

Westwood Village Homeowners Association, Inc  
Post Office Box 1941  
Sandpoint, ID 83864

<http://WestwoodVillage.us>

Manager's Phone (208) 263-2618

## **Rules and Regulations**

Updated: February 1, 2022

Westwood Village Homeowner Association (WVHA) is made up of privately owned homes. It is not a resort. Many units are occupied year-round. These Rules and Regulations are established to preserve the excellence in appearance and atmosphere preferred by the Association membership.

**Owners are responsible for their guests, renters, and rental agent compliance with Westwood Village's Rules and Regulations.**

Reasonable exceptions to these Rules and Regulations can be allowed by Westwood's manager if consulted in advance.

Complaints about violations of these Rules and Regulations should be directed to the owner or agent of the related unit first. Contact Westwood's manager if necessary during working hours. Call 911 in case of emergency. Complaints about Short Term Rentals can also be sent to the City of Sandpoint Planning Department.

The current version of this document and the related Policies and Procedures referenced below are available at the Association's website; <http://WestwoodVillage.us>.

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Where any conflict exists between this document and the recorded CC&R, the latter takes precedence

## **Liability**

Westwood Village recreational facilities are to be used at the risk of the owners, renters or their guests. The Association assumes no liability for any injuries sustained.

## **Fines**

1. Violations of these Rules and Regulations may be subject to a fine for each infraction.
2. The manager should be notified of problems or suspected infractions during normal business hours.
3. Fines may be levied against the owner of a unit by the Board of Directors for infractions caused by the owner, renter, or guest.
4. The Board will set a meeting date at least 30 days after notification to the owner where the issue will be discussed and fines may be assessed.
5. The Board will notify the owner by personal service or certified mail of the issue, along with the time, date, and location of the meeting.
6. The Board will consider the current issue, previous complaints, previous fines and their amounts, as well as the urgency and effectiveness of an owner's effort to remediate problems when it decides if a fine is appropriate, and what the amount should be.
7. The Board reserves the right to assess a fine appropriate to the infraction, but establishes \$50 as a minimum, except as noted below.
8. Continued non-compliance may result in an additional minimum of \$10 assessed per day until the problem is corrected.

## **General Rules**

1. Motor vehicle speed is restricted as posted, which will not be more than 15 MPH.
2. Owners, renters and guests shall have due regard for the peace, comfort and enjoyment of others. Music and entertainment devices and instruments shall be played at a reasonable volume and time.
3. It is prohibited to hang garments, rugs, etc. from windows or from facades of the buildings.
4. Personal effects such as bicycles, baby carriages, packages, boxes, shall not be allowed to remain in the Common Area, or to obstruct halls, stairways, walkways, or driveways.
5. Items stored on Limited Common Area (decks, patios, etc) must be kept neat in appearance. Storage coverings should be consistent with exterior colors.
6. No exterior signs (including house numbers) are permitted except as provided by the Association. Only one "For Sale" or "For Rent" sign may be displayed from the interior of a unit so that it is visible to the Common Area. The sign may be no larger than 12" X14".

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7. No buildings or structures, including fences and walls, may be erected or placed on the exterior structures or on the Common Area.
8. All leaking faucets, toilets, tubs and showers and/or defects or potential defects in the units, or any appliance not in good working order shall be promptly repaired or replaced by the individual owners at the owner's expense. The owner of a unit causing damage to other Westwood property is fully responsible and liable for the cost of repairs.
9. Firewood shall be stored in garages wherever possible. When not practical, firewood may be stored in locations not visible from the Common Area, provided the manager has approved the location.
10. Trash and recyclables should be deposited in collection bins or kept in units until the weekly collection day established by the manager. Bins should be removed within 24 hours of collection.
11. There shall be no explosives or fireworks detonated at Westwood without prior approval of the Board of Directors.

## **Construction and Remodeling Projects**

1. Owner projects that impact the Common Areas visually or with construction noise may not be worked from the beginning of Memorial Day weekend in May until after Labor Day weekend in September except as approved by the Board of Directors.
2. Owners will consult with Westwood's manager and the Design Committee Rules before beginning a project affecting anything beyond the paint, interior window trim, flooring, or decorations in a Unit. The Design Committee Rules are available at the Association web site.
3. Permits required by the City of Sandpoint must be obtained and a copy provided to Westwood's manager prior to commencement of work.

## **Exterior Hot Tubs / Spas**

1. Design Committee approval is required prior to installation
2. Installation must be in accordance with WVHA Policies and Procedures
3. Must be locked when not in use by owner
4. Must not be used by persons under 12 years of age without supervision

## **Pets**

1. A pet must be under the control of the owner at all times.
2. Defecation on the Common Area is to be immediately removed and properly disposed of by the pet owner.
3. Renters are allowed a single pet with a signed lease of at least one year.

## **Vehicles and Parking**

1. Each unit is limited to two parking spaces, excluding garages.
2. Vehicles may not be left in the Common Area for storage.

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3. Vehicles must be moved from parking areas to facilitate snow removal and Westwood Village maintenance.
4. Overnight Recreational Vehicle parking is prohibited.
5. Boat trailers (whether empty or carrying a boat) are not to be parked in the Limited/Common Area. A 24 hour exception is allowed for owners or renters preparatory to launching, retrieving, or servicing a boat or personal watercraft.
6. Moving trucks, trailers or portable storage units are not to be left overnight in the Limited/Common Area. A 24 hour exception is allowed without management approval.

## **Amenities**

Amenities (clubhouse, tennis courts, pool, putting green, etc.) are for the use of owners and renters, and their guests. Use of the amenities for an event expecting 8 or more people must be approved in advance by Westwood's manager.

1. A written request will clearly state that all parties involved in the request hold Westwood Village Homeowners Association and its membership harmless from all extra costs and liabilities incurred as a result of the gathering. The manager will determine whether or not additional insurance is required.
2. The manager may require a damage deposit of \$100 with the written request. The deposit shall be returned in total if no damage is noted or cleanup required after inspection by the manager.
3. Events are limited to 25 guests.
4. Owners and renters do not count as guests.
5. The requester should ensure the approved event is listed on the reservation whiteboard in the meeting room.
6. Requesters will limit the use of the swimming pool to 10 guests at any one time.
7. Requesters will limit the use of the sun deck to 10 guests at one time.
8. Tennis court usage will continue to be governed by existing Rules and Regulations.

## **Pool Rules**

1. An adult must accompany children under 12 years of age in the pool area.
2. Lap swimmers may ask for a lane to be cleared.
3. Owner or renter must accompany guests at all times.
4. Diving is not allowed.
5. All swimmers, including infants must wear proper swimwear. No cutoffs or diapers are permitted. Swim diapers are allowed.
6. No pets are allowed in the pool area.
7. No horseplay is allowed. No inflatable boats or air mattresses are allowed. Balls not intended for a pool are not allowed. If pool attendees request removal of small inflatable toys, the swimmers are required to remove it.
8. No glass or food is allowed. Beverages in cans or plastic are permitted if disposed of properly.

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9. Use earphones for playing of sound devices in the pool area.
10. The gate must be locked after entering and exiting.
11. Pool area is normally closed from 10pm to 9am, and during maintenance.

## **Tennis / Sports Court**

1. No offensive language.
2. Owner or renter must accompany guests at all times.
3. No shoes that mark the courts are permitted. (E.g. running shoes).
4. No glass or food is allowed. Beverages in cans or plastic are permitted if disposed of properly.
5. No pets are allowed inside the court area.
6. No wheels are permitted on the courts
7. Courts are to be kept locked.
8. Courts will not be used from 9pm through 8am.

## **Lawn and Seawall**

1. No motorized vehicles or motorbikes are allowed on the lawn except for Westwood Village maintenance vehicles.
2. It is prohibited to water ski from the beach, seawall or sun deck. A floating platform is provided for this purpose.
3. No boats are to be tied to the seawall or docks.
4. There is a 5 MPH speed limit for all motorized watercraft operating between the floating platform and the shoreline.

## **Boat Slip Rentals**

1. The Association reserves the right to refuse and/or terminate a boat slip rental agreement at will.
2. Except where preferences are indicated below, slips are rented on a first come, first served basis.
3. Boat slips are rented seasonally. There shall be no short term or overnight rental of boat slips.
4. Slip fees and application requirements are spelled out in the boat slip lease agreement available at the Association's website.
5. During the season, if a Westwood Village owner requests a slip, slip renters that are not Westwood Village owners may be required to surrender theirs. A pro-rated refund will be provided.
6. A portion of the slips are equipped with covers that were purchased and continue to be maintained by renters of those slips. Prospective renters of a covered slip must negotiate separately with the vacating renter to purchase the slip covering. The Association reserves the right to have the covering and apparatus removed if necessary.
7. Slip assignments from the previous season will be carried forward as long as sufficient slips are available.

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8. Only one slip rental per Westwood Village unit, unless there are extras.
9. Only one slip rental per unit at the owner rental rate.
10. The renter of the slip must be the owner of the boat, except where a Westwood homeowner rents a slip to include with rental of their unit as a package.
11. Slips will be assigned in the following order. Applicants in each category will be ordered by seniority as previous slip renters at Westwood Village.
  - a. Westwood Village owners.
  - b. Westwood Village homeowners renting their unit and a boat slip as a package. The unit renter must register with the Westwood manager to show proof of ownership and insurance for the boat prior to use of the slip.
  - c. Renters of Westwood Village units.
  - d. Westwood Terrace owners.

## Homeowner Insurance

1. Owners are required to carry a minimum of \$300,000 liability insurance on their unit(s).
2. Owners that allow friends and family to use their unit must ensure the policy provides coverage.
3. Owners shall provide proof of insurance upon renewal by having (at a minimum) the cover page of the policy delivered to our accountant. See note 1 below.
4. Failure to provide proof of insurance within a month of renewal will result in a \$25 fine.
5. Failure to carry liability insurance will result in a \$25 fine for the first month.
6. The Board may adjust the fine for repeated infractions.

## Unit Rentals

1. Owners must comply with Sandpoint City Code when renting their units for 30 days or less (short term rentals).
2. One night rentals are prohibited.
3. Owners of short term rentals must provide a copy of their City permit to Westwood's manager prior to renting and upon renewal.
4. Short term rental owners will post a Board provided summary of information in a prominent location in the unit
5. Sub-rentals or sub-leases are not allowed.
6. Westwood's manager must be notified in advance of each unit rental. The information will include the number of children and adults, name and contact info for the primary renter, and related vehicle make, model, and license info.
7. The owner and/or agent's contact information for the rental period must be provided to Westwood's manager and owners/occupants of neighboring units.
8. Homeowners who rent their unit must additionally provide proof of \$300,000 liability insurance that covers rentals. See note 2 below.

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## Homeowner Dues

1. Our accountant must receive payment for dues and assessments by the 20<sup>th</sup> of each month.
2. Late payment will result in a \$25 fine.
3. The Board may adjust the fine for repeated infractions.
4. A lien against the property will be filed if an account is 60 days late.

### Notes

1. Insurance companies can usually add the address of our accountant to your policy, resulting in a copy of the policy declaration page being delivered upon renewal.
2. If the declaration page for the policy does not indicate coverage for rentals, email from the insurance company agent to Westwood's manager and accounting firm can be used as proof.