

**SUMMERFIELD HOMEOWNERS'  
ASSOCIATION**

**RULES AND REGULATIONS**

**Revised 2014  
Adopted by the Board -June 4<sup>th</sup>, 2014**

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# **SUMMERFIELD ESTATES HOMEOWNERS' ASSOCIATION**

## **RULES AND REGULATIONS**

**Revised December 2013**

1. The 2013 Amended and Restated Declaration of **Covenants, Conditions and Restrictions** for Summerfield Homeowners' Association, a Class I Planned Community, sets forth the conditions, restrictions, and limitations governing the ownership and use of the property by owners and their tenants and guests.
2. The 2013 Amended and Restated **Bylaws** of Summerfield Homeowners' Association, Inc. was organized to serve as the means through which the owners may take action with regard to the administration, management and operation of the Planned Community. The affairs of the Association shall be governed by the Board of Directors as provided in the Bylaws.
3. The **Rules and Regulations** are designed to carry out the purpose and intent of the CC&Rs and govern the conduct and activities of residents, homeowners, renters/lessees, and their guests. They can, and should be, changed or amended by a vote of the Board of Directors as the need arises.

## **MEMBERSHIP**

1. Summerfield Estates is a Class I Planned Community consisting of Lots and Common Property. When you purchase a Lot, your membership entitles you to use the clubhouse, recreational facilities, and common areas.

Homeowners in good standing retain all Summerfield Estates Homeowners Association privileges equally at all times.

2. Homeowner must be 55 years of age or older. However, there are Hardship Exceptions explained in Article 7.3 of the CC&Rs. Age must be verified by a driver's license or a birth certificate and placed on file in the Summerfield Homeowners' Association (SHOA) office to comply with state regulations for an "Over 55 Development."
3. All residents regardless of age are required to register with the SHOA office. Registration will include:
  - a. Proof of age verified by a driver's license or birth certificate.
  - b. Vehicle license plate(s) information.
  - c. Proof of Homeowner's insurance information.
  - d. Copy of front page of deed.
  - e. Emergency contact information.
4. Each Lot is entitled to one vote on all matters submitted to the membership for vote.
5. Owners will relinquish their membership privileges to renters. This needs to be registered in the SHOA office. (See section on Rental and Leasing)
6. Resale of Property: It is the responsibility of the seller to furnish the buyer with the following:
  - a. CC&R's (current copy)
  - b. Bylaws (current copy)
  - c. Rules & Regulations (current copy)

- d. Gate opener(s)
- e. Clubhouse key
- f. Mailbox key(s)

### **HOMES**

(including Garage Sales and Estate Sales)

[See Article 8 of the CC&Rs]

1. Each owner is responsible for obtaining, at owner's own expense, insurance covering the owner's property. [Bylaws 10.2] Insurance documentation must be registered at the SHOA office.
2. No noxious or offensive activity will be permitted on any lot which may be or may become an annoyance or nuisance to the neighborhood.
3. Noise from residences must be kept at a level which will not cause annoyance in neighboring homes. "Quiet Hours" should be courteously observed between 10 p.m. and 7 a.m. Sunday should be set aside as a quiet day. (Updated 9/14/16)
4. Laundry is not to be hung outside so that it is visible from a street.
5. Recycling and garbage containers should be kept in an area that is not visible from the street or another lot except on the evening before the day of pick up.
6. No open fires permitted on any lot per City of Eugene regulations. City fines could apply.
7. No person may discharge a firearm, pellet gun, bow and arrow, slingshot, or other weapon capable of injuring a person or wildlife.
8. Contractor Signs: When there is work being performed on your property by a contractor, they are not allowed to post their vendor signs in your yard.

9. Permitted Signs:
  - a. Property Address
  - b. Real Estate “For Sale” or “For Rent” signs ... not more than 24”x18” in size
  - c. Security System sign
  
10. No trade, craft, business, profession, commercial or similar activities may be conducted in any dwelling without the consent of the Board of Directors. However, an owner may:
  - a. Occasionally confer with business or professional associates, clients, or customers in the owner’s dwelling.
  - b. Use the Dwelling as a “home office” provided the clients, customers and employees do not regularly visit the “home office”.

### **GARAGE SALES AND ESTATE SALES**

1. SHOA-Sponsored Garage Sale: One (1) time per year only. Days and dates to be determined by a committee.
  
2. Estate Sales: With permission, upon request in writing to the Board of Directors.
  
3. Parking during Sales:
  - a. Be considerate
  - b. Do not block driveways
  - c. Allow access for emergency vehicles

## HOME RENTING AND LEASING

[See Article 8.16 of the CC&Rs]

1. An Owner must reside on his or her Lot for at least 12 consecutive months before renting or leasing their home.
2. An owner may not own more than one Lot.
3. An Owner may not rent or lease less than the entire dwelling and no dwelling is to be subleased without getting Board approval.
4. The Board has set a Rental Cap of no more than 5 lots being rented or leased. All renting and leasing agreements require Board approval.
5. At least one (1) renter or lessee must be 55 years of age or older and needs to sign an Age Verification and Acceptance of Responsibility form at the SHOA office.
6. **Written Request**. Any Owner who wants to rent his or her Lot shall submit a written request to the Board and provide the following:
  - a. The Owner's name and address of the Lot proposed to be rented or leased.
  - b. The proposed rental or lease term.

- c. Other information the Board may require. The Owner has the right to appear in person before the Board to discuss the request.
7. **Rental and Lease Agreement Requirements.** The rental or lease agreement must be in writing and provide that:
  - a. The agreement and tenants are subject to the provisions of the CC&Rs, Bylaws and Rules and Regulations.
  - b. The tenant may not sublease the Dwelling.
  - c. The tenant must comply with all applicable requirements of the Association documents.
  - d. Failure to comply with the terms of the documents constitutes a default under the agreement and the Association has the right to require the Owner to terminate the rental or lease agreement, to terminate the tenancy, and to evict the tenant.
8. **Copies of Documents Required to be Provided Tenants.**
  - a. The Owner shall provide the tenant with a copy of the CC&Rs, Bylaws, Rules and Regulations and any relevant amendments before the closing date so that the renter has time to read and understand all the documents.
  - b. The Owner shall take a receipt for delivery of the documents.
  - c. The Owner shall provide the tenant with a copy of any amendment, revision, change or supplement within twenty (20) calendar days of adoption.
9. **Information to be Furnished to the Association.** Thirty (30) days prior to the commencement of the rental or lease period, the Owner shall provide the Association with:
  - a. The name and contact information of the tenants.
  - b. Any information required by the Board.
  - c. A copy of the rental or lease agreement, managed by the Board.
  - d. A copy of the receipt for delivery of the documents. If the Owner fails to provide the receipt, the Association will do it and assess the Owner a reasonable charge for the cost incurred in providing the documents.
10. **List of Lots Rented or Leased**

The Association shall keep a list of all Owners currently renting or leasing a Lot, which shall include the Owner's name, Lot address and term of lease. The Association shall establish and maintain a priority list, identifying the Owner name, Lot address and date the written request was submitted.

## **11. Remedies**

- a. If a tenant has violated a rule, the Owner will be given notice and an opportunity for a hearing.
- b. The Board may require the Owner to terminate the rental or lease agreement, terminate the tenancy and evict the tenant.

## **12. The Homeowner**

- a. Will see that anyone living in their home is properly registered in the SHOA office. This is needed to abide by the HUD regulation regarding an Over 55 & Older Community.
- b. Will pay a \$50 fee before the commencement of the lease to cover the office record keeping necessitated by rentals. If this procedure is not complied with, the Owner is liable for a \$100 assessment.
- c. Will give gate openers and the Clubhouse and mailbox key to the renter/lessee.
- d. Has the ultimate responsibility for the conduct and actions of his renters/lessees and their guests.
- e. Relinquishes all rights to use the clubhouse, recreation facilities and common areas to the renter/lessee, unless they do so as the guest of a homeowner.
- f. May continue to attend all Association meetings.
- g. Will have one vote.

## **STREETS & DRIVEWAYS**

[See Article 8 of the CC&Rs]

1. The maximum speed limit on all streets in Summerfield Estates is twenty (20) miles per hour.
2. Cars, motorcycles or motor bikes without proper mufflers are not allowed within Summerfield Estates.
3. Only rubber tired vehicles are permitted.
4. Bicycles and in-line skates are permitted. However, no skateboards are allowed anywhere in Summerfield Estates.

5. No unlicensed driver shall drive motor vehicles within Summerfield Estates.
6. Two passenger vehicles may be parked in your driveway. However, an owner may not park any vehicle that is in an extreme state of disrepair, inoperable or with an expired license or without any license in the driveway, only within a garage. A vehicle is deemed in “disrepair” when the Board determines that its presence offends the occupants of other dwellings. The Board has the right to tow vehicles or equipment parked in violation and assess the towing and storage costs to the Owner as a Personal Assessment under Article 11 of the CC&Rs.
7. No oil changes, radiator flushing or motor repair is permitted on driveways and /or streets of Summerfield Estates.
8. All vehicles must yield right of way to pedestrians, bicycles, and wheelchairs and obey all traffic signs. Walking in the street is allowed.
9. Commercial vehicles shall use Summerfield Estates streets only between the hours of 7:00 a.m. and 7:00 p.m. Service workers are not allowed to bring pets or children into Summerfield Estates.
10. “For Sale” signs in or on vehicles parked on the street or in the common areas is not permitted.
11. Vehicles are not to be parked on the street overnight to allow access for emergency vehicles.
12. Any vehicles and/or attachments may not be parked in such a manner as to extend over or beyond a sidewalk or curb of a street.
13. Overflow parking is available in the clubhouse parking lot for a vehicle on a night-to-night basis by contacting the Chair of the Common Grounds Committee. Extension may be discussed if a need arises. The vehicle is to be parked at the Southwest end of the Clubhouse parking lot. A dated permit will be provided, to be placed on the vehicle dashboard/window.

## **ANIMALS**

[See Article 8 of the CC&Rs]

1. Permitted Animals:
  - a. Two (2) dogs or two (2) cats or one (1) dog and one (1) cat.
  - b. Fish in a properly maintained aquarium
  - c. A reasonable number of birds confined to a cage

2. An owner must apply in writing to the Board of Directors for approval to keep animals other than those listed. A decision of the Board is required.
3. Animals must be kept on a leash at all times when outside the dwelling unless in the homeowner's fenced yard.
4. Any inconvenience, damage or unpleasantness caused by animals is the responsibility of the respective Owner of the animal. Owners are responsible for the removal of all waste of their animals.
5. Pets are not permitted on another homeowner's property.
6. No animal may be permitted to cause or create a nuisance or unreasonable disturbance or noise.
7. Pets are not permitted in the pool area, tennis courts, clubhouse, RV storage area, or on common area lawns except for the "dog run."
8. The first offense will be brought to the homeowner's attention by verbal warning, the second offense will be a written Notice of Violation, and the third offense will result in a hearing before the Board.

### **CLUBHOUSE RULES**

[See Article 4.6 of the CC&Rs]

1. The Clubhouse and its facilities can never be closed to a homeowner in good standing.

2. Our Clubhouse is not available to outside interests under any circumstances, without Board approval. Clubhouse Parties, hosted by a Summerfield resident are under the guidelines set down on the subsequent page, which specifically prohibits “fundraisers or any commercial interest events.” The Board may agree to allow such events as self-improvement classes, lectures, or seminars that may involve outside interests as long as the sole intent of such meeting is not for the financial gain of either the outside interest or the Summerfield host resident. All such meetings must be approved by the Board in advance, and the Clubhouse must be reserved after Board approval is granted. A \$100 deposit will be held for the duration of the event to ensure proper cleanup by the host resident.
3. Only the kitchen and main room may be reserved for private parties and must be hosted by a Summerfield Estates homeowner.
4. No pets are allowed in any part of the Clubhouse.
5. No smoking is allowed in any part of the Clubhouse
6. Bathing suits or bare feet are not allowed inside the Clubhouse, with the exception of the pool area and the showers.
7. The Exercise Room is available only to homeowners.
  - a. Be sure to use the Sign-In Sheet.
  - b. You may open the door while you are exercising, but be sure it is closed when you leave.
  - c. Use the sanitizing wipes on the equipment that you use.
8. The Clubhouse Library is small but full of all kinds of books and puzzles. No need to check them out; just borrow as many as you want and when you bring them back, just put them in one of the two blue bins on the bottom shelf.
9. Clubhouse equipment and furniture may not be loaned out to anyone.
10. PARKING IS NOT ALLOWED IN THE CLUBHOUSE DRIVEWAY for more than 15 minutes to load and unload. Emergency vehicles need access to the Clubhouse at all times.

**CLUBHOUSE PRIVATE PARTY RULES**  
**Homeowner Hosts with Non Residents Attending**

1. No private parties shall take precedence over Summerfield regularly scheduled events.
2. A homeowner must host all private parties.
3. A homeowner will be charged \$25 for any party or family event.
4. All event requests require a deposit of \$100, refundable within 10 days following the event and inspection. This rule does not apply to any events sponsored by the Social Committee.
5. Reservations should be made 30 days in advance so it can be included on the monthly calendar.
6. Party hours are from 9:00 a.m. to midnight.
7. No alcohol will be allowed at any private party, or on the clubhouse property.
8. The number of people attending a party may not exceed 100, mandated by insurance and fire standards.
9. Only the kitchen and main room may be reserved for private parties given by a homeowner. The swimming pool, spa, billiard room, and exercise room are off limits for the Host and their guests during the party. The glass doors between the main room and the swimming pool area and kitchen pantry door are locked during the party.
10. Other residents of Summerfield may use the pool/spa or exercise room during a party.
  - a. Please enter through the side door entrance.
  - b. Please be considerate of what is going on in the main party room.
  - c. Please do not play music during this time.
  - d. Billiard room is off limits during this time.
11. All lights, fans, fireplace, and any other devices need to be turned off and/or returned to their normal status before leaving the area after the party. All doors must be locked.
12. The clubhouse is to be cleaned by 10am the morning following the party. Food and trash will be placed in trash bags, tied and placed in containers outside the clubhouse kitchen the same day or night of the party. Trash bags are to be provided by the homeowner. All food brought in needs to be removed from the refrigerator.
13. If you use the dishwasher, it is your responsibility to empty it.

14. Any repair cost will be charged to the homeowner hosting the party if it exceeds the deposit. The clubhouse committee, if necessary, will hire a janitorial service and the cost will be charged to the homeowner if the cost exceeds the deposit.
15. The coffee pots, dishes, silverware, etc. in the kitchen are available for use. However, the person giving the party must provide all other supplies.
16. If these rules are not followed, the homeowner will forfeit the deposit and may be unable to reserve for future parties.

**Clubhouse Private Party Rules – changed April 2015**

## **SWIMMING POOL and SPA**

### **1. SWIMMING ALONE IS PROHIBITED.**

The “Do Not Swim Alone” rule is one of the basic rules of swimmers. It is a basic safety precaution to protect ourselves from getting into trouble. As most of us here at Summerfield have aged and are probably on various medications, there is even more reason to be careful when swimming.

2. No person shall use the spa alone.

3. A cleansing shower is required.

### **4. Pool and Spa Rules for Adults:**

a. Homeowners, if accompanied by another person, may use the pool and spa at ANYTIME.

b. You must SIGN IN before entering the pool or spa. Keeping track of how many people use the pool and spa each day helps the Pool Committee monitor the required maintenance.

c. No guests are allowed in the pool at any time without being accompanied by a homeowner.

### **5. Children under 18:**

a. Pool hours, with adult homeowner supervision, are:

i. 3:30-5:30 p.m. Monday-Friday

ii. 1:00-3:00 p.m. Saturday & Sunday

b. Children must have adult homeowner supervision at all times.

c. Swimmers who are not toilet trained must wear a swim diaper.

d. No children under the age of 10 are allowed in the Spa. (Updated 9/14/16)

6. If it is 90 degrees outside, you may open the doors or windows, but CLOSE them when you leave. The AC comes on at 90° inside. Our system is set up so that the air in the room is 2-3 degrees warmer than the water.

7. No food, alcohol or glass containers are allowed in the pool area.

8. Running, horseplay, or acts normally considered unsafe are not permitted. No one is allowed to hang or jump from the dividing rope in the pool.

9. The pool area must be left clean. A trash can is available for this purpose.
10. Swimsuits are required (no cut-offs).
11. Small items (such as coins, etc.) must not be thrown in the pool as they clog the water lines. Large floating devices or blow-up toys are not allowed in the pool.
12. The Homeowner is responsible for leaving the Shower/Restroom(s) clean.
13. Be sure to SIGN OUT.

\* \* \*

14. Rules covering both Pools and Spas are detailed in Oregon Administrative Rules, Chapter 333 and are administered by the Health Division, Oregon Dept. of Human Resources.
15. The regulations from the Summerfield Homeowners' Association are in compliance with the Oregon Administrative Rules (OARs).
16. The State and Oregon Health Division regulations must be adhered to with regard to the Pool and Spa.

### **TENNIS, BASKETBALL COURT & HORSESHOE PIT**

1. Proper shoes must be worn on the court.
2. Glass containers are not allowed on the court.
3. Court hours are 7:00 a.m. to 9:00 p.m.
4. Guests may use the Tennis court and Horseshoe pit with homeowner present.
5. Inline skates are not permitted on Tennis/Basketball court.
6. Court gate is to be locked when not in use.

## **ARCHITECTURAL REVIEW COMMITTEE (ARC)**

[See Article 9 of the CC&Rs]

Under the Architectural Standards and Guidelines, ARC is responsible for approving:

- Dwelling limitations, size and installation
- Garages and driveways
- Location of fences, hedges and other plantings
- Chimneys, chain link fences and storage sheds
- Satellite dishes
- Landscaping

### **Projects that Need ARC Approval**

ARC approval is needed for anything that changes the exterior of your home and property or landscaping (other than the normal yard upkeep such as weeding, pruning, mowing, etc.).

Examples are:

1. Adding, changing, or removing a gate, deck, patio, breezeway, patio cover, or cottage stones, etc.
2. Installing exterior antennas, satellite receivers, or transmission dishes.
3. Adding a storage shed. No metal storage sheds are allowed.
4. Adding a fence. No metal cyclone fences are allowed, unless vinyl clad.
5. Changing your home's original color scheme or re-roofing. If you want to change your home's original paint color scheme, you'll need to submit a set of color samples as well.

6. Adding/removing trees, shrubs, lawn, or changing the existing landscaping for front and back yards.

### **Landscaping Required by Owner**

1. Both front and backyard property should be well maintained at all times.
2. Lawns need to be kept mowed, not to exceed 4 inches, trimmed, fertilized and watered.
3. Flower beds and other areas must be kept weed free, including the curbing area between the sidewalk and the road.
4. Trees, shrubs and plants are to be pruned and maintained.
5. All hedges must be kept trimmed at 6 feet or less depending on location.
6. Plants or shrubs or any visual barrier in front of your home should be kept below 3 feet in height. Trees cannot cause a visual safety hazard.
7. All dead plants or shrubs should be removed as soon as possible.
8. Plants that harbor or spread disease or harmful insects are not allowed, nor are plants such as vines, English Ivy, berries, etc. that encroach onto neighboring properties.
9. When you do yard clean-up, do not wash leaves, clippings, debris, gravel, etc., into the street drainage basins.
10. If your property borders Terry or Barger Street, all plantings must be kept away from the perimeter fence so it can be checked periodically for repairs or painting by the Association. As of 9/29/03 the perimeter fence is “solely the property of Summerfield Homeowners’ Association, which is singularly responsible for inspecting, altering and maintaining said fence”.
11. Power washing of your driveway, sidewalks and patio to remove dirt and mildew is encouraged. Products such as 30 Seconds work well. All residue that goes into the street must be removed.
12. Do not blow leaves and debris into other people’s yards or into the street.

### **ARC Approval**

Please submit a copy of your request to the ARC Committee “mailbox” located in the hallway of the clubhouse. Include all pertinent information, such as:

1. Your name, address, phone number, and Lot number.
2. A brief description of your request, including the materials to be used, dimensions, etc., as well as a rough drawing or schematic if applicable.
3. Call the ARC Chair or any ARC member to let them know you have submitted a request.

### **ARC Decision**

1. ARC will approve or deny the request in writing within fifteen (15) business days. If you're on a "time crunch," give the Chair a call to see if approval can be sped up.
2. If the request is denied, the Owner may appeal to the Board of Directors within ten (10) days of the denial. The Board shall make a final, conclusive decision in writing within twenty (20) days of the appeal.

## **COMPLIANCE & ENFORCEMENT**

[See Article 12 of the CC&Rs]

**HOMEOWNER COMPLAINTS:** If a Homeowner has an issue or complaint pertaining to another Owner or his Lot, they may:

1. Contact the Homeowner and discuss the concern.
2. Call the ARC Chair or the designated Board Contacts.
3. Write up the complaint, sign, date, seal, and slip it into the Clubhouse office door slot. It will be kept confidential and given to the Board Contacts or ARC Chair.

## **DISPUTES AMONG OWNERS**

1. Any dispute among owners concerning the provisions of our rules may be referred in writing to the Board of Directors for resolution.
2. The Board, in its sole discretion, has the option to hear the dispute or decline to hear the dispute.

## **DAMAGE TO COMMON PROPERTY**

1. If damage is caused to the Common Property due to the neglect of an Owner, the Owner shall pay for the damage as determined by the Board of Directors.
2. The Board shall give an Owner written notice and an opportunity to be heard.

3. The amount determined by the Board shall be an assessment against the Lot and the Owner will be held responsible for the damage.

**BOARD ENFORCEMENT:** If a written violation comes to the Board, the Homeowner will:

1. **First occurrence:** Be given a verbal warning.
2. **Second occurrence:** Receive a Notice of Violation letter.
3. **Third occurrence:** Receive a Notice of Hearing letter and have the opportunity to appear before the Board to present his/her case.

If the Homeowner continues to violate the rules, the Board of Directors may:

1. Levy reasonable fines.
2. Enter the lot and abate and remove, at the expense of the Owner, the thing or condition that may exist. The Board may not be deemed guilty of any manner of trespass.
3. Use appropriate legal proceedings.
4. Terminate the right to use the recreational and service facilities of the Planned Community until the violation has been corrected.
5. Bring suit or action against the Owner on behalf of the Association.
6. Do any of the actions in conjunction with each other.

### **LIENS, ASSESSMENTS, COSTS AND FEES**

This information is covered in the CC&Rs § 12.3 and § 12.4.

### **GUESTS of SUMMERFIELD HOMEOWNERS**

1. Children under the age of 18 may reside with a homeowner on a temporary basis for up to 14 nights during any three-month period. Extensions must be approved by the Board. As a courtesy, the Homeowner should inform the Board anytime a Guest is staying over a week.
2. Guests may use the Billiard room, if 18 or older, but must be accompanied by a homeowner at all times.
3. Guests may use the Tennis, Basketball Court and Horseshoe Pit if a homeowner is present.
4. Guest Swimming Pool and Spa Rules:
  - a. A shower is required.
  - b. Homeowners and their guests are required to sign in before entering either the pool or spa.

- c. No guest is allowed in the pool at any time without being accompanied by a homeowner.
  - d. No running, rough housing or diving.
  - e. No one under 10 is allowed in the spa at any time. (updated 10/5/16)
5. RV Parking for Guests:
- a. Regardless of where a guest RV is to be parked within the Summerfield Estates complex, it is the responsibility of the homeowner to request permission for guest RV parking and to obtain a “Guest RV Parking Permit” from the RV Committee Chair or its designate in advance of the guest’s arrival. The “Guest Parking Permit” must be displayed in a prominent window of the RV.
  - b. Guests of homeowners may park an RV in the homeowner’s driveway if the RV does not extend into the sidewalk or street. If the RV does not fit in the driveway, it must be parked in the RV storage lot in a space designated by the RV Chair, if space is available. If space is not available, it may be parked at the southwest corner of the Clubhouse parking lot.
  - c. Guests may sleep in their RV at night but the operation of generators is prohibited.
  - d. Guest RV parking permits may be issued for a period of three (3) nights. If additional nights are needed, the homeowner may apply for one (1) three-day extension only.
  - e. When the RV storage area is used, the guest must make arrangements to move his/her RV in case a homeowner’s RV space is blocked or access is impaired in any way.
  - f. The homeowner has the ultimate responsibility for the conduct and actions of his/her guests while such guest’s RV is parked within the confines of Summerfield Estates. Further, the act of parking a guest RV within the confines of Summerfield Estates signifies that the homeowner and his/her guest agree to indemnify and hold the Summerfield Homeowners’ Association and its agents harmless from any and all claims, causes of action, liabilities and damages of any kind and nature, whether known or unknown, including attorney’s fees and costs of defense or settlement, arising out of the resident’s guest’s use of Summerfield Estates parking and storage facilities or while parked in the resident’s driveway.

## **RVS, BOATS, UTILITY TRAILERS AND OTHER VEHICLES**

1. RV and boat/trailer storage areas space rental:
  - a. There will be a monthly charge for RV or boat space rental. Only Class A, B & C motor homes, fifth-wheel trailers, and travel trailers qualify as an RV. However a boat may be stored in covered storage at the same rate as RV's but if a space is needed for a homeowner who has purchased an RV then the last boat in will be required to move out. That boat will then be stored in the boat yard at the outside rate. If space not available in the boat yard, it can be stored on a temporary basis in the RV outside storage until a space becomes available. Passenger vehicles i.e., automobiles pickups, vans or motorcycles may not be stored in an RV space.

Exception; a passenger vehicle may be parked in the renter's empty space during the daylight hours while an RV or boat is being serviced elsewhere.

- b. Tent trailers, camper vans, pickup mounted campers, boats, utility trailers, pickups and autos, plus vans and pickups too large to fit in a garage must be stored in the Boat & Trailer area. Stored vehicles must be in running condition.
  - c. Homeowners must own a currently registered RV to qualify for a rental space. There will be a monthly fee for covered or uncovered storage. Renters of spaces with electrical meters will be charged for all electricity. The billing will be on a quarterly basis. If a renter wishes not to use the meter, he/she may request that the RV Chair install a padlock on the outlet box to prevent its use. The RV must be parked as to allow for reading and servicing the meter and electrical box.
2. To rent a space in the RV or boat and trailer storage areas, one must be a Summerfield Estate resident homeowner. No renters or guests shall qualify. If a resident's home is leased out or rented out, he/she forfeits the rented space.
  3. RV spaces cannot be subleased or rented. Spaces are not transferrable from homeowner to homeowner. RV spaces may only be loaned (to another Summerfield homeowner with a currently registered RV) for a period of six months per calendar year with written permission from the homeowner loaning the space. A copy must also be given to the SHOA Office and to the Chair.
    - a. **Waiting List:** Names are placed on the waiting lists in the order they are received by the RV Committee. Residency seniority has no bearing on the order. If a space becomes available and resident is first in line, he/she will be notified in person or by phone or by mail of its availability. The resident will have 30 days to accept or decline. If after the 30 days he/she does not respond, the space will be offered to the next person in line. If he/she accepts, the rental time and billing date will start on the first day of the first full month the space became available.
    - b. If a resident on the Waiting List plans to be out of the area and wishes to be notified if a space becomes available, it is his/her responsibility to notify the RV Committee and to provide it with a phone number, address, or email address where he/she can be reached.
    - c. If a resident expects to be out of the area for an extended time, he/she may opt to waive notification and must then provide the RV Committee a letter stating that he/she wants the space when it becomes available and that he/she is willing to make rental payments from the first full month it becomes available.

4. Renters of a storage space may not exchange spaces without approval of the RV Committee nor will the RV Committee exchange spaces of renters without approval of effected parties.
5. The space renter must provide a copy of current RV registration, proof of liability insurance, and a signed copy of the "Release and Hold Harmless Agreement" to the RV Committee. This information will be kept in the personal files of the renter in the SHOA Office. Registrations and insurance must be kept current in order to retain the use of the storage area.
  - a. If an RV is sold and a new one acquired, the owner must notify the office and RV Committee within 30 days.
  - b. In order to retain a rental space, the owner has 60 days to replace his/her RV when he/she sells a previously registered RV.
  - c. If an RV is sold and not replaced, the owner must notify the RV Committee and relinquish the rental space within 30 days.
6. The space renter must keep the space, stored item, and surrounding area neat and clean. No personal or storage items are allowed. Wheel chocks will be allowed in covered and outside spaces and one small carpet for the door area will be allowed in covered areas.
7. No person under the age of 18 shall be allowed in the RV or boat storage areas unless accompanied by an adult. Pets are not allowed (except to board) in RV and boat areas.
8. These RV and boat/trailer rules shall be applicable to all space rental agreements, past and present, between the owners and SHOA. An agreement to rent a space is an assumed agreement that the renter will follow all these rules. Any disregard of these rules can result in the loss of rental privileges.
9. The RV Committee may make short term exceptions to the RV, boat/trailer rules on an as needed basis.
10. RVs, boats, utility trailers and commercial vehicles may not be visibly stored on private lots at any time, except as provided by rules #11 and #12. If a vehicle is too large to park in the garage, it is too large to park in the driveway. If space is available, it could possibly be parked in the boat storage area.
11. No RV curbside parking is permitted in Summerfield except as provided by rule #12. No permanent RV parking is permitted anywhere but in a designated RV storage area. A homeowner may park his/her RV in his/her driveway for a period of 24 hours for loading and unloading purposes. A 24-hour extension may be obtained from the RV Committee.
12. Owners with limited driveway access will be allowed one day of daylight curb parking in front of the residence, PROVIDED OWNER IS PRESENT AT ALL TIMES TO

IMMEDIATELY move the RV in case of emergency. Overnight curb parking is prohibited.

13. Temporary RV parking at the Clubhouse parking lot is under the jurisdiction of the RV Committee. The owner must obtain a Temporary RV Parking Permit from the RV Committee. The permit must be displayed in a prominent window of the RV. The RV can only be parked at the Clubhouse if space is not available in the RV storage. Guests may sleep in their RV, but hookups and generators are not allowed.
14. For more information on **Guest RV Parking**, see the section on Guests on page 21.