

Sherwood Village – Anaheim Homeowners Association

Rules and Regulations

Rev. & Adopted
October 26, 2015

SHERWOOD VILLAGE-ANAHEIM HOMEOWNERS ASSOCIATION

“THE ASSOCIATION RULES”

PREAMBLE

A. In accordance with Article X of the Declaration of Covenants, Conditions and Restrictions for Sherwood Village – Anaheim, dated June 21, 1973 the following set of rules has been approved by the Board of Directors on October 26, 2015 is effective that date, and supersedes all previous adopted rules.

B. The principal purpose of the rules is to establish equitable guidelines for good community living for all residents.

C. Each Article in the rules is preceded by a “preamble” which gives the intent (philosophy) behind each rule. This expression of intent is intended to assist in understanding, accepting, and executing the rules.

ARTICLE I

PARKING

PREAMBLE

The principal purpose of the rules on parking is to expand Section 2. Parking in Article VII of the CC&Rs, which states that all uncovered parking areas in the common area that are not designated for special parking by the Board, will be available for guest parking subject to regulation and control by the Board

In establishing the rule for Article I as stated in “A” above, the principal intent is to encourage all residents to use their garages to the maximum extent possible, thereby:

- Making available as much guest parking as possible.
- Minimizing the degree to which the sheer number of parked cars detracts from the aesthetics of the Village.

SECTION I – DELEGATION OF USE

Residents classified as Tenants are required to obtain a Delegation of Use form from the Homeowner before any common area amenities may be utilized. The Parking Committee must have a copy of that Delegation of Use prior to issuing any parking permits, other than a Temporary parking permit, used expressly for the purpose of moving in and out, and which is limited to two (2) weeks.

SECTION II – CITING POLICY

No person living in Sherwood Village shall be allowed to park overnight on the premises without a valid parking permit or two (2) vehicles registered as parked inside their garage.

If a residence is cited with 3 parking violations within a 12 month period, then starting from the

date of the third violation, the residence will lose all their common area parking permits and privileges for a 12 month period starting from the date of the third violation.

These violations include but are not limited to the following:

1. Not maintaining 2 registered vehicles in the garage owned by residents living at the residences.
2. Not abiding by the 96 hour vehicle moving rule designed to prevent the storing of vehicles without notifying the parking committee in advance.
3. Using the common parking area to park resident's vehicle overnight without maintaining up to date parking permits and 2 vehicles inside the garage at night.
4. Using a visitor parking permit to park a registered vehicle in the common area overnight without obtaining a temporary parking permit from the parking committee.
5. Residents shall park two (2) vehicles in garage spaces. Storage of personal items may occur in the garages only to the extent that two vehicles are still able to be parked within the allotted garage spaces, in order to be eligible for a parking permit for a 3rd or subsequent vehicle.
6. Falsification of records in order to obtain parking permits will result in loss of privileges and /or fines.

Parking permits shall only be issued to residents having and showing current registration or document of an application of Registration to the Sherwood Village-Anaheim address. **All guests must park vehicles inside the garage or outside of the community and not in designated parking spaces, unless otherwise permitted herein.**

Parking permits issued to residents, including without limitation owners or tenants, may be revoked for violation(s) of these rules, the CC&Rs, Bylaws or if HOA assessments are delinquent after notice and hearing.

A second Parking Violation Citation issued to the same vehicle within a thirty (30) day period may result in that vehicle being towed at that time and stored without further notice by the Association at the expense of the vehicle owner.

SECTION III- ASSISTANCE

Problems and/or complaints arising from the enforcement of these Parking Regulations should be addressed by mail or telephone to:

**The Management Trust-Transpacific
15661 Red Hill Avenue
Tustin, CA 92780
Phone: (714) 285-2626 FAX: (714) 647-9393**

SECTION IV – PARKING AND VEHICLE RESTRICTIONS

No commercial vehicle used for any sort of business, boat, trailer, and/or any type of vehicle that will not fit in a garage, or that is in the opinion of the Parking Committee and the Board of Directors of the Homeowners' Association, a vehicle that detracts from the aesthetics of Sherwood Village, will be permitted to park in a regular, marked parking space except for the purpose of loading/unloading ONLY. Any pickup/truck of a size that would fit within a Sherwood Village-Anaheim garage and that is equipped with a tool box (plastic, metal, wood or any combination thereof) running from side to side but does not exhibit any exposed shelves, racks, equipment or tools in the bed of the pickup/truck, shall be permitted to park overnight within an enclosed garage, or within a designated open parking space within Sherwood Village – Anaheim only with a proper permit.

Unauthorized vehicles, including but not limited to all those designated above are NOT permitted to park overnight within the confines of Sherwood Village and, as such, are subject to citing and/or towing at the expense of the owner without prior notice or citation. 24 hour temporary RV parking will be allowed on the north wall and is subject to all parking regulations.

Any vehicle, with or without a valid parking permit, that is parked adjacent to a red curb, or is parked on the roadway in front of or adjacent to a garage and is left unattended (no one in or near subject vehicle) is subject to immediate towing.

Only Sherwood Village residents may wash their vehicles in front of their garages but must limit the water runoff to the extent possible by using a trigger type nozzle to control and to stop excess water flow.

Any work or repair on any vehicle must be performed in such a manner that does not impede the flow of traffic in both directions, per Article VII Section 7 of the CC&Rs.

The owner/custodian of a vehicle with valid parking permit that is parked in open storage (vehicle is not being operated) in Sherwood Village in excess of ninety-six (96) hours, must apply to the Parking Committee or the Board of Directors of the Homeowners Association for special consideration; otherwise subject vehicle may be towed and stored without further notice at the owner's expense.

Each parked vehicle must be parked entirely within a marked parking space/stall. Violators may be cited or towed without further notice. Vehicles are not allowed to be backed into any parking stall within Sherwood Village.

Handicapped parking is allowed when placards are used appropriately (see Vehicle Code Section 4461 for misuse) and displayed in plain view such as on the rear view mirror or on dash board. You may not park in **Red Zones**, along red curbs, white or yellow zones or any spaces marked by crosshatch lines next to disabled person parking spaces.

SECTION V – PARKING PERMITS – RESIDENT

Parking permits shall remain the property of the Homeowners Association and are renewable on an annual basis during the month of issue date, or as directed. Responsibility for renewal rests with the user. Parking privileges may be revoked or suspended for cause at the discretion of the Board of Directors of the Homeowners Association. Any parking permit that becomes unserviceable not clearly visible or legible is not valid and must be replaced immediately. If a vehicle is towed because of an illegible or unserviceable parking permit, it will be towed and stored without further notice at the owner's expense. Parking fees are not refundable.

A. RESIDENT PARKING PERMIT

Parking permits are not transferable and shall be issued by the Parking Committee, Board of Directors, or their designated agent, upon approval of a written application, payment of the parking fee, and valid vehicle registration documentation. The Annual fee is \$30.00 for the first vehicle, \$60.00 for the second vehicle, and \$90.00 for each additional vehicle.

Annual permits may be issued to residents subject to the approval of the Parking Committee or the Board of Directors, or their designated agent. Proof must first be submitted that two currently registered motor vehicles are parked in the garage before annual permits will be issued. All motor vehicles must be registered to the residence. Acceptable motor vehicles do not include trailers, boats, jet skis, or motor scooters. Motorcycles can be counted as a second vehicle permitted that they are greater than 500CC.

B. GUEST PARKING - VEHICLE SAFELISTING

Guest vehicles shall be safelisted prior to parking within Sherwood Village. Safelisting shall be issued, performed or otherwise monitored by the Parking Committee (if any), Board of Directors, or its designated agent, as determined by the Board from time to time. Residents may have a maximum of three (3) safelisted guest vehicles per address at any one time.

A guest vehicle shall not be safelisted longer than a period of seven (7) consecutive days. In addition, a guest vehicle shall not be safelisted more than thirty (30) days in a twelve month period.

Guest vehicle safelisting shall not be permitted and, if issued, will be revoked if they are used on the following vehicles:

- Vehicles normally garaged at user's address
- Commercial vehicles
- Boats, trailers and/or vehicle that will not fit in a garage
- Any other vehicle which is prohibited in these rules or the CC&Rs, or vehicles that in the opinion of the Parking Committee or Board of Directors is a vehicle that detracts from the aesthetics of Sherwood Village. The use of Safelisting for "storing a vehicle" is prohibited and the vehicle is subject to towing and storage without further notice, unless

otherwise previously approved by the Board of Directors or their designated agent.

- All guests at the Unit must park vehicles inside the garage or outside of the community, unless safelisted.

C. TEMPORARY PARKING

Upon move-in or move-out, Residents are entitled to safelist not more than two (2) vehicles for up to two (2) weeks without charge, to facilitate moving in and out.

The fees for additional weeks to safelist vehicles:

3rd week: \$5.00

4th week: \$10.00

5th week: \$20.00

In the event of an emergency, Residents may safelist vehicles only with prior written approval of the Board of Directors. Residents shall submit all other written requests for safelisting vehicles to the Board of Directors. The Board may, in its sole and reasonable discretion, allow exceptions to any requirement(s) of this Section based upon emergency, or in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships. Any request for such an exception shall be in writing, and shall include all relevant explanation and/or documentation of the circumstances supporting the request.

ARTICLE II

VEHICULAR TRAVEL

PREAMBLE

The principal purpose of the rule on vehicular travel is to expand Section 3. RESTRICTIONS AND LIMITATIONS in Article X of the CC&Rs, which states that the Association Rules may include limitations on vehicular travel.

In establishing the rule for Article II, the principal intent is to cause all traffic to proceed at a speed that will minimize the probability of accident or injury.

SECTION I – SPEED LIMIT

Speed limits are 10 miles per hour on all streets and alleyways within the common area. Signs are posted at entrances to June Place and Lamark Lane indicating this limit. The Board of Directors may locate additional signs in the common area. Violators may be subject to police action and to action by the Association, including hearings and fines.

ARTICLE III

LEASING OF LOTS

Article VII, Section 1 of the CC&Rs provides that Lots must be used as private single-family residences and that no business of any kind shall be permitted or conducted on the properties. The purpose of the following rules is to maintain the residential character of the community by prohibiting uses other than for single-family dwelling purposes and to ensure the Lots are not used for commercial activity, including for serial vacation rental or hotel-like purposes.

A. Any Owner may delegate the rights to use and enjoy the Lot and the Common Area to tenants or other residents of the Lot, provided that any lease must be for residential use, in writing, and for a term not less than thirty (30) days.

B. The Owner shall provide to the Association a copy of the written lease, which shall identify all tenants and occupants, within ten (10) days of its execution and upon written request; however, the Owner may redact financial or similar information necessary to protect business or other confidentiality interests.

C. Each Owner shall provide any tenant and/or resident with a current copy of all governing documents and shall be responsible for compliance by the tenant and any other occupants of the Lot with all of the provisions of the governing documents during the tenant's occupancy and use of the Lot.

ARTICLE IV

RECREATIONAL USE OF COMMON AREA

PREAMBLE

A. The principal purpose of the rule on recreational use of common area is to expand Section 2. RESTRICTIONS OF USE in Article X of the CC&Rs, which states that the Association may restrict and govern the use of the common area without limitations and to the extent deemed necessary by the Association in order to preserve the benefits of the common area for all residents.

B. In establishing the rule for Article III, the principle intents are to:

(1) Provide separate rules for the Pool Area, the Clubhouse and the remaining common area.

(2) Take into account the following situations:

(a) Some houses are leased or rented.

(b) Each household has residents with differing recreational needs.

(3) Recognize that this rule is subject to further refinement by the Board at any time.

SECTION I – METAL KEYS AND FOBs

Pool gates require a pool gate fob. Restroom access and spa operation require a metal key. To obtain a pool gate fob, residents should contact The Management Trust-Transpacific for information. Residents classified as tenants are required to obtain a Delegation of Use form from the homeowner. The Association must have a copy of the Delegation of Use prior to issuing any metal keys and pool gate fobs. There is a limit of one (1) pool gate fob per household. Replacement fobs are \$100. A deposit fee of \$25 is charged for each metal key.

SECTION II – USE OF POOL

POOL HOURS:

The pool and Pool Area are open only between the hours of 9:00 a.m. to 9:00 p.m. seven days a week.

- A. Persons under age 14 are not permitted in the Pool Area unless they are accompanied by an adult (person over 18). ("Pool Area" shall mean the locked, fenced enclosure around the pool, whirlpool area, deck and landscape area).
- B. Persons under age 14 are not permitted in the whirlpool spa unless accompanied by an adult (person over 18) in the whirlpool area.
- C. No pets allowed in the Pool Area.
- D. No glass objects allowed in the Pool Area.
- E. Rafts, boards (such as surfboards, body boards, boogie boards or skim boards), pool noodles, inner tubes, floats and other inflatable devices, squirt guns, balls (such as footballs, baseballs, volleyballs, etc.), Frisbees, water cannons and the like are not permitted in the pool or Pool Area.
- F. No tampering with the safety equipment.
- G.. No throwing of any objects into the pool including, without limitation, pool furniture, bottles, can, etc.
- H. No "horseplay" in or around the pool. No running on the deck. No diving.
- I. Swimming apparel is limited to regular swim trunks/suits. No street clothes other than a T-shirt cover up permitted in the pool.
- J. Persons who are not toilet trained or who are incontinent must wear waterproof pants when in the pool or whirlpool.
- K. Only Coast Guard approved life vests may be worn in the pool. No plastic floats or vests allowed.

- L. Limit of six (6) persons per address within Sherwood Village is allowed at one time in the pool area.
- M. No loud radios or other electrical equipment are permitted in the Pool Area.
- N. No bikes, scooters, skateboards or vehicles with wheels are allowed in the pool area.
- O. Shoes that contain wheels, i.e.: "heelies", are not allowed in the pool area.

SECTION III – USE OF CLUBHOUSE

The Clubhouse hours of operation shall be from 9:00 a.m. to 9:00 p.m., unless otherwise approved in writing by the Association prior to Clubhouse use. A grace period from 9:00 p.m. to 10:00 p.m. may be granted by the Association to vacate the Clubhouse, specifically to remove personal items, perform clean-up and trash removal by the resident.

1. Private parties are limited to 49 people.
2. Use of the Clubhouse and its facilities does not include use of the pool and/or Jacuzzi. Restrooms, upper deck, and BBQ are available during Clubhouse rentals.
3. The Clubhouse shall be closed on the following holidays: New Year's Eve, New Year's Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day. No reservation will be approved for private parties on the foregoing days.
4. All guests and youth groups must be accompanied by an adult resident at all times.
5. Loud, offensive, obnoxious or annoying music will not be tolerated. Noise level must be kept at a minimum for the consideration of all community members.
6. Procedure to file for application and agreement for use of Clubhouse and facilities:
 - (a) Applications for reservations shall be made to the Pool and Clubhouse Committee no more than 60 days in advance of desired date. Residents should contact The Management Company for name and phone number of the contact person.
 - (b) Reservations will be honored for residents after consideration for and priority given to Board of Director meetings and any standing committee meetings.
 - (c) A security deposit of \$300 and non-refundable cleaning fee of \$25 will be charged for each Clubhouse reservation. If the resident is a tenant, a Delegation of Use form must be on file with the Management Company and the Board of Directors. Homeowner will be held responsible for any damage.
 - (d) Following the event, an inspection of the Clubhouse will be held with the resident and a member of the Pool and Clubhouse Committee. If any damage has

occurred, it will be repaired or replaced and the cost of said damage will be deducted from the \$300 security deposit. If damage exceeds \$300, homeowner will be held liable for the excess amount over \$300. The Association shall furnish the resident with an itemized statement indicating the basis for, and the amount of, the disposition of the fee and shall return the remainder, if any, to the resident. The remaining \$25.00 shall not be refundable, but collected on behalf of the Association for cleaning, wear and tear and administrative costs.

8. Clubhouse is a smoke free environment.

SECTION IV – USE OF COMMON AREA

A. Balls

- a. Soft balls of sponge rubber, hollow soft rubber, tennis balls, or the like, may be thrown if reasonable care is exercised to avoid striking walls, windows, homes, people or vehicles.
- b. No playing with hard balls of any size, including but not limited to golf balls, soccer balls, baseballs, basketballs, and footballs.

B. Toy Firearms, Bows & Arrows, etc.

- a. No BB guns using plastic or metal BB's, Air Soft Pellet Guns or the like, Bows and Arrows, sling shots or any other toy with projectiles are permitted within Sherwood Village.

C. Bats, Racquets, Etc.

- a. No bats, racquets, clubs or similar objects shall be used to strike balls.

D. Power Driven Objects

- a. Power or gas driven models, airplanes or toys, catapult-power flying objects or saucer-type, hand-thrown toys (Frisbees) shall not be permitted within Sherwood Village.

E. Kites

- a. No kite flying is permitted because of danger from nearby high voltage power line.

F. Light Posts

- a. Light posts shall not be used as part of a game: i.e., as a base, marker, or pivot.

G. Bicycles, Skates, Skateboards

a. Bicycles, skates, scooters-electric and foot powered and/or skateboards are prohibited from all walkways but may be used on the paved streets and alleyways of the Village, if used in a safe and proper manner, so as not to confront automobiles using the streets and alleyways. Any of these items left unattended in a common area, alleyway or paved street are subject to seizure. Disability mobility scooters are allowed and will be exempt.

H. Overall Area Usage

a. Climbing on roofs, trees, on or over walls as well as damaging lawns, shrubs, trees, sprinkler systems and walls is strictly prohibited.

I. Other Activities.

a. Nothing shall be done or kept within the Common Area which will increase the rate of insurance on any policy maintained by the Association without the prior written consent of the Association and no Owner, resident, tenant or guest shall permit anything to be done or kept within the Common Area which would cause any improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance on any part of the Common Area. Gymnastics, tackle football, wrestling, boxing or other similar dangerous activities shall not be conducted within the Common Area.

J. Enforcement

a. Letters will be sent to homeowners for prohibited actions and, if there is damage involved, the damage will be billed to the homeowner/parent involved. Fines will be assessed in accordance to the established fine and violation policy of Sherwood Village. See fine schedule in article VII.

ARTICLE V

ANIMALS

PREAMBLE

A. The principle purpose of the rule on animals is to add specificity to Section 6. ANIMALS in Article VII of the CC&Rs, which state in part that:

“The Board of Directors of the Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors of the Association, a nuisance to any other owner.

Dogs and cats belonging to homeowners, occupants or their invitees within the properties must be either kept within an enclosure in an enclosed yard or on a leash being held by a person capable of controlling the animal.”

- B. The intent of the added rule is to give first consideration to human use of the common area and only secondary consideration to domesticated animal use of the common area.

SECTION I – EXCREMENT

Any pet owner failing to clean up the excrement of their pets in the common area or anywhere within the Association can be cited for same upon the testimony of another resident, and a hearing held and fines levied.

ARTICLE VI

REFUSE DISPOSAL

PREAMBLE

- A. The principle purpose of the rule on refuse is to add to Section 8. TRASH in Article VII of the CC&Rs, which are already quite specific on the subject.
- B. The intent of the added rule is to go into greater detail than is done in the CC&Rs, as currently written.

SECTION I – BAGGING TRASH

All items that will decompose or create an odor must be placed in a plastic bag and securely tied. Clean recyclables (paper, plastic, aluminum, glass) and other items may be placed in the dumpster unbagged.

SECTION II – CONTAINMENT

No material shall be placed outside the dumpster bin or stacked higher than the top of the bin. Lids of bins must be closed.

SECTION III – CARTONS/BOXES

All cartons and boxes must be flattened and/or cut into small pieces.

SECTION IV – LARGE ITEMS

Large items which will not fit in bins must be disposed of privately by the homeowner or resident. City of Anaheim can be called at (714) 238-2444 for pick up. Place items at the curb in front of the nearest dumpster by 7:00 a.m. on the day of collection and must be clearly marked “Anaheim Disposal”

SECTION V – FLAMMABLE MATERIALS

No flammable materials such as paint, oil, solvent or alcohol shall be placed in a refuse bin. This type of material must be taken by the resident to the Anaheim Disposal hazardous waste area.

ARTICLE VII

ARCHITECTURAL CONTROL

PREAMBLE

- A. The principal purpose of the rules on Architectural Control is to expand Section I. APPROVAL REQUIRED of Article of V of the CC&Rs, which states that no structural additions or changes can be made without the approval of the Architectural Review Committee.

SECTION I – EXTERIOR ADDITIONS, REPLACEMENTS, REPAIR

Permission must be obtained through the Architectural Review Committee for any exterior additions, replacements and repair. This includes, but is not limited to screen doors, security doors, front doors, mail boxes, outside lights, garage doors, window bars, window screens, patio trellises, pet gate-screens, and any other exterior attachments and decorative items, including fountains, bird bath, and other similar items. Resident should contact Transpacific Management Service for additional information.

Each request will be reviewed by the Architectural Review Committee. Thirty (30) days should be allowed for this process.

SECTION II – PLANTS AND TREES

Plants and trees and their roots and branches, must not be allowed to damage or undermine patio walls or stucco surfaces. Residents will be held liable for all and any damages caused by planted trees and/or plants in and around the patio areas and stucco walls. All in ground trees must be approved by the Board of Directors prior to planting. No Ficus or Mexican Fan Palm trees allowed to be planted in ground.

SECTION III – SIGNS

Only one “For Sale” or “For Rent” sign is permitted. The sign may be placed ONLY in a window and must not exceed two feet by three feet in size. No exterior signs will be permitted in the common areas or to be placed in the ground on a post of any kind.

ARTICLE VIII

CONDUCT RULES

PREAMBLE

The following rules related to conduct are hereby adopted as the Conduct Rules and have been made a part of the Association Rules and Regulations:

1. No improper conduct, obscenities, verbal or physical threats by Owners, residents, tenants, family and/or guests will be tolerated. Actions by any persons of any nature, particularly in the common area, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. These include noise, intoxication, quarreling, harassment, threats, picketing, fighting, offensive

or abusive language or rowdy and mischievous behavior.

2. Homeowners are responsible at all times for the conduct of his/her residents, tenants, family and/or guests, as well as all service personnel, vendors, contractors, and any other invitees.
3. All homeowners, their residents, tenants, family and/or guests are to conduct themselves with due consideration for each other and for any members of the Association, the community manager, the employees of the Association (if any) as well as any members of the Associations vendors and Association volunteers (hereinafter "staff"). The Board of Directors has the power to discipline any person for any conduct, which in its opinion tends to endanger the welfare, interest or character of the Association and/or its staff, as well as for violators of the specific rules and regulations of the Association.
4. Board of Directors, Management, and Staff members are to be treated in a courteous and considerate manner at all times. No staff member shall be reprimanded, threatened, or harassed in any way by an Owner, his/her residents, tenants, family and/or guests. All complaints regarding service rendered by any staff member must be made to the Board of Directors for appropriate handling.
5. Should persons causing or participating in inappropriate behavior refuse to cease their activities and leave the premises promptly when so directed, the person in charge of the facility at the time, (i.e. Association Manager, Board Member, or duly Board-authorized acting person) shall seek assistance of the local law enforcement agency to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to the Association when available.
6. The Association considers a violation of any of the foregoing rules a serious violation which will subject the violating Owner to immediate disciplinary action. Said disciplinary actions, upon completion of the required notice and hearing provisions under Civil Code Section 5855 and any successor statutes, shall include possible imposition of a monetary penalty (see below), suspension of voting and/or suspension of privileges for use of the common area and recreational facilities (i.e. pool and Jacuzzi).
7. Tampering or damaging any common area property is a violation.
8. Falsification of any Sherwood Village Association documents including but not limited to Delegation of Use forms will result in loss of privileges and/or fines.