

*Stonegate Woods  
Homeowners' Association*

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## Rules and Regulations

revised and adopted April 1997

### 1. CARPORTS AND VEHICLE PARKING

*The Board will exercise its right to remove a vehicle (Vehicle code section 22658, a.2) at the owner's expense. A 96-hour notice will be placed on the vehicle, and if it is not removed within the specified time frame, it will be towed. Unclaimed vehicles will be sold for moving and storage charges.*

- a) Each carport is assigned to a unit.
- b) No inoperable, unlicensed, unused, or dilapidated vehicle may be stored in the carports or anywhere within the common area.
- c) The carport shall not be used as a storage area. Any material so stored shall be removed immediately upon notification from the Association. If the material is not moved, the Association will move and dispose of the material at the owner's expense.
- d) Recreation vehicles cannot be stored within the Stonegate Woods project. Recreational vehicles can be parked *temporarily* for loading and unloading only.
- e) No auto repair work may be done in the carports or in the common area.
- f) All uncovered parking spaces are unassigned.

### 2. STORAGE UNITS

*Storage units are provided for convenience and are owned by the Association.*

- a) Each storage unit is assigned to a unit.
- b) Storage unit outlets are provided for task convenience and are not to be used for an extended period of time.
- c) Storage of hazardous materials is not permitted.

### 3. COMMON AREAS

*Common areas are for the enjoyment of all and are owned and maintained by the Association.*

- a) The common area, including sidewalks and parking areas, must be kept free of debris and personal belongings, such as bicycles. Residents will be held personally responsible for damages caused by their belongings to landscaping and/or injury to anyone in the common area.
- b) Owners shall be liable for any damage that they cause to common property whether accidental or otherwise, and shall be responsible for prompt repair and/or restoration of the damaged property. Should the damage prove deliberate by reliable witnesses, the offender will be fined in addition to cost of repairs.
- c) Climbing on fences, trees, mail boxes, dumpster walls, and signs is prohibited.

## 3. COMMON AREAS, CONT.

d) No signs, bills or fliers shall be posted in the common area without prior approval of the Board of Directors. Election signs may only be posted within a private yard.

## 4. RESIDENCE BUILDINGS AND YARDS

*To preserve your investment, certain rules of uniformity must be observed.*

- a) Exterior modifications to buildings are restricted (Art. XV, sect.9 CC&Rs). Modifications must be approved by both Stonegate Woods Homeowners' Association and Stonegate Country Club. No alterations, such as patio covers, gazebos or fences may be installed without permission.
- b) Exterior paint color cannot be changed. The exterior paint specifications are on file with the property management.
- c) Private yards shall be kept neat, clean and free of noxious materials.
- d) Yard plantings must not extend through or above the fence into the common area.
- e) If landscaping or yard improvements must be removed for repair of the common area, notice shall be given to the owner by the Association specifying a reasonable amount of time for the owner to complete the work.

## 5. GARBAGE DISPOSAL

*Dumpster areas are owned and maintained by the Association.*

- a) All trash must be placed in the dumpster or it will not be collected.
- b) All wet garbage must be plastic bagged.
- c) Recyclable material should be placed in the appropriate container.
- d) Cardboard boxes should be broken down.
- e) Yard trimmings should be placed on Lake Boulevard for pick-up. Grass clippings must be bagged.
- f) Christmas trees shall be placed on Lake Boulevard for pick-up.
- g) Large items, such as furniture and mattresses, shall not be placed in the dumpster. These items cost the Association extra money to haul away. Please take these items to the dump.

## 6. PETS

- a) No household pet shall be chained or tethered in the common area or carport.
- b) Pet owners are responsible for the immediate pick up and sanitary disposal of their pet's wastes - from their own units as well as from the common area.
- c) All pets must be licensed and vaccinated.
- d) Dogs are not allowed to roam unattended in the common area.
- e) Pet owners are responsible for any property damage, injury, and disturbances that their pets might inflict.

## 7. OFFENSIVE CONDUCT: NUISANCE

## a) Noise

*includes, but is not limited to, stereos, TVs, parties, musical instruments, honking horns, talking.*

- 1) Noise must be strictly limited between 10pm and 8am . During these quiet hours, residents should avoid engaging in activities that may disturb their neighbors.
- 2) Music must not be heard outside an individual unit. This includes limiting noise level so that it is not heard in the adjacent units.
- 3) Noise shall be terminated upon request.

b) Alcoholic beverages are not to be consumed in the common area. Occupants are required to inform their guests of these rules and are responsible for their guest's behavior.

c) Activities that could involve harm to person or property are not allowed.

## 8. REAL ESTATE SIGNS

a) One sign per unit

b) Sign shall be placed as close to the unit as possible.

c) Sign shall not be posted in the common area lawn.

d) Upon sign removal, common area landscape will be returned to prior condition.

e) "For rent" signs shall be placed in the unit's private yard and not in the common area.

## 9. ANTENNAS

All satellite dishes, television and/or radio antennas must be approved by the Board before placement in private yards, if visible from the common area.

## 10. SPEED LIMIT

Speeding in Woods Circle is prohibited. Attention to individuals, pets, and other traffic requires safe driving and a reasonable speed limit.

## 11. HOMEOWNER COMPLIANCE

*In order to protect your investment and each resident's personal rights, we ask all homeowners to comply with these rules.*

a) Homeowners, whether residents or absentee, are responsible for all maintenance of their respective property. Homeowners are required to comply with all Association requests for maintenance within the time limits set by the Board.

b) Homeowners are responsible for following these Rules and Regulations and that any residents that you may have renting your property now or in the future have a copy of these Rules and Regulations and that they adhere to them.

c) Homeowners are responsible for registering with the Association manager as to the occupancy of their unit, whether owner occupied or rented. Homeowners who rent their units are required to cooperate with the Association in all matters pertaining to the conduct of the residents of that unit.

## Rules Enforcement Policy

The following procedure will apply to all violations and infractions of the governing documents and rules and regulations. Owners may report violations to the management company or the Board of Directors by submitting a written notice describing the violation. The Board of Directors, management company, or committee appointed by the Board may also note any violations discovered during walk-throughs or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, action will be taken as follows:

1. A first notice to correct the violation will be sent by the management company. The notice will contain a description of the violation and instructions regarding response to the notice and correction of the violation. The owner will be notified that a fine will be imposed if the violation is not corrected.
2. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved.
3. If the violation continues, the Board may refer the matter to the association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.

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Fine Schedule

Reasonable Fines for the first time violations shall be levied in accordance with the following schedule:

Hazardous Activities (Risk of harm to person or property)	\$100.00
Vehicle and Parking Restrictions	\$50.00
Unauthorized Improvements to Property	\$75.00
Any violation of the By-Laws, CC&Rs, or Rules and Regulations not specifically mentioned	\$50.00

Fines shall be in addition to an assessment levied to reimburse the association for expenses and costs. Fines for continuing or repeated violations within a twelve month period may be increased in increments of double the amount of the original fine or up to \$200.00 for each subsequent offense at the discretion of the Board. Four (4) or more violations assessed to a single lot/unit in any twelve (12) month period may result in an additional fine of up to \$100.00 at the discretion of the Board of Directors.

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Complaint Form

Violations of the Stonegate Woods Rules and Regulations may be reported to the Board of Directors via the property manager and will be discussed at the first Board meeting following the receipt of the complaint. Please provide the following information when filing your complaint.

Date: \_\_\_\_\_

Date(s) of Violation: \_\_\_\_\_ Time: \_\_\_\_\_

Location of Violation: \_\_\_\_\_

Violation Description:

*if parking violation, please include vehicle license number, make and model*

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Name of Violator: \_\_\_\_\_

Address: \_\_\_\_\_

Would you like to be advised of the complaint outcome? YES / NO

Additional Comments:

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Additional Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Delinquency/Collection Policy  
1997

This collection policy is based on Article XI of the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") established for the Woods. Assessment payments are billed monthly and are due on the first day of each month. All owners are obligated to pay this assessment with or without receipt of a billing notice. Any assessment not paid within 30 days after the due date shall additionally accrue interest at the rate of 12% per annum calculated from the due date to and including the date full payment is made.

All payments shall be applied to outstanding balances in the following order of priority:

Assessments  
Special Assessments  
Late Charges  
Legal Fees & Costs  
Interest  
Fines

The delinquency policy is as follows:

<u>Number of days After Due Date:</u>	<u>Action to be Taken:</u>
30	A "Pay or Lien" letter will be sent by a collection entity explaining that, if full payment is not received within 30 days, a Lien will be filed against the property.
60	A Lien will be filed against the property by a collection entity. A "Lien Letter" will also be sent explaining that, if full payment is not received within 15 days, the property may be subject to Foreclosure Proceedings. A \$35.00 Lien Charge and a fine of \$50.00 for trouble and expenses of recording and collection (\$85.00 total), will be charged to the owner's account. The assessment is considered to be in default.
90	An "Intent to Foreclose" Letter will be sent by the collection entity explaining that, if full payment is not received within 15 days, the delinquent account will be turned over to an attorney for Foreclosure Proceedings. A \$35.00 Intent to Foreclose Charge and a fine of \$50.00 for trouble and expenses of recording and collection (\$85.00 total) will be applied to the owner's account. In addition, the filing of a Small Claims action will be processed. All charges related to the preparation, filing and any other charges related to the Small Claims action will be posted to the owner's account.
105	Foreclosure Proceedings will be initiated. All legal fees incurred by the Association will be assessed to the owner's account.

Charges for these services will simultaneously be added to the Owner's account and will become part of the total assessment against the property which must be paid in full to have the lien released or otherwise bring the account up to date. All payments received are applied to the most current month.