

SHERWOOD MANOR HOMES ASSOCIATION
RULES AND REGULATIONS

ARTICLE I
INTRODUCTION

SECTION 1.1. Purpose

These rules are made for the purpose of governing the affairs of Sherwood Manor Homes Association and are subject to the Governing Documents, to include the Bylaws and Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs) of Sherwood Manor Homes Association. The CC&Rs and Bylaws allow the adoption of Rules and Regulations consistent with the Bylaws and CC&Rs and also allow for the establishment of penalties for infractions inconsistent with the Bylaws, CC&Rs and Rules and Regulations.

SECTION 1.2. Date of Adoption

The proposed Rules and Regulations were mailed to the membership for the required 28-day review and comment period on July 31, 2019. These rules and regulations were approved following a majority vote of the Board of Directors of the Sherwood Manor Homes Association at a meeting of Directors held on June 20, 2019.

ARTICLE II
DEFINITIONS

SECTION 2.1. Definitions

For definition of words or terms incorporated into this document, reference Sherwood Major Homes Association's Bylaws and CC&Rs (Governing Documents).

ARTICLE III
PURPOSE AND REINFORCEMENT

SECTION 3.1. Purpose of Rules

The purpose of these Rules and Regulations is to clarify current conditions and restrictions established by the Governing Documents, as well as to provide enforcement remedies, including penalties, that may be used for fair and equitable application of these documents. These Rules and Regulations do not supersede the Governing Documents of the Association; rather, they support and implement specific components of the CC&Rs. The Governing Documents will control in the event of any discrepancy or conflict with these Rules and Regulations.

SECTION 3.2. Measures to Remedy an Infraction or Violation

The Association may apply any or all of the following measures (Penalties) to remedy an infraction or violation of the CC&Rs.

- A. **Monetary Penalty.** The Association may levy a monetary penalty for any uncorrected violation of the Governing Documents or Rules and Regulations. Penalties will be based on the severity and frequency of a violation's occurrence. The property Owner is responsible for payment of all monetary penalties.

- B. Commencement of Monetary Penalties. Monetary penalties imposed for any uncorrected violation of the Governing Documents and/or Rules and Regulations will commence on the date of the violation hearing during which the violation is determined to be uncorrected.
- C. Notification of Monetary Penalties. The property Owner will be notified of any imposed monetary penalties in writing via U.S. mail. Notification will be made within fifteen (15) days of the hearing.
- D. Continuing Violations and Penalties. Through the hearing process, the Penalty may be doubled or increased in increments for any violation determined to be ongoing or to re-occur on an intermittent basis within a 12 month period.
- E. Prohibited Use of Recreation Facilities. As determined by the CC&Rs, use of the recreation facilities may be suspended for an owner and that owner's family, tenants and guests as a Penalty for violation of the Governing Documents or Rules and Regulations.
- F. Suspended Voting Rights. Voting rights of any Owner may be suspended as determined by the Governing Documents.
- G. Waiver of Penalty. Upon finding that a Member has complied or for other good cause, the Board of Directors may waive a proposed penalty or rescind a currently imposed penalty at any time.
- H. Extensions and Exemptions. Any Member may apply for a time extension or an exemption from a rule. An application for extension or exemption is to be made in writing prior to or during the scheduled violation hearing. Requests are to be made to the Board of Directors through the management company. The Member will be provided with the Board's decision in writing.
- I. Enforcement. The Association shall be entitled to reimbursement for attorney's fees and cost incurred in any legal action deemed necessary by the Board to enforce the CC&Rs, including attorney's demand letters to Homeowner to case a CC&R violation where one exists. (CC&Rs: Article VIII, Section 1.c) The prevailing party in any legal action is entitled to recover legal fees as provided in current California Law. (CC&Rs: Article IX, Section 1)

SECTION 3.3. Violation Notices and Hearings

Reported violations shall be verified by a Board member or a representative of the Board. Notices and hearings on alleged violations shall comply with the following procedures.

- A. Notice before Hearing. Prior to the next scheduled hearing, the Owner of the lot shall be given neither less than ten (10) days nor more than thirty (30) days' notice of the alleged violation unless the Owner waives such notice. Notice shall be given either personally or by mail. The notice shall contain the date the violation was observed, a description of the violation, the expected remedy date, and contact information for questions or further information.
- B. Schedule for Hearing. If the violation is not resolved by the expected remedy date, the Owner will be scheduled for hearing and will be notified either personally or by mail of the hearing date, the reason for the hearing, and contact information.
- C. Hearing. For unresolved violations, a hearing shall occur not fewer than ten (10), nor more than forty-five (45) days, after the initial notice of a violation is delivered. Any Owner that is notified of a violation and is scheduled for hearing shall have the right to present a response during the hearing, either personally, in writing, or both in person and in writing. The Owner has a right to present that response prior to the Board of Directors' or Hearing Officer's determination of whether or not a Penalty shall be imposed. If it is found that the violation has not been remedied, a penalty may be levied. The outcome of the hearing shall be provided to the Owner in writing not more than 10 business days following the scheduled hearing.

SECTION 3.4. Setting Fines and Penalties

The Board of Directors may set the amount(s) of monetary penalties (fines) for specific violations. An initial schedule of monetary penalties adopted by the Board of Directors is incorporated into these Rules and Regulations and shall be in effect upon adoption of these Rules and Regulations by the Board of Directors. This schedule of fines can be modified by the Board and adopted following notification of the Members. Any violation that is repeated within a 12 month period is subject to increasing fines as outlined in the Schedule of Fines.

A. Schedule of Fines

1. First Violation: \$60.00
2. Second Violation (same offense): \$120.00
3. Third Violation (same offense): \$240.00
4. Continuing violation (same offense): \$240 plus a daily fine. The initial daily fine will be \$10.00. This daily fine will be increased monthly by \$10 until the violation is remedied. The daily fine will not exceed \$30.00 per day.

SECTION 3.5. Requirements Established by Governing Documents and Finable Offences

A. **Maintenance**

“Maintenance” shall mean the exercise of reasonable care to keep buildings, driveways, landscaping and other related improvements and fixtures in a reasonable manner that does not detract from property values in the development, including owners and any neighbors. (CC&Rs: Article 1, Section 11)

Maintenance of landscaping shall further mean the exercise of regular mowing, fertilizing, irrigation and other gardening management practices necessary to promote healthy, weed-free environment for optimum plant growth. “Irrigation” is subject to all local, municipal, city or county water-rationing policies and ordinances. (CC&Rs: Article 1, Section 11)

..., each Owner shall at his/her sole cost and expense, maintain their Lots and Dwellings, including all painting, roof replacement and repair, termite damage, preventative maintenance, landscape maintenance, etc. (CC&Rs: Article VI, Section 2)

1. **Maintenance of Landscaping: (Article 1, Section 11; Article VI, Section 2)**

- a. Lawns shall be mowed, weeded and edged regularly.
- b. Lawns that are noticeably sparse or have bare areas shall be reseeded as needed.
- c. Flowerbeds shall be maintained through regular weeding and pruning.
- d. Bushes and trees shall be maintained and trimmed as needed to ensure safety and prevent damage to neighboring properties.
- e. Dead or dying plants shall be removed and replaced where needed.
- f. All bedding plants, lawns, bushes, shrubs, trees, etc. shall be watered regularly to ensure healthy plant growth and to not detract from the value of properties in the association.
- g. Within 6 months of the removal of trees, tree stumps shall be removed and any damaged lawn areas leveled and repaired.
- h. Landscape decorations and lights shall be in good condition.
- i. Clutter and plant debris shall be routinely removed.
- j. There shall be no parking in landscape areas.

- k. Watering/irrigation expectations are subject to any state, county, or city declaration of drought emergency as defined in civil code.
- l. Xeriscape landscaping uses plants that require little water and techniques/materials that efficiently use water and reduce evaporation. Xeriscape landscaping designed to promote or maintain the value of properties in the association is encouraged. Such landscaping customarily includes water conserving plants, gravel, bark, stone, rock, artificial turf, etc. As with traditional landscaping, landscaping designed to conserve water must be maintained, i.e., free of weeds, clutter, plant debris, etc. and provided sufficient water to maintain healthy plant growth as needed. Zero landscaping consisting largely of bare dirt is not allowed.

2. Maintenance of Lots, Homes, Driveways and Other Structures (Article 1, Section 11; Article VI, Section 2)

- a. Lots shall be free of any debris and other miscellaneous materials or items that are visible from the street, i.e., lumber or other building materials, boxes, dirt, trash, dilapidated structures, etc.
- b. Roofs shall be maintained, i.e., clear of leaves and debris and repaired or replaced as needed.
- c. Tarping of roofs is not allowed other than as a temporary, emergency measure.
- d. All fences, gates and other structures shall comply with city building codes and shall be maintained so they do not detract from the value of the Owner's property or neighboring properties, i.e., replacing broken or missing boards, fixing leaning fences and/or gates, removing and replacing rotten fencing material, painting as needed, etc. Responsibilities and obligations related to repair and replacement of "good neighbor" fences (fences dividing two properties) are outlined in California Civil Code.
- e. Homes and other structures shall be routinely maintained and repaired as needed, i.e., removing peeling or chipping paint, patching exterior walls/trim, full or touch-up painting, replacement of broken windows, etc.
- f. As needed, homes and other structures shall be washed, brushed, etc., in order to be free of cobwebs, dirt, and debris.
- g. Driveways and walkways shall be maintained and repaired in order to be free of tripping hazards, weeds, debris, oil stains, etc.
- h. Portable and/or fixed carports or other covers are not allowed in driveways or in front yards. Any portable or fixed structures in side or backyards that are visible from the street or sidewalk shall be maintained in good repair. All permanent structures must meet city permit and building code requirements.
- i. All holiday decorations shall be removed no later than 30 days after the scheduled holiday.
- j. Satellite dishes and antennas for reception of television signals shall be installed out of view of the street unless doing so would interfere with reception of signals. Antennas, towers, dishes, etc. not designed to receive television signals must be installed out of view of the street.

B. Residential Use - Residential Purposes

All Lots and Dwellings shall be used for single family homes or similar residential purposes and for no other purposes. (CC&Rs: Article V, Section 1.a)

1. Except in those instances approved by State law, all residences shall be used as single family homes, i.e. portions of homes shall not be divided into separate rental properties, homes shall not house multiple families, homes shall not be used as dormitories for student housing, etc.
2. For those exceptions approved by law, Owners must be licensed with the appropriate agency, and Owners as well as all others present on the property must comply with all other Rules and Regulations not excluded by law.

C. Commercial Use Prohibited

No part of properties shall ever be used or caused to be used or allowed or authorized in any way directly or indirectly, for any business, commercial, civil, manufacturing, mercantile, storing, vending or other such nonresidential purposes excepting home offices or occupations without external evidence thereof. Any extra vehicular traffic, signs, noises or pedestrian traffic or other incidences related to a home occupation shall bring cause of action by the Association. The home, home office/business shall be prohibited under this clause. (CC&Rs: Article V, Section 2)

1. With the exception of those businesses protected by State law (see D below) as well as home offices or occupations that do not present any external evidence of a business, no property shall be used for any business.
2. Evidence of business use may include but is not limited to, the presence of multiple business related vehicles, vehicles coming and going from the property, trailers used for hauling or transporting, the presence of business related equipment, tools or mechanisms used for repairing vehicles, etc.
3. Parking or storage of any vehicles, trailers, equipment, or materials that are visible from the street or over the fence line of any neighboring properties further constitutes evidence of a home business and is not allowed.

D. Day-Care and Care Facilities

Certain day care and care facilities are allowed by State law. Any persons present as a result of the facility are subject to all rules and regulations in this Declaration, as are Owners and Residents. All providers must be licensed with the appropriate local agency. (CC&Rs: Article V, Section 3)

E. Nuisances

No noisy, hazardous, noxious, or offensive activity shall be carried out upon any Lot or portion of the properties, nor shall anything be done or kept thereon which may be or may become an annoyance, nuisance, or eyesore to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his or her respective Lot. This includes but is not limited to barking dogs and other animal nuisances, loud music or dilapidated vehicles. (CC&Rs: Article V, Section 4)

1. A condition or activity that is visible or otherwise verifiable from the street or sidewalk of any property may be cited as a nuisance violation. Where appropriate, any such violation will also be reported to City code or law enforcement. Owners are encouraged to self-report nuisance violations to the City.

2. An ongoing or repeated condition or activity that interferes with an individual's use or enjoyment of their property may be considered a nuisance. Dependent on severity, any single condition or activity may also be considered a nuisance.
3. Violation of the city's noise regulations and domestic animals ordinances is not allowed
4. Possession, storage or accumulation of any object, material or matter that creates a fire or other hazard, a noxious or offensive smell, or other condition that interferes with safety, the ability to enjoy one's property, or the preservation of property or property values is not allowed.
5. Conditions or activities that are unsafe for persons or property are not allowed.
6. Illegal activity is not allowed on any property.

F. Animals

Animals and pets are allowed as required by the Rules and Regulations of the Association, as well as the Regulations of the City of Stockton. Any Lot Owner shall be absolutely liable to each and all remaining Owners, their families, guests, invitees, and to the Association, for any damage to persons or property caused by any pet brought upon or kept upon the Lots or the Recreation Facilities, by any Lot Owner or by members of his/her family, guests or invitees. (CC&Rs: Article V, Section 5)

1. Dogs must be on leash or otherwise restrained by their owner/s when on public sidewalks outside of the owner's home/safely fenced yard.
2. Habitual barking or howling that constitutes a nuisance is not allowed.
3. Cleaning up and disposing of feces whether on or off of the owner's property is required.
4. All animals shall be treated humanely, i.e., provided with humane care and treatment, proper shelter and protection from the weather, sufficient food and water for comfort, and veterinary care when needed.
5. Residents, visitors, and pets are entitled to safety. Any dangerous animal, one that inflicts or attempts to inflict injury on any person or other animal is not allowed.
6. Residents shall comply with additional requirements related to keeping of domestic animals as outlined in City of Stockton ordinance and municipal code.

G. Parking Areas and Vehicles

The Board has authority to adopt reasonable Rules and Regulations regarding parking in the development.

No commercial truck, tractor, truck trailer, house trailer, farm machinery, motor home, recreational vehicle, cab over camper or 5th wheel, road roller, boat or unsightly vehicle shall be parked at the curb, sidewalk or lawn or driveway except for temporary loading and unloading and not to exceed 72-hours for that purpose.

No automobile, truck, motorcycle, trailer, boat, or other means of transportation shall be dismantled, overhauled or otherwise worked upon in such a manner or on such location on any residential Lot as shall be unsightly, an eyesore or a nuisance to occupants of the neighboring residential properties. (CC&Rs: Article V, Section 6)

1. No vehicle of any kind shall be parked on lawns, vegetation, dirt, or any other surfaces which are not specifically prepared for parking.

2. No vehicles that are inoperative or unsightly, i.e., not currently and validly registered for operation or use on highways and streets, having one or more flat or missing tires, needing obvious body/fender repair, requiring the use of car jacks, etc. shall be parked at curbside or visible on any property, including in the driveway.
3. Inoperative or unsightly vehicles shall be kept in garages or other suitable buildings per City Municipal Code.
4. Car covers are allowed; however, all car covers must meet specific criteria. They must be in excellent condition and must be designed to fit the vehicles they are covering. No car covers that are in disrepair, that are over or undersized, that must be secured by ropes or other additional visible external means are allowed. Car covers may only be used to protect vehicles in driveways; they may not be used for vehicles parked on the street. Covered vehicles must have current registration indicating the vehicle is fully operational. The Board of Directors and/or the association management company has the right to require the Member to show proof of current registration. Operative vehicles that are parked in driveways for extended periods shall be maintained, i.e., free of cobwebs, spider webs, leafs, etc.
5. Recreational vehicles, including RVs, boats, jet skis, etc. may be parked in paved areas developed and designated for recreational vehicle parking (other than curb, sidewalk, lawn or driveway). RVs must be partially screened from public view by a fence that is a minimum of six (6) feet high. Any RV that is visible from the street must be clean and in good repair.
6. No commercial truck, tractor, truck trailer, farm machine, road roller, etc. shall be present on any Property other than for delivery of household items or as needed for construction projects. Any vehicle/motorized equipment of this type shall be removed from the Property as soon as its intended use is accomplished.

H. Signs

No sign of any kind shall be displayed to the public view on or from any Residence Lot, excepting customary name and address signs and one (1) "For Rent" or "For Sale" sign for each Residence Lot which shall not exceed twenty-four inches by twenty-four inches (24 x 24 inches) in dimension. Political signs during elections and a construction sign of reasonable dimensions will be permitted but must be removed within one week after election (Stockton Ordinance) or construction is completed. (CC&Rs: Article V, Section 7)

Rules and Regulations noted below are in compliance with the United States and California Constitutions and the Davis-Stirling Act.

1. Signs also include banners, flags and posters.
2. Commercial signs, other than real estate "for rent, sale or lease" signs, are not allowed. Once a property is rented, sold or leased, real estate signs are to be removed within a reasonable period of time, not to exceed 30 days.
3. No sign shall include profanity or words that promote an unlawful end, such as: promoting violence or harm, fighting words, terrorist threats, expressions that constitute criminal or severe harassment, defamation, obscenity, false advertising, and criminal trespass.
4. Political signs must be removed within one week after the election.
5. Flags may not be flown upside down, must be cleaned and mended as needed, may only be flown at half-staff for Federal or State recognized memorials.
6. Flags constructed of nylon, polyester, cotton, or similar materials designed to withstand inclement weather are allowed.

7. Flags made of lights, roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces, are not allowed.

I. Trash

All garbage and trash shall be placed and kept in covered containers and stored out of public view except for 24 hours before scheduled pick up day and removed 12 hours after pick up. (CC&Rs: Article V, Section 8)

J. Suspension of Voting Rights and Use of Recreational Facilities

The Board of Directors shall have the power to suspend the voting rights and right to use of the recreational facilities of any member during any period in which such member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended, only after notice and hearing (or opportunity thereof) for any infractions of published rules and regulations. (CC&Rs: Article VI, Section 1.c)

1. Voting rights and the use of Recreation Facilities shall be suspended for any Member during any period in which such member is in default in the payment of annual or special assessments or penalties (fines).
2. Use of the Recreation Facilities may also be suspended for any Member, Member's family, Member's guest/s, and/or Member's renter/s
 - a. For any single incident that creates an unsafe environment or situation for any person present at the facilities, including self, other guests or employees.
 - b. For repeated behaviors or multiple behaviors that together create an unsafe environment or situation, including creating disrespect or disregard for facility employees.
 - c. That is noticeably disrespectful, harassing or hostile toward any person present at the facilities, including other guests or employees.
 - d. That refuses to follow established facility rules and/or impromptu rules deemed necessary by any facility employee/s.

Suspension may be for any reasonable period of time in relation to the seriousness and/or severity of the violation for any infraction of its published Rules and Regulations, or for any period during which such infraction persists, after reasonable notice and an opportunity to be heard (orally or in writing) by the Board of Directors of the Association. (CC&Rs: Article II, Section 1.b.2)

K. Sherwood Manor Homes Association Pool Rules

1. A lifeguard must be on duty before anyone may enter the pool premises.
2. Swimmer(s) must be a homeowner(s) or renter(s) in SMHA and must show proof of residency. Homeowners may show CA I.D./D.L. showing address and name. Renters must show proof of residence in form of picture I.D./D.L. showing address and name, rental agreement, or utility bill showing address and renter's name. To avoid confusion, all owners and renters are encouraged to provide the names of those authorized to use the pool prior to pool use.

3. Non-members of SMHA can purchase outside pool memberships through the Sherwood Manor property management company or from the pool manager. Proof of membership purchase must be on pool premises before the new member(s) can swim. All family members must be listed on the purchase form. All persons NOT on the list will be considered guests of the member and charged accordingly.
4. All swimmers must sign in each day at the gate. The parent or guardian of each child under 18 must complete an emergency card providing contact name and phone number of parent(s) or guardian(s) at sign-in.
5. Each household membership may bring in guests not to exceed 6 guests. Each guest will be charged \$2.00. Guests will be the responsibility of the member and must follow all rules.
6. A swim test may be required for all persons at the discretion of the lifeguard. A non-swimmer must be supervised one-to-one by an adult while in the pool.
7. Children under 12 years of age must be accompanied by an adult at all times.
8. Appropriate swimwear is required. Infant swimmers must wear approved swimming diapers. No cut-offs, regular diapers, cotton shorts or street clothes are allowed in the pool. At the lifeguard's discretion, swimmers may be allowed to swim in nylon/polyester basketball/athletic shorts.
9. No person with open wounds or bandages is allowed in the pool.
10. No foul language, harassment, or fighting is allowed on the pool premises and may be cause for immediate ejection from the pool and/or pool premises.
11. Alcoholic beverages are never allowed on the premises. No glassware, glass bottles, or glass containers of any kind are allowed. Barbecuing or any open flame is not allowed.
12. For your safety, running on concrete areas is not allowed.
13. All swimmers under 18 years of age must get out of the pool to take a mandatory 15 minute break once each hour of swim time. Adults 18 and older may remain in the pool during this break.
14. Inflatable air mattresses designed for 1 person; swimming aids such as vests, arm floatees, kick boards, noodles, and inflatable rings; and light-weight pool toys such as inflatable beach balls, diving rings and diving sticks are allowed when used safely and when not infringing on the rights of others. Items and activities may be limited or suspended due to pool capacity "Nerf" or sponge-like balls and inflatable beach balls are allowed in the grass area as long as they do not infringe on the rights of others. All hard sports balls such as baseballs, softballs, basketballs, footballs or any hard ball that can cause injury cannot be used on the premises.
15. Standing on or diving from the gutter area, diving in the shallow end, back dives, flips, "chicken fights" and any other dangerous activity is not allowed.
16. Activities that become excessive or dangerous such as excessive horseplay, dunking, shoulder rides, and other dangerous or harassing activities are not allowed.
17. Use of the kiddy pool is limited to children 5 years of age or younger. Children in the kiddy pool must be supervised by an adult (18 or older) at all times. All requirements for the main pool apply to the kiddy pool.
18. Gum, beverages, and food of any kind are not allowed in either of the pools, including the edges of the pools.
19. Generally, animals are not allowed on the pool premises. Verified need by a medical professional may be required before a service dog or emotional support animal is allowed on the pool premises. Service dogs are allowed in the pool only as medically necessary. Emotional support animals are not allowed in the pool. Any animal must be clean, non-aggressive, trained to mitigate the effects of its owner's disability and follow its owner's

commands, harnessed or leashed. It must stay within 24 inches of its owner, must not urinate or defecate in inappropriate places, and may not bark or whine excessively.

20. Vaping and smoking are not allowed on the premises.
21. Spitting and blowing the nose directly into the pool or onto any pool premises surface are not allowed.
22. ONLY employees are allowed in the filtration/equipment room as well as all locked storage areas.
23. The Association is not responsible for articles lost, stolen or damaged on the pool premises

The above stated rules for use of the pool and pool premises are for everyone's safety and enjoyment. Lifeguards always have the authority to determine safe practices. All directives of lifeguards and other pool staff must be followed. Failure to do so can result in expulsion from the pool premises. Serious violations may result in the loss of pool privileges for the remainder of the pool season.