretion, to be unreasonable. If complaints of two or more homeowners are received by the Board of Directors and/or Management Company, the offending dog, cat, bird or fish can be ordered removed and/or the pet owner fined if violation is not corrected. Each Owner shall be deemed to have agreed to save, hold harmless, indemnify, and defend the Association and its directors, officers, agents, representatives, and employees from and against any and all claims, demands, actions, causes of action, liabilities, damages, and expenses arising out of, or incurred as a result of, the maintenance, ownership, use or existence of the owner's pet, together with all costs, expenses, and attorney fees resulting therefrom.

## **ANTENNA/SATELLITE DISHES**

If a homeowner wishes to install a reception device, it is requested that the homeowner complete a Satellite Dish Application. Owners are encouraged to install a reception device in the least obtrusive

location not visible from the street, which does not interfere with the reception. The reception device may not be installed on Common Area. The Association reserves the right to require that the reception device (and the device's component parts, wires, and connections) be of a certain quality, have certain specifications, and comports with the overall look, color schemes and aesthetics of the community.

### **CLOTHESLINES**

No clotheslines shall be placed nor any clothes hung, including, but not limited to the garage door, which are visible from the street or another lot.

### **FRONT PATIOS/PORCHES & CARPORTS**

Potted plants must be taken out of their original containers and placed into a decorative pot and must be maintained and healthy looking at all times.

An owner's front patio / porch and carport may not be used for storage. (storage items may include but not limited to BBQ's, shoe racks, heat lamps, and fire pits) so as to not detract from the aesthetic of the community. Additional items may be prohibited at the direction of the Board.

### **COMMON AREAS**

Each owner is liable to the Association for any damage to the common area landscaping, equipment, or improvements, which is sustained by the negligence or misconduct of the owner, the owner's family, tenants, or guests. Residents can help in the overall maintenance of the common areas by reporting any problems to the Association's management company. Owners shall not damage, modify, remove or eliminate any portion of the common area.

### **ENFORCEMENT**

All owners, residents, and guests are required to abide by all established rules. Anyone not abiding by these rules may face corrective action by the Board of Directors. The Association's management company has been instructed by the Board of Directors to require the compliance of persons with all provisions of the Rules and Regulations, Design Guidelines, Bylaws, and CC&Rs. If there is noncompliance, the Association's management company has been instructed to obtain the names and addresses of those parties not in compliance and report this information to the Board of Directors. It is the right of each resident to report noncompliance to the property Management Company, Board of Directors, or appropriate committees. (For procedural information, see the Enforcement Policy.)

### **GARAGEDOORS**

Garage doors shall be kept closed except when a vehicle is entering or leaving the garage, or when a resident is working in the garage, not to exceed four hours per day. Garage doors may be left open to a height of up to two (2) feet to ventilate heat from the garage during very hot weather.

Garage doors are the Owners' responsibility to repair and replace. To the extent an Owner replaces his or her garage door, such door must be replaced with an aluminum or steel door. Owners may not replace their garage doors with a wood door.

### **GARAGESALES**

Garage sales, estate sales, and/or the selling of anything outside of one's home are not allowed without Board approval. Periodically, the Board of Directors may authorize a Community Garage Sale.

### **GRAFFITI**

A homeowner is responsible for removing all graffiti from walls or fences within ninety-six (96) hours after such graffiti first appears.

### **HOLIDAY DECORATIONS**

The acceptable time frame for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than thirty (30) days prior to the day of the holiday, and must be removed within 7 days after the holiday. Residents who do not comply will be sent a non-compliance notice.

All holiday lighting must have a "UL" or comparable rating. Outdoor lights shall be designed for outdoor use.

No Resident may place holiday decorations on plants in the Common Area or on Association Property. The Association will not be responsible for any damages caused to decorations that have been placed in the common area. Please insure that holiday lights do not disturb other Residents.

Each Owner is liable to the Association for any damage from holiday decorations to the Common Area or the Properties caused by that Owner or his or her Guests, Tenants, Invitees, or any Resident of his or her Lot.

### **MAINTENANCE**

Owners are responsible for the maintenance, repair and replacement of all portions of their residential Lot ("Lot") and detached dwelling unit ("Residence") which includes the residence and all portions thereof and any yard and patio areas within the Residence and any and all gas, plumbing, electrical, air conditioning, heating, telephone, any solar and/or other water heating equipment and cable television servicing its Residence and irrigation systems and drainage located within any Residence.

### **FENCES**

a. Height. No fence, hedge, wall or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands or the high side of a retained wall shall be constructed or maintained on any Lot.

b. Written Approval Required. Written approval is required for construction or installation of all fencing.

c. Wood-Slatted Fence. All new fences must be wood-slatted and installed in a manner that the poles and stringers are not visible in the common area. All fence framing shall face inward. All fence posts and supports shall face inward and be placed on the inside of the fence.

d. Owner Responsibility.

i. Joint/Party Fences. Maintenance of the interior surface of fences that divide two (2) Lots ("joint fences" or "party fences") is the joint responsibility of the homeowners. Each Owner shall have the obligation to maintain the interior of the fence bordering such Owner's Lot and the Owners shall share, on an equitable basis, the cost of replacing such fence. Any party fence that is replaced shall remain of the same construction dimensions as when the home was built and must comply with these Rules and Regulations. Fence lines may not be moved. It is the responsibility of both parties, who share a party fence, to maintain the party fence. Damage to a neighbor's property (trees, shrubs, dirt piles, dead grass, etc.) during fence repair or replacement must be resolved between neighbors.

ii. Fences Not Shared. Each Owner shall maintain, in a good condition of maintenance and repair, the fence located within such Owner's Lot. Each Owner shall also have the obligation to replace, as may be necessary, such fencing, with fencing approved in accordance with the governing documents.

e. Prohibited Fencing. Chain link, electrified wire, metal post and barbed wire or split rails with wire fences are prohibited. Additionally, privacy fencing is not allowed.

## **NOISE**

Everyone is encouraged to respect the right of homeowners to live in a peaceful and quiet environment. For reasons of community respect, please lower noise volume and keep it to a minimum during the hours of 10:00 p.m. until 7:00 a.m., when most residents will be sleeping. (Also, refer to section entitled "Construction/Maintenance Hours".)

## **AIR CONDITIONING UNITS**

Only conventional air conditioning units or like utilities are permitted within the Properties. The condenser must be located on the ground (not on the roof) with all wires, tubing, etc. enclosed in conduit and painted to match the building. The air conditioning unit and all related component parts must comply with all applicable state and local laws, ordinances and building codes. Likewise, the owner is fully responsible to obtain any required permits and approvals from the City or County. All window air conditioning units and evaporative/swamp coolers are strictly prohibited. All window-mounted and through-the-wall mounted air conditioning units are prohibited.

## **NUISANCES**

a. All noxious, offensive, hazardous, illegal or annoying activities that may become a

nuisance, cause embarrassment, disturbance or annoyance to others are prohibited.

b. Nuisances may include, but are not limited to, offensive odors (e.g., tobacco products, cleaning supplies, and bug spray), noises, taking photographs and pictures of others without permission, bright lighting, or any noxious trade or activity.

c. Residents are asked to respect the right of others, and to not allow any nuisance, which would be offensive or detrimental to any other property or resident.

d. No smoking of tobacco or any other substances (including, but not limited to, marijuana in any device including without limitation paper(s), pipes, bong or other product utilized for the transmission and ingestion of smoke, nor the use of electronic cigarettes, vaporizers or other devices, collectively referred to as smoking that result in the emission of secondhand smoke or secondhand vapors, as applicable, collectively referred to as smoke shall be permitted on any portion of the Common Area. Smoking in or on Common Area, or allowing secondhand smoke or secondhand vapors to permeate into another Owner's residence shall be considered a noxious and offensive activity under the Association's CC&Rs and be enforceable as a nuisance violation.

### **RESIDENTIAL USE**

Each home and Lot shall be used for single family and residential purposes only. No home or Lot shall be used for any business or other non-residential use without prior written consent of the Board.

All Owners are entitled to rent their Lot, subject to the following restrictions:

1. Any rental or lease agreement shall be in writing.
2. Any rental or lease agreement shall provide that the lease is subject to the Governing Documents and shall provide that any failure to comply with any provisions of the Governing Documents shall be a default under the terms of the rental or lease agreement.
3. Any lease shall be for a minimum term of twelve (12) months.
4. A copy of any fully executed lease for a Lot shall be provided to the Association by the Owner prior to a tenant moving into the Owner's Lot, and upon request by the Association.
5. The Owners shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of the Lot.
6. The lease shall include a statement that any failure by the tenant to comply with the Governing Documents will constitute a default under the lease. The following paragraph, or a substantially similar paragraph, shall be included in each lease:

*In accepting this lease, tenant acknowledges that tenant has received, read, and understands the Declaration of Covenants, Conditions and (and any amendments thereto) and the rules, regulations, and policies (the "Governing Documents"). Tenant agrees to comply with the terms of the Governing Documents, and acknowledges that any failure by tenant, or tenant's family members, social guests,*

*houseguests, servants, employees, or agents, to comply with the terms of the Governing Documents shall constitute a default under this lease and may result in the early termination of this lease.*

7. No less than the entirety of a Lot may be rented under a lease, or otherwise. No sub-rental of a Lot shall be permitted, and no Lot may be used for vacation rentals (for example only, listed on Airbnb, VRBO or a similar website) or rented to a corporate housing company. Owners shall be prohibited from advertising their Lots for short-term rental. No Owner shall be permitted to lease, rent, or otherwise operate his or her Lot for transient or hotel purposes.

8. Each Owner shall be responsible for any and all violations of the Governing Documents committed by any tenant of the Owner's Lot. If any tenant of a Lot violates the Governing Documents, the Association shall have the right, but not the obligation, to bring an action in its own name and/or in the name of the Lot Owner to have the tenant evicted and/or to recover damages, including attorney fees.

9. Each Owner shall be deemed to have agreed to save, hold harmless, indemnify, and defend the Association and its directors, officers, agents, representatives, and employees from and against any and all claims, demands, actions, causes of action, liabilities, damages, and expenses arising out of, or incurred as a result of, the rental/leasing of the Owner's Lot, together with all costs, expenses, and attorney fees resulting therefrom.

## **SIGNS**

Acceptable signs are restricted to real estate ("for sale", "for rent", or "for exchange"), identification nameplate or security signs. Real Estate signs shall be reasonable size and shall be only displayed in the homeowner's window. No ("for sale", "for rent", or "for exchange") may be placed in the Association's Common Area at any time.

Security signs shall be no larger than 12" X 12" (one foot square). A maximum of one conventional security company signs shall be permitted. Additional signs may be approved upon written request to the Architectural Review Committee or Board of Directors.

## **TRASH**

In order to keep a neat and tidy appearance, please make sure all trash/ waste items (cigarette butts, pet feces, loose trash) are properly bagged and secure when disposed due to the frequent gust of wind in Temescal Valley.

All equipment, trash containers, or storage piles need to be screened or concealed from public view. Trash containers may not be exposed to view more than twenty-four (24) hours before and after scheduled trash collection hours. On trash removal day, the trash containers must be placed on the streets.



## **TRAFFIC AND PARKING RULES**

Please remember that there are children at play, and speeds on residential streets are not to exceed 15 miles per hour. Off road vehicle riding within any common areas, open space or public or private streets serving the community is prohibited. **RESIDENTS MAY NOT REPAIR, MAINTAIN, OR RESTORE ANY VEHICLE ON ANY LOT, STREET OR IN ANY AREA VISIBLE FROM ANY ADJOINING PROPERTIES OR STREETS.**

### **PROHIBITED PARKING AREAS**

No motor vehicles of any kind are permitted on any common area not designed for vehicular use (i.e., Association greenbelts and landscaped areas). Vehicles in fire lanes, no-parking zones, within fifteen feet (15') of fire hydrants, in front of private driveways are subject to enforcement.

### **AUTHORIZED VEHICLES & PROHIBITED VEHICLES**

A vehicle that qualifies as both an Authorized Vehicle and a Prohibited Vehicle is presumed to be a Prohibited Vehicle unless it is expressly classified as an Authorized Vehicle in writing by the Board.

#### **AUTHORIZED VEHICLES**

"Authorized Vehicles" may be parked in any portion of the Property intended for parking of motorized vehicles subject to the restrictions and requirements set forth in these Parking Rules & Regulations. Authorized Vehicles include: (a) standard passenger vehicles including automobiles, (b) passenger vans designed to accommodate ten (10) or fewer people, (c) motorcycles, and (d) pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less.

#### **PROHIBITED VEHICLES**

"Prohibited Vehicles" may **NOT** be parked, stored or kept within the Properties or any of the Association's streets or common area parking spaces except for brief periods for loading, unloading, making deliveries or emergency repairs. Prohibited Vehicles include: (a) commercial-type vehicles (unless it is within a garage), (e.g., stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, limousines and pick-up trucks of more than one ton), (b) buses or vans designed to accommodate more than ten (10) people, (c) vehicles having more than two (2) axles, (d) inoperable vehicles or parts of vehicles, (e) aircraft, (f) any vehicle or vehicular equipment deemed a nuisance by the Board, (g) dilapidated, dismantled or wrecked vehicles, (h) any vehicle which is under repair, (i) motorhomes, boats, trailers and recreational vehicles, (j) any other vehicle not classified as an Authorized Vehicle.

### **GARAGE USE & PARKING REQUIREMENTS**

The CC&Rs mandate each homeowner to at all times ensure that the homeowner's garage accommodates the number of Authorized Vehicles for which the garage was originally constructed (e.g., if your home has a 2-car garage, you are required to ensure that the garage has space to park at least two (2) Authorized Vehicles). Homeowners are required to utilize their garage or

driveway for vehicle parking before they are permitted to park on the street.

### **VEHICLE MAINTENANCE AND REPAIRS PROHIBITED**

Homeowners, their residents and guests are prohibited from repairing or restoring any vehicle of any kind on the Association property, even within an enclosed garage. The Board may make a limited exception in the case of emergency repairs/maintenance, subject to the Board's discretion and approval.

### **NO STORAGE OF VEHICLES**

No vehicle of any type may be stored on the Association's streets or common area parking spaces. A vehicle parked on the streets or common area parking spaces in excess of ninety-six (96) hours will be considered stored and may be towed at the vehicle owner's expense.

### **COMPLIANCE WITH CALIFORNIA VEHICLE CODES**

All California Vehicle Codes are in effect within the Butterfield Estates Community and vehicles that violate these codes will be subject to ticketing and tow at the vehicle owner's expense.

### **STREET PARKING ENFORCEMENT DAILY PATROL & ENFORCEMENT**

The Association's patrol company will monitor all vehicles parked on Association streets and common area parking spaces and shall track vehicle violation information on a daily basis. Parking within the Association is limited to Association homeowners, residents and invited guests. Moving a vehicle from one area of the community to another shall not in any way impact the vehicle owner's obligation to comply with these Parking Rules & Regulations, nor shall it impact the Association's enforcement authority with respect to same.

### **VIOLATIONS OF STREET PARKING RESTRICTIONS**

Any vehicle parked in violation of these Parking Rules may be subject to the Association's enforcement policy may also be assessed a penalty for the violation. The Association will not under any circumstance reimburse a vehicle owner for towing expenses. Vehicles belonging to or being operated by guests of residents or homeowners are subject to all of these Parking Rules & Regulations. Homeowners are responsible for the location and activity of vehicles belonging to their guests or tenants, and are responsible for ensuring that their guests and tenants are made aware of these Parking Rules & Regulations.

### **CITATIONS ISSUED IN ERROR**

Residents who feel a citation was issued in error should not ignore the citation, but should immediately contact the Association's Management Company in writing.

## **ENFORCEMENT EXCEPTIONS**

The Board may consider exceptions for homeowners to comply with any of these Parking Rules & Regulations in extraordinary circumstances. Requests for exceptions must be made in writing and submitted to the Association's management company for the Board to review at its next scheduled meeting.

## **POOL RULES AND REGULATIONS**

The pool area is for the exclusive use by Butterfield Estates residents and their guests. Entrance to the pool area is through locked gates to ensure privacy and control and to limit liability. **GATES ARE TO REMAIN LOCKED AT ALL TIMES!**

To ensure fair and equitable use of these facilities, the Board of Directors has adopted the following rules:

### **SPA/POOL USE**

Association facilities, including but not limited to the pool, showers and restrooms are reserved for full-time residents of the Association and their guests. Homeowners who have rented or leased their property are not entitled to use the Association facilities.

Diving is not permitted.

Please use the pool shower before entering the pool or spa.

Guests must be accompanied, at all times, by an adult (18 years of age or older) resident who shall be responsible for guests' conduct and behavior.

The Association allows only six (6) residents/guests per household/amenity card at any given time in the pool. Additional guests may be approved upon approval of Management and/or the Board of Directors.

Since pool areas are equally available to all, they cannot be reserved for exclusive use or for any type of party.

Appropriate swimming attire is required at all times in the pool area. Prohibited attire includes jeans, shoes or inappropriate bathing suits. Incontinent persons are not allowed in the pool water unless wearing proper swim diapers.

Each Homeowner will be assigned a lanyard, and card with a specific number. Both items must be in possession at all times while in the pool area. Should you or your guest, refuse to cooperate with security when asked to show proof of residence (lanyard/card) or follow pool rules, this will result in a violation and pool privileges may be revoked immediately.

## **SPA/POOL HOURS**

Hours: 7:00 a.m. to 10:00 p.m. (Sunday through Thursday); 7:00 a.m. to 11:00 p.m. (Friday and Saturday)

## **SPA/POOL AND POOL AREA SAFETY**

No lifeguard is on duty. Children 14 years of age and under are not permitted in the spa/pool area without a parent or an adult guardian (18 years of age or older) in attendance.

The Association prohibits jumping on or climbing the spa/pool fence.

The Common Area pool area may only be accessed through the designated access gate.

## **POOL ACTIVITY**

Any activity creating undue noise or hazard such as, but not limited to, yelling, loud radios, offensive language, running, pushing, shoving, fighting, diving, standing on pool ladders, or behavior endangering self or others is absolutely prohibited.

Persons with open cuts, wounds or rashes may not use the pool. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharge or any communicable disease may not use the pool/spa. Intoxicated persons are prohibited from using or being in close proximity to the pool.

Neither Management nor the Community Association Board of Directors is responsible for accidents or injuries.

Residents may play water sports only when there is no disturbance to others.

Skateboards, roller skates, roller blades, bicycles and animals are prohibited in the pool area at all times.

The Association prohibits any form of food, alcohol, drug paraphernalia, glass bottles or glassware within the fenced spa/pool area. Residents must place all trash, papers, cans, etc., in proper trash receptacles.

No personal BBQ's are allowed within the pool area at any time.

No smoking of any kind is allowed within the enclosed pool area this includes cigarettes, vaporizers and hookahs

Infants must wear rubber pants or swimming type diapers when in the pool. Pets of any kind are not permitted within the pool area.

No inflatable or foam objects larger than two feet square are permitted.

Radios are allowed for the enjoyment of homeowners and their guests, but must not be so loud that

they take away from the enjoyment of other residents.

### **ASSOCIATION POOL EQUIPMENT**

Residents must leave all Association furnishings or other pool equipment in the pool area at all times. Additionally, furniture must remain on the deck and not be placed in the pool.

### **POOL AREA MAINTENANCE**

Please report any work order needs or violations to Management immediately at (949) 833-2600. All injuries or accidents involving this facility must be reported to the Management Company. Tampering with pool/spa equipment or machinery is not permitted. In case of emergency, call 911.

### **POOL AREA PRIVILEGES**

The Board of Directors may revoke spa/pool privileges if the homeowner is delinquent in assessments or not in good standing with the Association.

### **TENNIS COURTS**

The tennis courts are part of the Common Area and are there for the use of all homeowners and their guests. The following rules pertain to these facilities and apply to all homeowners and their guests:

Hours: 7:00 a.m. to 10:00 p.m. (Sunday through Thursday); 7:00 a.m. to 11:00 p.m. (Friday and Saturday)

No bicycles, wheeled vehicles, skateboards, or other toys are allowed on the courts.

No alcoholic beverages are allowed on the courts.

No animals are allowed on the courts.

No fence climbing is allowed - a key must be used at all times.

Tennis shoes only are allowed on the court. ABSOLUTELY NO BARE FEET.

No rough housing, abusive language or unnecessary loud noise is allowed on the courts.

No glass or breakable containers are allowed on the courts.

Gates must be locked and lights turned off after using the courts.

### **TENNIS COURT PRIVILEGES**

The Board of Directors may revoke tennis court privileges if the homeowner is delinquent in assessments or not in good standing with the Association. Radios are allowed for the enjoyment of homeowners and their guests, but must not be so loud that they take away from the enjoyment of other residents.

**BASKETBALL COURTS AND RECREATION AREA  
(OUTSIDE PAVED AREA)**

Hours: 7:00 a.m. to 10:00 p.m. (Sunday through Thursday); 7:00 a.m. to 11:00 p.m. (Friday and Saturday)

No horse playing, fighting or any other activity that can be construed as a nuisance activity is allowed.

No glass containers of any kind are allowed.

No alcoholic beverages of any kind are allowed.

Radios are allowed for the enjoyment of homeowners and their guests, but must not be so loud that they take away from the enjoyment of other residents.

**BASKETBALL COURT PRIVILEGES**

The Board of Directors may revoke basketball court privileges if the homeowner is delinquent in assessments or not in good standing with the Association.

**CLUBHOUSE**

The clubhouse is to remain locked at all times. It is part of the common area and is for the use of all homeowners and their guests. In order to maintain this area in good condition, the following rules are to be followed or the use of these facilities will be restricted in the future:

Hours: 7:00 a.m. to 10:00 p.m. (Sunday through Thursday); 7:00 a.m. to 11:00 p.m. (Friday and Saturday)

Reservations require a non-refundable deposit of \$50.00, and the Board reserves the right to require the owner to sign an indemnification and reservation agreement and/or procure insurance, depending on the proposed event.

A refundable cleaning deposit of \$150.00 is required prior to the date reserved. Upon satisfactory inspection (after reservation) the deposit will be refunded.

Keys are attainable through the appointed Clubhouse Rental Coordinator.

Reservation of the Clubhouse shall require full execution of a rental agreement that is signed by the Owner of the Lot. Thus, if a tenant desires to reserve the Clubhouse, the Owner/landlord of the tenant must sign the Association-approved rental agreement prior to the reservation being approved.

**CLUBHOUSE PRIVILEGES**

The Board of Directors may revoke Clubhouse privileges if the homeowner is delinquent in assessments or not in good standing with the Association.

## **ARCHITECTURAL**

The visible yard must be COMPLETELY landscaped with approved items. Such as: grass, flowers, shrubs, ground cover, decorative rock, bark, etc.

The visible yard must be CONTINUALLY maintained using the following guidelines:

1. Watering
2. Mowing & Edging of lawn and ground cover.
3. Trimming of: Shrubs, Bushes, Trees, etc.
4. Weeding of lawns, ground cover, flower beds, cracks in paved areas, and areas covered in stone or bark.
5. Anything growing from your property, passed the back edge of the curb, must be trimmed to a maximum of six (6) feet high.
6. Cleaning up of: yard clippings, leaves, rubbish, litter, etc., from lawns, flower beds, planters, paved areas on your property, and the curb in front of your property.

### **TYPES OF CHANGES REQUIRING APPROVAL BY THE ARCHITECTURAL COMMITTEE/DESIGN REVIEW COMMITTEE**

All proposed exterior modifications, alterations, additions or changes must be submitted to the Architectural Committee/Design Review Committee ("AC/DRC") for approval **prior** to any installation or commencement of construction.

The above mentioned installation, alterations, additions or changes may include, but are not limited to, walls, arbors, decks, gazebos, fences, fountains, pools, spas, landscaping, hardscape, patios, pottery, gates, light fixtures, fire-pits, concrete barbecues, permanent umbrellas/shade covers, statues, room additions, window replacements, painting, etc.

### **PROCEDURE USED TO REVIEW & APPROVE OR DISAPPROVE A PROPOSED CHANGE**

Homeowner shall submit all of the following:

1. Property Improvement Form/Application.
2. Plan & Specifications (2 sets). 1 copy will be returned to the Owner and 1 set will be retained by the Association after it is reviewed.
3. Photographs, brochures and/or material samples (1 set) where applicable (items provided will not be returned to the Owner).
4. No application fees are required.

5. Any permits or County/City approvals.
6. The contractor(s) name, license number, insurance information and bond information.

Upon receipt, the information will be reviewed for completeness. Should any of the above items not be submitted, the entire submittal shall be returned to the owner noting the missing information. An application will not be "submitted" until it is complete.

If the submittal is complete, the management company will log the submittal, send a confirmation of receipt to the owner, and send the submittal package to the AC/DRC for review.

The AC/DRC has (30) days to review the submittal (from the date received by management). Should the homeowner not receive a response within (30) days from receipt by the Association, the submittal shall be deemed approved. A deemed approved submittal does not provide rights to the homeowner to violate alteration of the common area or Association maintenance areas regardless of submittal information.

The AC/DRC shall review submittals for the purpose of determining if the proposed improvements meet the Architectural Guidelines/Design Review Guidelines and that the appearance of any structure affected will be in harmony with the surrounding structures, that the construction will not detract from the beauty, wholesomeness or attractiveness of the Common Area or the enjoyment by the Members, and that the upkeep and maintenance will not become a burden on the Association.

## **PAINTING**

All repainting requires an AC/DRC request application and written approval back from the AC/DRC, even if the colors are the same or close to what now exists. The color selected must be a color that has been approved by Management. Thus, the architectural application must include a paint chip or other proof showing the proposed color has been approved.



**CERTIFICATE OF SECRETARY  
OF  
BUTTERFIELD ESTATES HOMEOWNERS' ASSOCIATION**

I, the undersigned, do hereby certify that:

1. I am the duly appointed and acting Secretary of the Association; and
2. The foregoing Rules and Regulations of the **BUTTERFIELD ESTATES HOMEOWNERS' ASSOCIATION** was approved by a majority of a quorum of the Board members during a duly noticed Board meeting held on January 23, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 23 day of January, 2018.

**BUTTERFIELD ESTATES HOMEOWNERS' ASSOCIATION**

By: Margit Lippe 1-23-2018

Name: MARGIT LIPPEL

Title: Secretary