# RIDGEWOOD HOMEOWNERS ASSOCIATION

SUBDIVISION RULES 3/13/2017

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## DEFINITIONS, TERMINOLOGY

- 1. Association Ridgewood Homeowner's Association (RHOA).
- 2. Board The Board of Ridgewood Homeowners Association.
- 3. Unit A single family residential dwelling, garage and appurtenances.
- 4. Resident The occupant of a unit, whether owner or tenant.
- 5. Restricted Common Area Fenced backyard, patio and covered front porch of a unit which are reserved for the exclusive use of the resident of that unit.
- 6. General Common Area all Common Area other than the Restricted Common Area, including Pool Common Area.
- 7. Pool Common Area Pool, Clubhouse and any area within the fenced perimeter surrounding the pool.
- 8. Vehicle Automobiles, trucks and vans.
- 9. Adult Any person 21 years or older.
- 10. Homeowner Person or persons who are the legal owners of a Ridgewood Garden home.
- 11. Group Six (6) or more persons.

## PARAPHRASED EXCERPTS FROM THE DECLARATION AND THE BYLAWS

#### From the Declaration:

1. All owners, tenants and guests of units at Ridgewood are subject to and must comply with the provisions of the Declaration, the Bylaws and the Rules and Regulations.

Article 3, Page 6

**2.** General or Restricted Common Areas will be used only for the purpose for which they were originally intended. Any questions related to this will be resolved by the Board.

Article 5.04, Page 15

**3.** The Board may, from time to time and subject to the Declaration, adopt, amend and repeal rules and regulations, to be known as "Subdivision Rules".

Article 7.04, Page 16

#### From the Bylaws:

4. Each person who becomes an Owner or ceases to be an Owner shall notify the Association in writing within thirty (30) days, giving the date and recording data of the instrument transferring title, a copy of such instrument and addresses to which notices (for Homeowners) are to be sent.

Article 8, Page 13

#### **PARKING**

- 1. All Vehicles not parked inside of garages must be parked in designated parking areas. Vehicles must not be parked in front of garage doors.
- 2. All Vehicles parked outside of garages at Ridgewood must be in operable condition and be driven on a regular basis.
- 3. You are responsible for making certain your guests park in compliance with all regulations. All guests must park in designated parking areas.
- 4. Storage of Vehicles in the parking areas and on the streets of Ridgewood is prohibited. "Storage" is deemed as parking a Vehicle which is not driven on a regular basis, and not moving it for 10 days or longer. Any effort to circumvent this regulation is a violation. For example: Moving from one parking spot to another or off property and back on within a brief time period shall be considered an attempt to circumvent this regulation and, therefore, is a violation.
- 5. Vehicles regularly parked at Ridgewood may not have more than two axles.
- 6. Regular parking of commercial vehicles in the designated parking areas or streets of Ridgewood is prohibited. For obvious reasons, we, your neighbors, encourage parking of commercial-type and unsightly vehicles in garages, if in compliance with all other rules.
- 7. Any Vehicle too large to fit within a designated parking area is prohibited from being parked in Ridgewood with the following exceptions.
  - a. Commercial vehicles of individuals or companies performing a temporary service to Ridgewood or its residents, i.e. moving van, lawn service, plumber, etc.
  - b. Motorhomes, boats, trailers, RV's, etc. as provided in Rule #8.
- 8. Residents may park boats, trailers, motorhomes or other recreational vehicles in a designated parking area for a period of one week. The intent of this rule is to limit the time these vehicles are parked on Ridgewood property. Any effort to circumvent this

- regulation is a violation. For example: Moving from one parking spot to another or off property and back on within a brief time period shall be considered an attempt to circumvent this regulation and, therefore, is a violation.
- 9. Motorcycles, miscellaneous motorized vehicles (other than cars, trucks and vans i.e. scooters, atvs, go-karts, etc.) and bicycles must be parked and stored inside owners' garages. Motorcycles, miscellaneous motorized vehicles and bicycles are not to be parked or stored in parking areas or common areas.
- 10. Vehicles are permitted only on paved surfaces intended for driving or parking. Stay off the grass!
- 11. There is no parking allowed on the streets of Ridgewood. Park in garages or designated parking areas only.
- 12. Vehicle maintenance, except washing, is not permitted outside of garages.
- 13. Owners of vehicles in violation of parking rules will be given written notice that their vehicles are in violation and will be towed, at the owner's expense, if the violation continues past 24 hours.
- 14. Exceptions may be granted for special circumstances on a case-by-case basis. The Board reserves the right to waive enforcement if, in their opinion, there are circumstances which justify a waiver. This waiver shall only be for the specified period, and not excuse future violations. Failure by the Board to enforce any rule will not be deemed a waiver of the right to do so thereafter.

#### **PETS**

- 1. Pets at Ridgewood are subject to the ordinances of the City of Tulsa which relate to pets.
- 2. Animal feces must be removed immediately from the General Common Area.
- 3. Pets are not allowed in Pool Common Area.
- 4. Pets must not be allowed to stray into Restricted Common Areas other than your own.
- 5. You are responsible for damage caused by your pet or by a pet entrusted to your care. You are also responsible for pets belonging to your guests.
- 6. Pets must not be allowed to create a nuisance or make excessive noise.
- 7. Pets must not be tied or penned in the General Common Areas.
- 8. The first violation of these rules will result in a written warning. The second violation will result in the seeking of an injunction prohibiting further violations. You will be liable for any legal fees.
- 9. Every pet should always wear a collar and a name tag with the owner's name and telephone number on it. Animals without identification may be picked up by the City pound.

#### LEASING OF UNITS

- 1. The Unit owner is responsible for payment for repairs of exterior damage caused by the tenant's negligence or misuse.
- 2. The Unit owner is responsible for acquainting his tenant with the RHOA Declaration, Bylaws and "Subdivision Rules". The Unit owner is also responsible for the tenant's compliance with these rules.
- 3. The Unit owner is responsible for promptly furnishing to the Board the names of the tenant and family members, vehicles, the date of occupancy and the date the Unit is vacated.
- 4. The tenant and his family must familiarize themselves with the rules of Ridgewood. Minor children must be made aware of rules which apply to them.
- 5. Rooms within a Unit may not be subleased.
- 6. Leases for 30 days or less will not be permitted.
- 7. The Homeowner is liable for any damages caused by the tenant in the Pool Common Area. If the Homeowner elects to withhold the pool key from the tenant, the Board must be notified. The Board is not responsible for infractions.

#### **SWIMMING POOL**

The Ridgewood pool is for the enjoyment of all homeowners and eligible guests. To ensure this, the Pool Rules listed below apply.

The violation of any rule may result in immediate expulsion from the pool area and/or depending upon the violator's cooperation and severity of the violation, suspension of future pool privileges. Failure to cease violations and/or voluntarily leave the pool area when requested to do so because of a violation of these rules will weigh heavily in favor of suspension of future pool privileges.

#### **NO LIFEGUARD OR ATTENDANT ON DUTY.** Swim at your own risk.

- 1. The pool is for use from 7:00 a.m. to 10:00 p.m. Courtesy and respect for the homeowners whose homes are adjacent to the pool area is expected.
- 2. Failure to assure a pool gate is immediately latched after anyone in your party's entry or exit could result in permanent loss of pool privileges. Ridgewood HOA should be contacted about a faulty latch.
- 3. Pool upkeep and safety will meet Tulsa County and Oklahoma Departments of Health regulations and Oklahoma State Department of Health Rules for Pools (posted) supplement Ridgewood's rules.
- 4. Children younger than 14 must be accompanied by an adult. Children 14–17 must be accompanied by an adult or, contingent upon continued good behavior, may be permitted in the pool area without adult accompaniment if such child's parent or guardian has, in advance, secured, upon whatever terms it may require, the written consent of Ridgewood HOA.
- 5. Only homeowners and their guests are allowed within the pool area. However, renters may have access to the pool area at the discretion of the homeowner and with the permission of Ridgewood HOA. Homeowners are responsible for the actions and conduct of themselves and residents of their Units as well as the guests and children of either. Users are responsible for cleaning up the pool area after use.

- 6. Tulsa County Health Department Regulations and Ridgewood Pool Rules require that no more than 40 people be within the fenced pool area at any time. No persons or party may monopolize the pool, pool area or equipment.
- 7. Possession of a properly issued Pool Key Tag and pool key is required of someone present within the pool area and in your party. Upon request by any person, your failure to produce such Pool Key Tag in such fashion as to easily allow the Pool Key Tag number to be read is cause for immediate expulsion of all persons in your party.
- 8. Upon request by any person, failure to correctly indicate the number of persons in your party and to point out each such person is cause for immediate expulsion.
- 9. Proper care, use, and sharing of pool furniture is appreciated. Chairs sat upon by adults are, most often, of greater benefit than those garnered for the use of swimming children.
- 10. Proper attire is required. The following are **PROHIBITED** within the pool area: Alcoholic beverages, glass containers, cooking grills, smoking, public displays of affection, foul language and running or other dangerous activities.
- 11. Pets are not allowed in the pool area.
- 12. Reserving the Clubroom does not include the pool and fenced area.

#### **CLUBHOUSE**

- 1. Any adult resident of record may reserve the clubhouse for his or her use provided there are no past-due assessments, fines or revocation of privileges for that Unit. Reservations will be made on a first come, first served basis.
- 2. The board, with a quorum of at least three members, will take into consideration the Resident's past fines/penalties and consider the approval of the activity providing the following criteria are met:
- The Adult Resident requesting the reservation must guarantee constant on-site supervision of the activity.
- All SUBDIVISION RULES will be observed and followed at all times.
- The Adult Resident understands and agrees that any infraction of the SUBDIVISION RULES gives the Board or any member of the Board cause to stop the activity/event immediately. Further, the Board will also have cause to levy a fine and/or withdraw privileges from the Resident, according to the severity of the infraction.
- 3. During the event, the Adult Resident that reserved the clubhouse must be in attendance at all times. This Resident will be held responsible for any damage done or infractions committed.
- 4. Residents requesting clubhouse reservations must do so from the Social Chairman. A deposit of \$100.00 made payable to RHOA is required to reserve the clubhouse.
- 5. The Resident and the Social Chairman must jointly inspect the reserved clubhouse and agree upon the condition of the clubhouse before the clubhouse is used by the Resident. A key will be issued after the inspection.
- 6. The Resident and the Social Chairman must inspect the clubhouse when the Resident returns the key. After this inspection, the \$100.00 deposit will be returned, less the cost of any repairs and/or cleaning that may be necessary.
- 7. The Clubhouse, including appliances, furniture, etc. will be used in a respectful manner, taking all precautions to do "NO HARM" to any item owned by the Ridgewood Homeowners Association. If "HARM" is done, the Board has the right to hold the Homeowner responsible for replacement or repair.

#### "FOR SALE" SIGNS

- 1. For Sale signs are not permitted at the entrances to Ridgewood, the city street easements, or at any place beyond the fences of Ridgewood. Within Ridgewood, a standard real estate yard sign and/or a window sign inside the Unit being sold are permitted.
- 2. Open House signs will be allowed during the specified hours of the scheduled Open House (weekends only) not to exceed four hours per weekend. Only one unit per weekend may hold an open house. Signs may be used as follows:
  - a) Flag Pole area.
  - b) Parking area of Unit being sold.
  - c) In the window or on the door of the Unit being sold.
  - d) At the Ridgewood neighborhood entrances.

#### **MISCELLANEOUS**

- 1. **GARAGE SALES** will be held community-wide twice yearly once in the Spring and once in the Fall and every homeowner will have the ability to participate. There will be no other garage sales by any individual at any other time. Exceptions may be granted for special circumstances on a case-by-case basis. The Board reserves the right to waive enforcement if, in their opinion, there are circumstances which justify a waiver. This waiver shall only be for the specified period, and not excuse future violations.
- 2. **LANDSCAPING** plans must be approved by the Board before any planting in common areas is undertaken. These common areas include any area around the front and sides of each unit, the pool and clubhouse area, and any large plot of land not directly attached to a unit.

### RULES FOR MOVING OUT

It is the responsibility of the owner that is moving out or releasing tenants to notify the Secretary of the Association of any impending or occurring change of ownership or tenants.

Further, each Homeowner or lessee who vacates a Unit at Ridgewood is responsible for transferring the following items to the next resident.

- 1. A copy of Ridgewood's Legal Documents including the Declarations of Covenants & Restrictions and the Bylaws and a copy of Ridgewood's "Subdivision Rules".
- 2. Pool key.
- 3. Mail box key.
- 4. Garage door openers.

#### RULES FOR MOVING IN

It is the responsibility of each new homeowner or tenant to know the SUBDIVISION RULES as well as obtain a copy of the appropriate Ridgewood legal records.

In addition, all new owners/tenants must:

- 1. Provide the Board with valid proof of ownership or rental contract.
- 2. Provide the Board your local address, phone number, cell phone number, email and emergency contact information.
- 3. Receive necessary documents, keys, and garage door openers from previous owners. Note that if you do not get a pool key from the previous occupants, you will be charged the replacement cost by the HOA
- 4. Please note that RHOA insurance does not cover personal property, interior improvements and garage contents and other items. Interior insurance on your home and garage is recommended. Check the Declaration of Covenants, Conditions and Restrictions document to discern your exact insurance needs.