

# Stonegate Owners Association

## General Community Policy Guidelines

Following are the revised Stonegate General Community Policy Guidelines as adopted by the Board of Directors of the Stonegate Owners Association. Their purpose is to promote safety, well-being, and good order in the development. The Rules and Regulations do apply to everyone within Stonegate, which includes homeowners, their families, tenants, guests, invitees and agents. These rules do not supersede the CC&R's; they are a supplement to the existing governing documents to offer further explanation and clarity.

**Parking.** Owner/Residents are required to park either in their own driveway or garage. Street parking is for guests only.

**Trash & Recycling Receptacles** can be put in the street the day before garbage pickup and must be stored back out of sight in an appropriately screened or enclosed area by the end of garbage pickup day. These receptacles should not be out for more than 48 hours. The cans and bins must be secured from wind and animals, etc. at all times. Owner is responsible for picking up blowing debris.

**Landscaping Debris** and other materials resulting from landscaping work shall not be dumped onto any street, lot or common areas. The discarded landscaping debris is to be contained and handled under the same controls as general trash containers and removal. Owner/Residents are responsible for seeing to it that their home and lots are kept clean, free of clutter and debris, and in good order.

**Landscaping:** Each Owner/Resident is responsible for maintaining their landscaping to high community standards. This includes controlling weeds; pruning shrubs and trees; removing dead and/or diseased plants and trees; fertilizing, watering, mowing and controlling lawns; installing and maintaining appropriate ground cover, such as garden mulch or bark-dust; maintaining the lot's auxiliary yard structures and features; and planning ahead to assure that ongoing maintenance is continued, even if Owner/Resident will be gone for a period of time. Owner/Residents will not be permitted to plant any vegetation in the Common Areas without written approval by the Landscape Committee. Major landscape feature changes such as trees and substantial garden beds that are visible to other Owner/Residents when walking or driving by shall receive approval first by the Architectural Review Committee to assure conformity with the community and to also ensure that the trees shall not hamper the view of neighboring Owner/Residents. ***Outdoor statues, lawn and garden ornaments, and decorative flags of any type are not allowed to be placed within view of passersby.***

Owner/Residents whose **front yard maintenance is provided by the Association** are requested not to make any changes to the front yard landscaping without prior approval of the Architectural Review Committee, since these changes may impact the charges that the Association must pay for the maintenance of the features. Small annuals or plantings that residents choose to make in their front yards are made at the Owner/Residents risk. The Association's landscape contractor cannot guarantee that their crews will not damage the feature during regular maintenance. This applies also to garden pots and decorative items. Owner/Residents are responsible for their rear and side yard maintenance.

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**Outdoor Deliveries**, such as bark dust, soil, sand, gravel, plants, fencing, and building materials are to be used promptly after delivery in Owner/Resident's driveway. All materials must be used or out of site within 14 days from delivery. At all times the material must be secured from wind, animals, etc. Owner/Resident is responsible for any cleanup required by the material delivery. No material may be left in the street overnight.

**Soil stabilization and drainage control** must be maintained. Owner/Residents are responsible for using silt barriers, maintaining appropriate grades (i.e.: maintaining contour of slope, retaining walls that confine and control fill so that it does not encroach onto neighboring property, cuts that do not undermine adjoining land) and providing proper drainage and plant life to minimize soil erosion and to control water run-off.

**Storm Drains** shall be kept free from accumulated dirt, gravel, and debris; this may necessitate the use of bio-bags or other appropriate material if Owner/Resident is doing landscaping, construction, etc.

**Structures** are to be kept in good repair at all times. This includes painting and repairing buildings, maintaining roofs, fences, decks and concrete surfaces.

**Rain Gutters** may not be directed to neighboring property or common areas. If a problem does impact a neighbor's property, it is that impacted neighbor's duty to resolve the dispute directly with the responsible Owner/Resident. If erosion, slope, drainage, or fill impacts a common area, street, or drain, the Association may become involved up to and including involving governmental agencies and/or legal proceedings.

**Noise** is regulated by local governmental agencies. If noise emanating from any Stonegate lot is disturbing another Owner/Resident, the complaining neighbor should either contact the offending neighbor directly or contact the local law enforcement agency to file a complaint. Because noise related matters are subjective, it is difficult for the Association to become involved or take a stand, unless the noise related matter creates a problem for the Community at large.

**Garden Implements, tools, children's outdoor toys**, etc are to be placed out of sight when not in use.

**Newspaper/Bulletin Boxes.** Receptacles for the receipt of newspapers or bulletins are prohibited.

**Portable Basketball Hoops:** Portable basketball hoops are to remain portable. Hoops that are in good repair and sound condition may remain on the driveway between the dates of March 1st through October 31st each year. Hoops must be put away between November 1st and February 28th. At any time of year, if the hoop is not being used consistently and actively, it should be put away. Hoops are not to be placed over the sidewalk, on driveway aprons or on the front yard landscaping. When hoops are put away, they are to be stored behind the fence or in the garage, out of the view of passersby.

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**RV's, ATV's, Boats, Trailers, and Commercial Vehicles**, are not to be stored on a street or in the Community for more than 48 hours with the following exceptions: (1) Within areas that may be designated for such purpose by the Board of Directors, (2) Within the confines of an enclosed garage, (3) Placed behind lot fencing with no portion of the vehicle projecting horizontally beyond the fence plain. If there is no rear or side fencing and the vehicle could be seen from a roadway, outside the Lot other than from the front yard, or by an adjoining lot Owner/Resident, then the vehicle must also be screened from view with fencing from that direction as well. Vehicles with a height in excess of 13'6" from ground to top shall not be parked within the Property except under exception 1, 2, or 3. Vehicles may not be used for storage of materials for more than forty-eight (48) hours without approval from the Architectural Review committee. Any vehicle in violation of this Article can be towed or impounded at Owner's expense.

**Flags and Decorations:** Holiday decorations may be displayed one-month prior and one month past the designated holiday as a general rule. Some flags and decorations may be considered inappropriate for the Community. If the Association receives strong negative comments the Owner/Resident displaying the items will be contacted and requested to remove them from community viewing.

- The flag of the United States of America is not considered a holiday or decoration flag. It must be on a pole designed for that purpose that is attached to the garage wing or post.

**Signs:** All signs are considered 'Short Term' signage and are to be used only during the construction or sale of a residential home or home site and must be removed upon occupancy or when the sale is complete.

**A. Size of Sign:** Preferred sign size is 18" X 24" and can be either suspended or attached to a 4 X 4 pressure treated lumber, painted black post or they can use a "push-in" type of company real estate sign.

**B. Installation:** Each sign must be professionally constructed and installed. Signs are to be installed parallel to the front property line. Each sign must be installed on its own post. Signs are not permitted to be placed in windows or attached to fencing, trees or other structures. Temporary or external bracing is not permitted.

**C. Placement of Sign:** Each sign must be placed on the Owner's Lot only. Off-site signage is prohibited. The grade at the sign location may not be built up for the purpose of increasing the height of the sign. All signs must be placed so as not to cause additional cost to landscape maintenance. The sign must not obstruct 'clear vision'.

**D. Number of Signs permitted:** Signage is limited to one sign per dwelling, which may contain sale information, realtor and/or Owner information. Two signs will be allowed during the construction period only.

**E. Condition of Sign:** It is the Owner's responsibility to ensure that the sign maintains an appropriate, neat, plumbed appearance at all times. It is the Owner's responsibility to straighten and maintain signs as needed or to remove signs that are not maintained or do

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not comply. Owners will be notified to remove such signs and must do so within 48 hours. Failure to do so will result in a fine of \$25 per day until the sign is removed.

**F. Improper Signs:** “For Rent” or “For Lease” signs are prohibited. Owners will be notified to remove such signs and must do so within 48 hours. Failure to do so will result in a fine of \$25 per day until the sign is removed.

**H. Directional and Informational Signs:** Open House signs may be displayed during the actual hours of the open house only. **Garage Sale** signs, personal signs, announcements, and other display materials must be removed at the end of the function. **Commercial signs** are not permitted in the community. No signage is to be placed in residence windows or on the Owner’s Lot, with the exception of Neighborhood Watch, Home Security, Pet Safety and Block Home Signs.

**G. Political Signs:** Political signs may be placed on Owner’s Lot only not more than thirty (30) days prior to an official election, but must be removed within three (3) days after the election.

**I. Sign Rule Exceptions and Removal:** Requests for exceptions to the Sign Rules may be submitted in writing to the Association for review and consideration on a case-by-case basis. The Association reserves the right to remove unauthorized signs without notice and/or require the Owner/Resident to remove the sign.

**Domestic Household Pets:** Pet Owners are responsible for knowing and obeying local leash laws regarding their pet, and cleaning up after their pets. Some animals (i.e. dogs) are required to be restrained with a leash, tether or other physical control device any time they are on public property. On private property, some animals are required to be restrained in a manner that physically prevents the animal from leaving that property. Pets are not permitted to be a nuisance to neighbors and the community. The city and county also have noise ordinances relating to animal noise. Owners of barking dogs are responsible for keeping their pets from disturbing the surrounding neighbors.

**Vehicles in Disrepair:** No Owner/Resident shall permit any vehicle, which is in an extreme state of disrepair to be abandoned or to remain parked for a period in excess of forty-eight (48) hours on the Owner/Resident’s Lot (unless screened from view); on the Common Area, or on any street a vehicle shall be deemed in an “extreme state of disrepair” when the Board of Directors reasonably determines that its presence offends the occupants of the area due to its appearance or continued inoperability. If any Owner/Resident fails to remove such vehicle within five (5) days following the date on which the Association mails notice to him, the Association may have the vehicle removed from the property and charge the expense of such removal to the Owner/Resident.