

Crosswoods Homeowners Association Rules

November 12, 2009

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Article 1 Alarms:

- 1.1 The box may be no larger than 14x14 inches, and may have a label and/or indicator lights.
- 1.2 The color of the box must blend with the color of the wall on which it is mounted.
- 1.3 Alarm bells must automatically turn off after 15 minutes.
- 1.4 Boxes may be mounted on a gable, on an outside garage wall, or on the wall at the side of the front porch. Incorrectly mounted boxes will be moved at Homeowner's expense.
- 1.6 All alarms require a permit from the City of Citrus Heights.

Article 2 Alternative Dispute Resolution:

- 2.1 This policy applies to a dispute between the association and a member involving their rights, duties, or liabilities under the Davis-Sterling Act, under the provisions of the Corporations Code relating to mutual benefit corporations (commencing with Corporations Code '7110), or under the Associations governing documents.
- 2.2 Either party to a dispute within the scope of this article may invoke the following procedure:
 - A. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
 - B. A member of the association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
 - C. The association's board of directors shall designate a member of the board to meet and confer.
 - D. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
 - E. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board's designee on behalf of the association.
- 2.3 A member of the association will not be charged a fee to participate in the process.

Sections 1369.510 to 1369.590 of the Civil code require that before owners and associations file lawsuits against each other for declaratory relief or injunctive relief in connection with a claim for money damages under \$5,000 or for enforcing the associations governing documents, the filing party shall endeavor to submit the dispute to alternative dispute resolution (ADR). Forms of ADR include mediation, negotiation, and binding or non-binding arbitration. This provision does not apply to the filing of cross-complaints.

The ADR process is initiated by one party serving a request for resolution upon the other parties to the dispute. The request must include (i) a brief description of the dispute, (ii) a request for ADR, (iii) a notice that a response must be received within thirty (30) days or it will be deemed rejected, and (iv) a copy of Civil Code Sections 1369.510 to 1369.590.

If the individual receiving the request agrees to ADR, the process must be completed within ninety (90) days unless otherwise extended by agreement. The cost of DR is to be paid by the participating parties. If a civil suit is filed, the filing party must submit to the court a certificate of compliance indicating the party has complied with the requirements of Sections 1369.510 to 1369.590. Failing to do so would be grounds for challenging the lawsuit.

Although the prevailing party is entitled to reasonable attorney's fees and costs, the court may consider a party's refusal to participate in ADR when making the award.

Article 3 Animals (CC& R Article 4.17):

- 3.1 Dogs **must** be leashed at all times and under control of their owners or custodians when outside or in the common area.
- 3.2 Dogs may not be tethered in the common area unless tended by an owner.
- 3.3 Homeowners and tenants are responsible for the pets of their guests.
- 3.4 The use of invisible fences for dogs is prohibited.
- 3.5 Pet waste must be promptly removed by the pet's owner or custodian, including pet waste in courtyards.
- 3.6 All dogs and cats must wear a tag bearing their owner's name and phone number or address.
- 3.7 No owner or tenant may allow their pet(s) to be a nuisance or a danger to other Homeowners.
- 3.8 Feeding of feral cats or wild animals, including but not limited to turkeys and raccoons, is prohibited.

Article 4 Architectural Approval (CC&R Article 4.6):

- 4.1 Construction, permanent installation, modification, or alteration of buildings, outdoor structures, fences, awnings, exterior shades, outdoor lighting, and all other **exterior** improvements are subject to approval by the Architectural Control Committee and the Board.
- 4.2 Owners must submit an application before any exterior changes can be made. Applications are included in the Resource section of these rules. They are also available in the office and may be downloaded from the Crosswoods website, www.Crosswoodshoa.com.
- 4.3 The office maintains a list of projects which have been pre-approved by the ACC. These projects also require a written application.
- 4.4 Some changes require a building permit, which the Homeowner must obtain from the City of Citrus Heights before beginning construction.

Article 5 Businesses (CC&R Article 4.3):

- 5.1 No business of any kind may be established, maintained, operated, permitted or conducted within Crosswoods, except those allowed by law.

Article 6 Clotheslines (CC&R Article 4.19):

- 6.1 Clotheslines and other outside clothes drying racks are prohibited.

Article 7 Collection of Delinquent Assessments:

Timely payment of regular and special assessments is of critical importance to the Association. Your Board of Directors takes very seriously its obligation under the Association's governing documents to enforce the members' obligation to pay assessments. The failure of any owner to pay assessments creates cash-flow problems for the Association and impedes the Association's ability to perform its functions.

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In order to encourage prompt payment of assessments and other amounts due and so that all owners are informed of the policies the Association will follow in collecting these delinquent amounts, the Board of Directors has adopted this Collection Policy. It became effective on January 1, 2008 and will remain in effect until changed by the Board.

- 7.1 Assessment Due Date. All regular monthly assessments shall be due, in advance, in equal monthly installments, on the first day of each month, it is the owner's responsibility to pay assessments every month regardless of whether a statement is issued or received. All other assessments, including special assessments, are due and payable on the date specified in the notice imposing such assessment, however, in no event shall a special assessment be due and payable earlier than thirty (30) days after the date the members receive the notice of the special assessment.
- 7.2 Late Fees. Any regular monthly assessment not paid by 5:00 p.m. on the sixteenth day of the month shall be delinquent and a late charge of ten percent (10%) of the unpaid assessment, or ten dollars (\$10), whichever is greater, will be imposed. All lump-sum special assessments or installments of special assessments not paid by 5:00 p.m. on the sixteenth day after they become due shall be delinquent and a late charge of ten percent (10%) of the unpaid lump sum or installment of the special assessment will be imposed. A late charge will not be imposed more than once per delinquent installment. In any event, if the sixteenth day falls on a weekend or holiday, the payment shall be delinquent if it is not received by 5:00 p.m. on the first business day following the weekend of holiday.
- 7.3 Demand Letter. As a courtesy, the Association may send a demand letter to any owner with an outstanding balance on any regular or special assessment identifying the delinquency, itemizing the amount due, and requesting payment of all sums.
- 7.4 Application of Payments. Payments will be applied in the following order: (a) assessments and fines, (b) late charges, (c) interest, and (d) collection costs. Payments will be applied to the oldest balances in each of these categories.
- 7.5 Interest. Interest on all delinquent assessments, reasonable fees and costs of collection, and reasonable attorney's fees at the annual rate of twelve percent (12%) will commence thirty (30) days after the assessment becomes due.
- 7.6 Pre-Lien Notice. At least thirty (30) days prior to recording a lien on the separate interest property, the Association will provide the owner of record, in writing, by certified mail at the last known mailing address, and any alternate mailing addresses provided by the owner, all of the following information which shall be contained in the Pre-Lien Notice:
 - A. A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, a statement that the owner of the separate interest has the right to inspect the Association records, pursuant to section 8333 of the Corporation Code, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed:
"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."
 - B. An itemized statement of the charges owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any;
 - C. A statement that the owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the Association;

- D. The right to request a meeting with the Board as provided by Civil Code section 1367.19(c)(3);
 - E. The right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "meet and confer" program outlined in the Civil Code commencing with section 1363.810; and
 - F. The right to request alternative dispute resolution with a neutral third party pursuant to the Civil Code commencing with section 1369.510, before the Association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
- 7.7 Payment Plan Requests. An owner may make a formal, written request to meet with the Board to discuss a payment plan for the debt described in the Pre-Lien Notice. The Board shall meet with the owner, in executive session, within forty-five (45) days of the postmark of the request, if the request is mailed within fifteen (15) days of the date of the post mark of the notice, unless there is no regularly scheduled Board meeting within that period in which case the Board may designate a committee of one or more members to meet with the owner.
- 7.8 Dispute Resolution. Prior to recording a lien for delinquent assessments, the Association shall offer the owner, and if so requested by the owner, participate in dispute resolution pursuant to the Association's "meet and confer" program pursuant to Civil Code section 1363.810.
- 7.9 Recording Notice of Delinquent Assessment. If an owner does not request dispute resolution, as provided in paragraph 8 above, within thirty (30) days from the date of mailing of the Pre-Lien Notice, the Board shall vote, in an open meeting to determine whether a Notice of Delinquent Assessment shall be recorded. Any decision to record a Notice of Delinquent Assessment must be approved by a majority vote of the Board and shall be recorded in the minutes of that meeting. A copy of the Notice of Delinquent Assessment will be mailed by certified mail to every person whose name is shown as an owner of the separate interest in the Association's records no later than ten (10) calendar days following the date of its recordation.
- 7.10 Release of Lien. Within twenty-one (21) days of payment of the sums specified in the Notice of Delinquent Assessment, the Association shall record or cause to be recorded in the office of the county recorder in which the Notice of Delinquent Assessment is recorded, a lien release or notice of rescission and provide the owner of the separate interest a copy of the lien release or notice that the delinquent assessment has been satisfied.
- 7.11 Collecting Delinquent Assessments. In the event that the owner does not pay the sum specified in the Notice of Delinquent Assessment or comply with a payment plan entered into with the Association in accordance with paragraph 7 of this Collection Policy, the Association may begin collecting the delinquent assessment by any of the applicable methods:
- A. Non-Foreclosure. Fore delinquent assessments of an amount less than \$1,800, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, the Association may collect or secure the debt by implementing any of the following:
 - (i) Small claims court. The Association may file a small claims court action against the owner.
 - (ii) Record a Lien. The Association may record a lien against the owner's separate interest property, in accordance with paragraph 9 of this Collection Policy. Once the amount of the delinquent assessments secured by the lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, equals or exceeds \$1,800 or the

assessment is more than twelve (12) months delinquent, the Association may foreclose on the property in accordance with paragraph 11(B).

- (iii) Other Manner Provided by Law. The Association may collect or secure the debt using any other manner provided by law, except for judicial or non-judicial foreclosure.

B. Foreclosure. For delinquent assessments of an amount of \$1,800 or more, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or any assessments that are more than twelve (12) months delinquent, the Association may use judicial or non-judicial foreclosure, as permitted by California law, subject to the following conditions:

- (i) Prior to initiating a foreclosure for delinquent assessments, the Association shall offer an owner, and if so requested by an owner, shall participate in dispute resolution pursuant to either California Civil Code sections 1363.810 et seq. or 1369.510 et seq. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to initiate judicial foreclosure.
- (ii) The Board of Directors shall meet in executive session and vote as to whether to foreclose upon an owner's separate interest property. A vote to approve foreclosure of a lien shall occur at least thirty (30) days prior to any public sale. The Board shall approve the decision to foreclose by a majority vote and shall record the vote in the minutes of the next meeting of the Board open to all members. The Board shall maintain the confidentiality of the owner in the separate interest property by identifying the matter in the minutes by the parcel number of the property.
- (iii) Upon voting to approve foreclosure, the Board will provide notice by personal service to the owner who occupies the separate interest or to the owner's legal representative. The Board shall provide written notice to an owner of a separate interest who does not occupy the separate interest property by first-class mail, postage prepaid, at the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's separate interest may be treated as the owner's mailing address.
- (iv) A non-judicial foreclosure by the Association is subject to the right of redemption. The redemption period within which the separate interest may be redeemed from a foreclosure sale ends ninety (90) days after the sale.

7.12 Remedies. In addition to, and /or, in place of any other remedy specified in this Collection Policy, the Association shall be entitled to bring an action at law against the owner personally responsible for the payment of the amounts due.

7.13 Attorneys' Fees and Costs. The Association shall be entitled to charge the owner for the reasonable costs of collection, including without limitation attorneys' fees, in addition to the late charges imposed in accordance with this Collection Policy.

Article 8 Common Area (CC&R Article 4.5):

- 8.1 Nothing shall be placed, kept, stored, or parked on the Common Area without prior written consent of the Board.
- 8.2 Outdoor furniture may not be placed in the common area.
- 8.3 No Homeowner shall place rubbish, debris, or other unsightly or unsanitary materials on the Common Area.
- 8.4 Skateboards, bicycles, scooters, rollerblades and roller skates are prohibited on all walking paths.

Article 9 Courtyard Gates :

- 9.1 All new and replacement entry gates to courtyards must be approved by the Architectural Control Committee.

Article 10 Election Rules:

- 10.1 Inspector(s) of Election
 - A. Appointment and Term
 - i. Appointment. The Board of Directors shall appoint one or three persons to serve as the Inspector(s) of Election, who shall serve at the discretion of the Board, and who shall have such powers and duties as the Board shall determine, subject to the limitations imposed by these election rules (“Election Rules”).
 - ii. Term. The Inspector(s) of Election shall serve in their capacity until they resign, are discharged by the Board, or until they submit their completed written report to the Board as required by Section 1(D)(2)(i).
 - B. Qualifications
 - i. The Inspector(s) of Election must be an independent third party who is not any of the following:
 - a. Currently a Member of the Board of Directors or a candidate for the Board of Directors; or
 - b. Related to a Member of the Board of Directors or a candidate for the Board of Directors.
 - ii. Within the absolute discretion of the Board, an independent third party may be a person who is currently employed or under contract to the Association for any compensable services.
 - C. Powers
 - i. Notwithstanding any provision in the Association’s governing documents to the contrary, an Inspector(s) of Election shall preside over an election or vote dealing with any of the matters set forth in Civil Code Section 1363.03(b).
 - ii. The Inspector(s) of Election may met and discuss election issues amongst themselves and /or with the Association’s legal counsel.
 - iii. If there are three Inspectors of Election, the decision or act of two or more Inspectors of Election shall be effective in all respects as the decision or act of all.
 - iv. The Inspector(s) of Election may appoint and oversee additional persons to verify signatures and count and tabulate votes as the Inspector(s) of Election shall deem appropriate, provided that the persons are independent third parties.
 - D. Duties

- i. The Inspector(s) of Election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical.
- ii. The Inspector(s) of Election shall do all of the following:
 - a. Determine the number of memberships entitled to vote and the voting power of each.
 - b. Determine the authenticity, validity, and effect of proxies, if any.
 - c. Receive ballots.
 - d. Hear and determine all challenges and questions in any way arising out of or in connection with the rights to vote.
 - e. Count and tabulate all votes.
 - f. Determine when the polls closed, consistent with the governing documents.
 - g. Determine the tabulated results of the election.
 - h. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with this section, the California Corporations Code, and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section.
 - i. Prepare a written report of the activities undertaken in any election

10.2 Director Qualifications. All persons nominated for election to the Board of Directors shall be an Owner of a Lot within the Development. Only persons who are Members in good standing of the Association shall be eligible to be elected to the Board. No more than one Owner of a Lot shall serve as a Director at the same time.

10.3 Nomination Procedures.

- A. Notwithstanding any provision contained in the Association's governing documents to the contrary, Members may nominate themselves as candidates for election to the Board of Directors.
- B. Nominations for election to the Board shall be made by the following methods:
 - i. A nominating committee as described in the Association's Bylaws; and/or
 - ii. A Member may nominate himself or herself as a candidate for election to the Board of Directors by giving written notice of such nomination to the Association's Board, or other designated agent, at least 15 days prior to the distribution of the secret ballots.
- C. If Directors are to be elected at a meeting of the Members, nominations may also be made from the floor.
- D. If a person nominated is not qualified to hold an elected position his or her name shall not appear on the ballot and he or she will not be permitted to serve if elected.

10.4 Media Access.

- A. If any publicity is provided by the Association during a campaign, the Association shall ensure that equal access is given to all candidates and Members advocating a point of view for purposes that are reasonably related to the election.
- B. If any publicity is provided by the Association, the Association will not censor, edit or redact the communication but shall include a statement specifying that the message is that of the Members and the Association is not responsible for its content. The following statement shall be published by the Association: "The views expressed are those of its author and do not reflect the views of the Association, its directors, managers, employees, or agents. The author is solely responsible for its content. The Association is required by law to publish the communication as written regardless of the content."

10.5 Common Area Meeting Space.

- A. If common area meeting space exists, it shall be provided at no cost to all candidates and Members advocating a point of view for purposes reasonably related to the election or

vote, subject to procedural rules as may be adopted by the Board to assure orderly use of such meeting space.

- B. If required by the governing documents, the Association will schedule a community election forum prior to an election of the board of a vote subject to these Election Rules, whereby candidate and members who are advocating a point of view which is the subject matter of the pending election or vote may attend and speak to any Association Member choosing to attend. The community election forum shall be conducted in accordance with the governing documents and any procedural rules adopted by the Board.
- C. Any member desiring to use the common area meeting space for such a purpose shall be responsible for leaving the premises in the condition they were found. The Member shall be required to provide a deposit which will be returned when the premises are returned clean and undamaged.
- D. If following the deadline for submitting written notification of the desire to be a candidate, the number of eligible candidates is equal to or less than the number of seats to be filled, the Board may dispense with the mailing of the secret ballots as such mailing would serve no purpose and, in its discretion, appoint those candidates to replace those Directors whose terms would be expiring. In the event the Board appoints directors in this manner, then within 15 days following the appointed candidates taking office the Board shall publicize the appointments in a communication directed to all Members.

10.6 Association Funds. Association funds shall not be used for campaign purposes in connection with any election, except that the Association may provide publicity equally in its discretion.

10.7 Voting Qualifications.

- A. Only Members in good standing shall be entitled to vote.
- B. Members shall be entitled to cast one (1) vote for each Lot owned.
- C. Voting periods shall be determined by the Board of Directors for all matters subject to these Election Rules.

10.8 Methods of Voting

- A. The Association shall not be required to prepare or distribute proxies when voting on any matter requiring vote by secret ballot under Civil Code Section 1363.03. Proxies may not be construed or used in lieu of a ballot.
- B. If any proxies are received, they are valid and effective only if they comply with California law and the Association's Bylaws. The Inspector(s) of Election shall determine the authenticity of any proxies received and may deem a proxy used to vote by secret ballot authentic only if the proxy complies with California Civil Code Section 1363.03(d). When making such a determination, the Inspector(s) of Election may also take into consideration any reasonable criteria established by the Board of Directors to authenticate a proxy.
- C. The authenticity, validity and effect of proxies with respect to any other Member voting matter that is not determined by secret ballot shall be as set forth in the Association's Bylaws, as such Bylaws may be amended from time to time, and in California law.

10.9 Voting Period.

- A. The voting period shall begin on the date the ballots are distributed and shall close on the date established by the Board, which shall be not less than 30 days from the date of distribution. Once appointed to oversee an election, the Inspector(s) of Election shall determine, in their discretion, the specific date and time when the polls close.
- B. In the Board of Directors sole discretion the voting period may be extended if sufficient ballots have not been received.

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- 10.10 Ballot Requirements. Voting with regard to the matters addressed in Civil Code Section 1363.03(b) shall be determined by using a double envelope system to ensure the anonymity of the Member casting his or her vote.
- 10.11 Ballot and Voting Procedure
- A. Ballots
- i. A ballot and two pre-addressed envelopes, a smaller (inner) envelope and a larger (outer) envelope, along with instructions on how to return the ballot shall be mailed by first-class mail or delivered by the Association to every Member not less than 30 days prior to the deadline for voting.
 - ii. A voter may not be identified by name, address, or the lot number that entitles him or her to vote on the ballot.
 - iii. The ballot itself is not be signed by the Member voting, but is to be inserted into the smaller (inner) envelope that is sealed by the Member. This envelope is inserted into larger (outer) envelope that is sealed by the Member.
 - iv. The larger (outer) envelope is addressed to the Inspector(s) of Election. In the upper left-hand corner of the second envelope, the voter shall sign his or her name, indicate his or her name, and indicate the address, or separate interest identifier that entitles him or her to vote.
 - v. The ballot may be mailed or delivered by hand to a location specified by the Inspector(s) of Election. The Member may request a receipt for delivery.
 - vi. Once a ballot is cast it cannot be revoked. A ballot is “cast” when it is received.
 - vii. Each ballot (envelope) received by the Inspector(s) of Election shall be treated as a Member present at a meeting for purposes of establishing quorum.
- B. Vote Tabulation
- i. The ballots shall not be opened or otherwise reviewed prior to the time and place at which the ballots are counted and tabulated. In no event shall any ballots be opened if insufficient ballots exist to meet the quorum requirement.
 - ii. All votes shall be counted and tabulated by the Inspector(s) of Election, or the duly authorized persons appointed by the Inspector(s) of election to count and tabulate the votes, in public at a properly noticed open meeting of the Board of Directors.
 - iii. If the Inspector(s) of Election determine that insufficient ballots exist to meet the quorum requirement, the Board:
 - a. Shall extend the voting period for elections to the Board of Directors.
 - b. May extend the voting period for any other matter subject to these Election Rules.
 - iv. In a Board of Director election, if there is a tie vote between those candidates who receive the lowest number of votes, the tie shall be broken by a random method, as determined by the Inspector(s) of Election.
- 10.12 Voting Results, Storage and Retention
- A. Election Results
- i. The Inspector(s) of Election shall promptly report the results of the election to the board of Directors who shall record the results of the election in the minutes of the next Board meeting and make them available to the Members of the Association for review.
 - ii. Within 15 days of the election, the Board shall publicize the tabulated results of the election in a communication directed to all Members.
- B. Custody, Storage and Retention of Ballots from Elections
- i. Custody

- a. The sealed ballots shall remain in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) of Election at all times prior to tabulation of the vote until the time allowed by California Corporations Code Section 7527 for challenging the election has expired.
 - b. In the event of a recount or other challenge to the election process, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection and review by the Members or their authorized representatives. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.
 - c. Once the time for challenging the election has expired, the Inspector(s) of Election shall transfer physical custody of the ballots to the Association.
- ii. Storage and Retention
- a. After the transfer of the ballots to the Association, ballots shall be stored by the Association in a secure place for at least one year after the date of election.

Article 11 Enforcement (CC&Rs Article 10 and Bylaws Section 8.1.4):

- 11.1 Violations as Nuisance. Every act or omission constituting or resulting in a violation of any of the provisions of the Governing Documents shall be deemed to constitute a nuisance. In addition to any other remedies which may be available, such nuisance may be abated or enjoined by the Association, its officers, the Board or by any Owner. The Board shall not be obligated to take action to abate or enjoin a particular violation if, in the exercise of its discretion, the Board determines that acting to abate or enjoin such violation is not likely to foster or protect the interests of the Association and its Members as a whole.
- 11.2 Violation of Law. Any violation of a state, municipal or local law, ordinance or regulation pertaining to the ownership, occupancy, or use of any property within the Development is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.
- 11.3 Owners' Responsibility for Conduct and Damages. Each Owner shall be fully responsible for informing the members of his or her household and his or her tenants, Contract Purchasers, contractors and guests of the provisions of the Governing Documents, and shall be fully responsible for the conduct, activities, any Governing Document violation of any of them, and for any damage to the Development or the Association resulting from the negligent or intentional conduct of any of them or any household pets. If a Lot is owned jointly by two or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.
- 11.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the Governing documents through non-use of any Common Area facilities or by abandonment of his or her Lot.
- 11.5 Rights and Remedies of the Association.
- A Enforcement Rights. The Association, its Directors, officers, or agents, and any Owner shall have the right to enforce any and all provisions of the Governing Documents by any proceeding at law or in equity, or through the use of such other remedies as are available and deemed appropriate by the Board. Each remedy provided is cumulative and not exclusive. The Board shall not be obligated to take action to enforce a provision of the Governing Documents if, in the exercise of its discretion, the Board determines that acting to enforce the provision is not likely to foster or protect the interests of the Association and its Members as a whole.

- B. Member Not In Good Standing. Upon a determination by the Board of Directors, after prior notice to the affected Member and an opportunity for a hearing, that such Member has violated any provision of the Governing Documents including a failure to pay any Assessment when due, the Board shall give notice in writing to such Member that he or she is deemed not to be a Member in Good Standing. Such Member shall be deemed to remain in that status until such time as the Board shall determine in writing that the violation which resulted in the Board's determination has been cured or remedied or, on some other basis as in the judgment of the Board is just and proper, that such Member shall again be deemed to be a Member in Good Standing of the Association. Such Member shall be so notified in writing with a copy given to the Secretary.
- C. Imposition of Sanctions. In the event of a breach or infraction of any provision of the Governing Documents by an Owner, members of an Owner's household, or his or her tenants, Contract Purchasers, contractors, guests or invitees, the Board shall have the power to impose sanctions against the Owner. Such sanctions may include, without limitation, the imposition of fines and/or the suspension of an Owner's rights as a Member, including an Owner's voting rights or an Owner's right to use the recreational or community facilities on the Common Area. Except as provided in Section 10.7 below, imposition of sanctions shall be effective only after notice and an opportunity for hearing as provided in Section 8.1.4 of the Bylaws. The payment of any such fine may be enforced as an Enforcement Assessment as provided in Section 6.8 of this Declaration as well as in any manner permitted by law. Further, each Owner shall be obligated to pay reimbursement Assessments levied by the Board for reimbursement of any costs incurred by the Association relating to violation of any provisions of the Governing Documents by the members of such Owner's household and such Owner's tenants, Contract Purchasers, guests, pets, or other invitees.
- D. Inadequacy of Legal Remedy. Except for the non-payment of any Assessment levied pursuant to the provisions of Article 6 of this Declaration, it is hereby declared that a remedy at law to recover damages for a default in the performance of any of the terms and provisions of any of the Governing Documents or for the breach or violation of any such provisions is inadequate and that the failure of any Owner or a member of the household of any Owner or an Owner's tenants, guests, or household pets or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Association, its Officers or Board of Directors, or by any Owner or by their respective successors in interest.
- E. Limitation on Disciplinary Rights. The Association shall not have the power and authority to cause a forfeiture or abridgment of a Member's right to the full use and occupancy of his or her Lot as the result of the failure by such Owner, members of such Owner's household, or his or her tenants, guests, invitees or household pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgment is the result of the judgment of a court of competent jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or sale under private power of sale for failure of such Owner to pay Assessments levied by the Association pursuant to Article 6 of this Declaration. The provisions of this subsection shall not affect the Association's right to impose fines or

- monetary penalties or to suspend an Owner's membership rights, as provided in the Governing Documents.
- 11.6 Disciplinary Rules. The Board or a committee appointed by the Board for that purpose may adopt rules and regulations that further elaborate upon and refine procedures for conducting disciplinary proceedings and otherwise imposing sanctions upon Members of the Association for violation of provisions of the Governing Documents. Such rules, when approved and adopted by the Board, shall be deemed to be a part of the Association Rules provided for in, and constituting a part of, the Governing Documents.
- 11.7 ***Emergency Situations.*** ***The following shall constitute emergency situations: (i) an immediate and unreasonable threat to the safety of Residents of the Development, (ii) a traffic or fire hazard or threat of material damage to or destruction of the Development or any portion thereof. Notwithstanding any other provisions of the Governing Documents, under circumstances involving conduct that constitutes an emergency situation, the Association may undertake immediate corrective or disciplinary action.*** Hearings with respect to such corrective or disciplinary action shall be in accordance with Section 8.1.4(e) of the Bylaws.
- 11.8 Non- Waiver. Failure to enforce any provision of the Governing Documents at any time shall not be deemed a waiver of the right to do so thereafter with respect to the same or any other violation of any provision of the Governing Documents.
- 11.9 Notices. Any notices required or given under this article shall, at a minimum, set forth the date, time, and location of any hearing, a brief description of the act or omission constituting the alleged violation of the Governing Documents, a reference to the specific Governing Document provision or provisions alleged to have been violated, and the sanction, disciplinary action, or other enforcement action being contemplated by the Board, if any. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice to the affected Member; provided, however, that if notice is given by mail, it shall be sent by first-class mail, postage prepaid, sent to the most recent address for the affected Member as shown on the records of the Association.
- 11.10 Costs and Attorneys' Fees. In the event the Association shall take any action to enforce any of the provisions of the Governing Documents or shall determine that any Member or members of his or her household or his or her tenants, Contract Purchasers, guests, invitees or household pets have violated any provision of the Governing Documents, and whether or not legal or judicial proceedings are initiated, the prevailing party shall be entitled to recover the full amount of all costs incurred, including attorneys' fees, in responding to such a violation and/or in enforcing any Governing Document provision. The remedies of the Association to recover the amount of such costs and attorneys' fees shall include, without limitation, the imposition of a Reimbursement Assessment as provided in Section 6.7 of this Declaration.
- 11.11 Indemnification. Each Owner, by acceptance of his or her deed, agrees for himself or herself and for the members of his or her household, his or her Contract Purchasers, tenants, guests or invitees, to (i) indemnify each and every other Owner for, (ii) to hold each and every other Owner harmless from, and (iii) to defend each and every other Owner against, any claim of any person for personal injury or property damage occurring within the Lot of such Owner, except that such Owner's liability may be diminished to the extent that the injury or damage occurred by reason of the negligence of any other Owner or person temporarily visiting in such Lot or is fully covered by insurance.
- 11.12 Sanctions; Hearings; Continuing Violations. Impose any or all of the following sanctions, and conduct hearings, as indicated below:
- A. Suspend the voting or other membership rights and privileges of a Member, including the right to use the recreational facilities (i) during any period in which

- such Member shall be in default in the payment of any Assessment, fine or other charge levied by the Association, and (ii) for any infraction of the Governing Documents.
- B. Except as provided in Section 10.7 of the Declaration and Section 8.1.4(e) below, before any discipline is imposed upon a Member, the Board shall hold a meeting to consider the matter.
 - C. At least ten days prior to any Board meeting where the imposition of discipline upon a Member is to be considered, the Board shall provide written notice of the meeting to the Member by either personal delivery or first-class mail. The notice shall contain at least (i) the date, time and place of the meeting, (ii) the nature of the alleged violation for which the Member may be disciplined, and (iii) a statement that the Member has a right to attend the meeting and may address the Board at the meeting.
 - D. When corrective action is taken in emergency situations as specified in Section 10.7 of the Declaration:
 - i. The Board may act on its own initiative to schedule a hearing.
 - ii. If the Board has not scheduled a hearing and the disciplined Member desires a hearing, the Member's written request therefore shall be delivered to the Association no later than ten days following the date when the notice of the Board's disciplinary action is transmitted to the Member. The hearing shall be held within 30 days following the receipt by the Board of the Member's request for a hearing.
 - iii. If a hearing is scheduled or requested, any discipline already imposed shall be held in abeyance and shall become effective only if affirmed at the hearing.
 - iv. Notification of all hearings shall be made in accordance with Section 8.14(d).
 - E. In case of a continuing violation, the Board may deem such continuing violation to constitute two or more separate and distinct violations of the same Governing Document provision and may impose separate and successive sanctions for each such violation. However, the Board shall not impose a separate sanction for violation of the same provision more frequently than once per day.
 - F. If the Board imposes discipline upon a Member, the Board shall provide the Member with written notification of the disciplinary action, by either personal delivery or first-class mail, within 15 days following the action. See Resource section for Schedule of Monetary Penalties.

Article 12 Exterior Window Shades:

- 12.1 Bamboo and vinyl exterior window shades are prohibited. Samples of approved coverings for exterior window shades are available in the office.

Article 13 Front Doors:

- 13.1 Replacement front doors require an application for approval, which is available in the office.
13.2 Front doors must be painted to blend with the house or trim colors, or must be wood tones.

Article 14 Interior Window Coverings (CC&R Article 4.8):

14.1 In no event shall aluminum foil, bed sheets, newspapers, cardboard or similar materials be placed in windows.

Article 15 Internal Dispute Resolution (Civil Code 1363.850):

15.1 This policy applies to a disputed between the association and a member involving their rights, duties, or liabilities under the Davis-Stirling Act, under the provisions of the Corporations Code relating to mutual benefit corporations (commencing with Corporations Code 7110, or under the association's governing documents).

15.2 Either party to a dispute within the scope of this article may invoke the following procedure:

- A. The party may request the other party to meet and confer in an effort to resolve the dispute.
- B. A member of the association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
- C. The association's board of directors shall designate a member of the board to meet and confer.
- D. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- E. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board's designee on behalf of the association.

15.3 A member of the association will not be charged a fee to participate in the process.

Article 16 Landlords and Tenants (CC&R Article 4.18):

16.1 Landlords are responsible for violations of the rules by their tenants.

16.2 Homeowners renting a home must notify the Association by filling out the CHOA Rental Update, which is available in the office.

16.3 Landlords must have a non-sublet clause in their rental agreements.

16.4 Landlords are responsible for providing tenants with a copy of these rules and the C&Rs.

Article 17 Landscape (CC&R Article 9):

17.1 All landscape changes and alterations require the approval of the Landscape Committee and the Board.

17.2 Forms to request alterations are in the office and can be downloaded from the Crosswoods website, www.Crosswoodshoa.com. See Resource Section for Landscape Application.

17.3 No Homeowner may allow plants to adhere to any structure such as decks, ramadas, and siding, nor to brick fences and facades.

17.4 The Committee reserves the right to approve requests conditioned on a change of the plant material and location. Alterations should be based on appropriate plantings and minimum maintenance.

- 17.5 An adequate distance must be allowed between trees, shrubs, structures, borders, etc., to allow easy access of maintenance equipment.
- 17.6 Where the lawn competes with trees for water and nutrients, the lawn will be removed and maintained at a minimum distance of 24 inches from the tree or shrub trunk. A similar distance will be kept bare around most plantings for easier lawn care.
- 17.7 All requests for reseeding of lawn areas must be submitted to the Landscape Committee. If lawn reseeding is considered feasible but subsequently fails, it will not be repeated; however, a ground cover may be considered.
- 17.8 Know your plant material! Trees with invasive root systems will not be allowed near foundations, paths, walks or driveways. Climbing plants will not be allowed to grow on any structure. Large trees and shrubs will not be allowed in small walkway planting areas.
- 17.9 All borders between grass areas and shrub beds must be installed at ground level unless they are retaining type structures. Brick and earth-tone concrete keystone bricks are the only products which will be approved.
- 17.10 The growing of garden vegetables in the common areas is not allowed.
- 17.11 Stepping stones must be exposed aggregate concrete, flagstone or brick. They must be used sparingly and in close proximity to decks, front porches, and driveways but they are not allowed to create a walkway across a lawn. All stepping stones must be installed flush with the ground level.
- 17.12 No fruiting trees are allowed to be planted.
- 17.13 In general, healthy, non-invasive tree and shrubs will not be removed. However, because Crosswoods' landscaping is now mature, certain trees and shrubs may be removed for safety reasons, to prevent structural damage or to reduce maintenance.
- 17.14 The preservation of oak trees is of primary importance to the Landscape Committee and the Association. Therefore, the Committee will adhere to the following statement of purpose when considering the request for removal of an oak tree:
 - A. The oak trees in Crosswoods are considered to be in a special category and the preservation of the native landscape provided by the oak trees will be considered carefully regarding the health of the oak trees as well as any possible future danger or expense to the Association.
 - B. The Committee believes that, if at all possible, the oak trees should be trimmed before considering removal. When a professional arborist determines that trimming will not be a suitable solution, the tree should be removed. Alterations which negatively impact the health of an oak tree will not be approved.
- 17.15 A Landscape Alteration Application must be submitted before placing any type of planting container, sculpture, bird bath or similar item in the common area. This does not include such items being placed on entryway porches, decks and enclosed courtyards. Planters and other such items approved by the Committee are the sole responsibility of the homeowner and must be maintained in good condition. The Committee can request that containers and plant material and items in poor condition be refurbished, replaced or removed. In the event that the requested action is not taken by the homeowner, the Committee can ask the Board of Directors to instruct the staff to remove or replace the offending item at the homeowner's expense.
- 17.16 No one other than an Association representative shall make or create any excavation or fill or change the natural or existing drainage in the common area without the prior approval of the Committee.
- 17.17 The benches placed in the common areas along Crosswoods Circle and the walking paths are amenities long enjoyed by the residents. Two types of benches have proven to be comfortable, attractive and durable. They are 1) the sculptured concrete type which is purchased and installed on concrete squares and 2) those constructed of redwood 2X4's by the Facilities crew and

mounted on redwood posts in concrete. Backrests are not provided. Stepping stones may be placed in front of the benches. All installations will be done by the Facilities crew. Bench size, style, location and installation, consistent with these Rules, requires approval of the Committee.

- 17.18 Trees and Shrubs in Courtyards. Inside courtyards, homeowners are responsible for the trees and shrubs and any problems caused by them. The homeowner must removed dead trees and shrubs within 30 days after notification by the Association. The Committee has the authority to remove, at homeowner's expense, any plantings which are causing damage to plumbing, electrical or sewer lines, pavement, brick walls, foundations or siding.
- 17.19 The Board and Committee have adopted a list of approved plants, shrubs and trees. See Resource Section for the detailed list.

Article 18 Mailboxes and Newspaper Tubes (CC&R Article 4.20):

- 18.1 Exterior newspaper tubes are prohibited.
- 18.2 Freestanding mailboxes, except those provided by the United States Postal Service, are prohibited.

Article 19 Noise/Nuisance (CC&R Article 4.4):

- 19.1 Homeowners, their families and their guests are responsible for maintaining the tranquility of our community. No resident shall permit noise, including loud music or barking dogs, tobacco smoke, or any other activities which in any way disturbs another resident's enjoyment of his lot or the common area.
- 19.2 It is expected that noises from inside a home, garage, within a courtyard or upon a deck will not disturb neighbors in adjoining residences.

Article 20 Parking (CC&R Article 4.13):

All streets in Crosswoods with the exception of Crosswoods Circle are fire lanes, and parking is prohibited on all courts and lanes.

- 20.1 Parking on the private streets within Crosswoods is prohibited except for emergency vehicles, service vehicles, moving vans, or delivery vehicles parked for the period of time required to perform their function.
- 20.2 No trailer, motor home, recreational vehicle, camper or boat may be parked or kept within the development unless placed or maintained completely within a garage, with the exception of vehicles packing or unpacking, where parking is limited to 24 hours before and 24 hours after a trip.
- 20.3 Cars may be washed in driveways, providing all washing materials are completely washed away.
- 20.4 No maintenance or repairs of any kind may be made to vehicles within the common area or in driveways, except for such emergency repairs necessary to remove the vehicle from the common area.
- 20.5 Vehicles of residents must be parked in the garage or the Resident's driveway. No more than two cars may be parked in a driveway at any one time, except for visitors of the Resident, who may use the driveway only if it does not block access to any other driveway.
- 20.6 Homeowners may not use guest parking places.
- 20.7 No Homeowner's or guest's vehicle may block access to another Resident's driveway.
- 20.8 The operation of any motorized vehicle on any landscaped or paved pathway is prohibited, except for mobility scooters and motorized wheelchairs.

- 20.9 Vehicles which are inoperable or which do not have a current registration tag may not be parked in driveways or guest parking.

Article 21 Pool Rules

- 21.1 Our pools are private and for the exclusive use of Crosswoods residents and their guests who must be accompanied by a resident. Please be courteous and identify yourself as a Crosswoods resident if requested to do so. Pool users who are not able to identify themselves adequately will be required to leave the pool area.
- 21.2 Gates must remain locked at all times.
- 21.3 Pool hours are from 9:00 a.m. to 10:00 p.m.
- 21.4 AN ADULT RESIDENT AGED 18 YEARS OR OLDER MUST ACCOMPANY ALL GUESTS.
- 21.5 An adult resident aged 18 years or older must accompany family members under 14 years of age. Resident children aged 14 – 17 may use the pool without being accompanied by an adult resident but may not bring guests without an accompanying adult resident.
- 21.6 Guests of adult residents may not exceed eight per resident family.
- 21.7 Prohibited articles in the pool areas include, but are not necessarily limited to, glass containers, pets, skateboards, bicycles, Frisbees, beach balls, inner tubes, floatation devices (except swimming aids, such as water wings), and air mattresses, which may become dangerous or annoying to other persons.
- 21.8 Prohibited pool activities include, but are not necessarily limited to, running, pushing, throwing objects, or any type of offensive or dangerous behavior.
- 21.9 Only swimsuits may be worn in the pools, no cutoffs.
- 21.10 No diapered children will be allowed in the pools (unless a one-piece waterproof swim diaper is worn).
- 21.11 Long hair must be covered by caps or braided; no metal hair clips or hairpins may be worn in the pool.
- 21.12 All swimmers must shower prior to entering the pool.
- 21.13 You must pick up and dispose of your trash. Please do not litter our pool.
- 21.14 Adult residents may host a party, such as birthday party, of not more than 25 persons by submitting a written request at least one week in advance of the party. Residents may not reserve pools for the exclusive use of private parties. Please contact the Office for party usage conditions and requirements.

Article 22 Sales (CC&R Article 4.26):

- 22.1 Estate sales, garage sales, moving sales, and yard sales are prohibited.
- 22.2 Cars, boats and other vehicles with “For Sale” signs may not be parked on private streets in Crosswoods.

Article 23 Satellite Dishes (CC&R Article 4.10):

- 23.1 Homeowners must submit an application for approval before installation of a satellite dish.
- 23.2 Dishes must be placed as inconspicuously as possible to receive satellite signals.

- 23.3 Homeowners will be responsible for any and all costs to repair damages caused by unauthorized installation of satellite dishes.

Article 24 Signs (CC&R Article 4.9):

- 24.1 The only signs allowed in Crosswoods are: House For Sale, House For Rent, House For Lease, political campaign signs, or alarm signs.
24.2 Political campaign signs must be removed within 24 hours of any election.
24.3 Only metal sign frames are permitted.
24.4 Signs must be placed as close to the Homeowner's unit as reasonable.
24.5 Open House signs are limited to four per open house event and are permitted only on weekends and holidays during daylight hours.

Article 25 Sports Apparatus (CC&R Article 4.7):

- 25.1 No sports apparatus, whether portable or fixed, including basketball standards, shall be erected, maintained, or utilized within the Development.

Article 26 Trash Disposal (CC&R Article 4.11):

- 26.1 Trash and recycling containers must be kept closed and stored **completely out of view** from the Common Area or any other residence.
26.2 Containers may be placed at the curb no earlier than the evening before pick up and returned to the residence no more than 12 hours after pick up.
26.3 All trash must be placed in either the trash or recycling containers.
26.4 Recycling containers may only be placed on Crosswoods Circle, no earlier than the evening before pick up and returned to the residence no more than 12 hours after pick up.

Article 27 Window Boxes:

- 27.1 Window boxes are not approved under any circumstances due to the water damage that will result to the building.

Article 28 Woodpiles and Storage Piles (CC&R Article 4.25):

- 28.1 Woodpiles and storage piles **of any kind** are prohibited on decks, under decks, and in the common areas at all times.



Resource Section