

**RULES AND REGULATIONS
GOVERNING LAKE SHERWOOD
AND
MAID MARION PARK**

REVISED AND APPROVED May 19, 2015

PREAMBLE

The purpose of these Rules and Regulations for Lake Sherwood, including its shoreline (the "Lake Property"), and for Maid Marion Park ("Park") is to provide Residents of Sherwood Valley Homeowners Association ("SVHOA") and Lake Sherwood Community Association ("LSCA") and their guests (hereinafter "Guests") with the opportunity to enjoy and make use of the Lake Property and Park in a safe and peaceful environment.

SVHOA has the power and authority to establish Rules and Regulations governing the Lake Property and Park. The Joint Lake Management Advisory Committee ("JLMAC"), the members of which are appointed by the Boards of Directors of SVHOA and LSCA, serves as the advisory committee to the Board of Directors of SVHOA on all matters related to the Lake Property and Park. Prior to the adoption of Rules and Regulations by the SVHOA, the JLMAC reviews, discusses, and makes recommendations to the SVHOA. The JLMAC consists of six members, three (3) of whom are selected by LSCA and three (3) by the SVHOA in accordance with the Ventura County-approved Lake Management Plan.

LAKE SHERWOOD RULES AND REGULATIONS

Water sports are inherently dangerous unless reasonable safety precautions are taken. Thus, each user of the Lake is personally responsible for following these safety precautions and these Rules and Regulations. Each person using any portion of the Lake Property does so at his or her own risk.

A. LAKE USE RIGHTS

1. Only Residents (hereinafter "Residents", who are occupants of Lots in SVHOA and LSCA) who are in compliance with these Rules and Regulations and current in the payment of their Lake Use Fees and SVHOA assessments and others who have otherwise obtained Lake Property use rights from the SVHOA shall be eligible to use any portion of the Lake Property for themselves and their Guests.
2. Guests must be accompanied by a Resident when using the Lake Property, unless prior written approval is obtained from the SVHOA that the Guest may use the Lake Property unattended by the Resident. Residents shall obtain such prior written approval at least three (3) days in advance of the Guest's use of the Lake Property. First time requests for pre-approval of a Guest shall be automatically granted upon execution and submission of the "Registration and Request for Approval (Use of Lake by Unaccompanied Guest of Resident)" and "Lake Sherwood Waiver and Indemnity (Use of Lake by Unaccompanied Guest of Resident)" forms, attached hereto as Page A-1 and A-2, unless SVHOA, through the Board or Lake management, determines that to grant the requested pre-approval would pose a threat to the community or would otherwise violate these Rules and Regulations. Review of subsequent requests shall take into account any previous violations of the Resident and the Guest.

3. Bruder Participants, or Bruder-related agreement participants (those owners of certain lots in the Lake Sherwood area who, or whose predecessors-in-interest, entered into a settlement agreement with Dayton Realty Co., the primary defendant, in Ventura County Superior Court Case No. 48018, to resolve a dispute over their claimed rights of use of the Lake Property for boating, fishing and other recreational purposes, and, as an incident to that right, access over a strip of Land surrounding the Lake and installation and maintenance of docks, mooring places and related facilities) shall pay Lake Use Fees on January 1st of each calendar year. Any use of the Lake Property by a Bruder Participant or Bruder-related agreement participant, including maintenance of a Boat (hereinafter defined) or dock upon the Lake Property, within any calendar year, shall trigger liability for payment of Lake Use Fees on those Lots which are not otherwise obligated to pay Lake Use Fees.. SVHOA Members shall pay Lake Use Fees through their SVHOA assessments when and as specified by the SVHOA. The Association shall grant no approvals requested by Residents pursuant to these Rules and Regulations unless or until all Lake Use Fees are paid to date.
4. The golf course lakes may not be used for any purpose, including, without limitation, for boating, fishing and related recreational activities.
5. Airplanes are absolutely prohibited from landing on any portion of the Lake Property.

B. BOAT REGISTRATION

1. No Boat (hereinafter defined to include, but not be limited to, boats, rowing shells, U.S. Coast Guard-approved inflatables, canoes, kayaks, paddleboats, paddleboards, windsurfers, and other vessels, as defined in the California Harbors and Navigation Code) may be present or used on the Lake Property (or allowed within the Lake Property's guard gates unless stored on the Resident's Lot) unless they are currently registered with the SVHOA. Only Residents who are current in the payment of their Lake Use Fees and have a current insurance endorsement on file with the SVHOA office may register a Boat.
2. Each Boat that is used, docked or otherwise located upon the Lake Property **must** have a current year registration sticker affixed to both the Boat's port (left) and starboard (right) sides of the stern (back).
3. Boat registration may be completed by mail, email, or in person. Registration forms are available upon request from the SVHOA management office.
4. In order to establish and maintain current registration, all Boats utilized on Lake Sherwood must be insured for a minimum of \$1,000,000 for general liability and \$50,000 for property damage, with an endorsement naming Sherwood Valley Homeowners Association (SVHOA) and Sherwood Development Company (SDC) as additional insureds, to insure against any property damage or personal injury arising out of, or attributable to, whether totally or partially, the maintenance and use of a Boat. No policy shall be canceled, reduced in coverage, or otherwise modified, except after thirty (30) days' prior written notice to SVHOA. Any violation of this provision shall result in the immediate cancellation of a Boat owner's registration with SVHOA.

If the Boat owner shall fail to procure and maintain such insurance, SVHOA may, but is not required to, procure and maintain the same, but at the Boat owner's expense, and within ten (10) days following demand by SVHOA, the Boat owner shall reimburse

SVHOA for the cost of insurance so obtained. Furthermore, failure to secure or maintain the required insurance within thirty (30) days of the yearly registration date will result in the immediate loss of Lake Use privileges and the removal of the Boat. The minimum insurance amounts set forth above may be increased in the future by unilateral decision of SVHOA, provided that at least thirty (30) days' written notice is given to all eligible Lake Users (defined as any person who is on the Lake Property, whether a Resident, Guest or other person).

5. Any Boat for which current year registration is suspended by reason of lapsed insurance, failure to abide by these Rules and Regulations, or failure to pay required Lake Use Fees shall be removed from the Lake Property at the owner's expense after SVHOA provides the owner with a duly noticed hearing pursuant to Paragraph G(8) below. However, if SVHOA determines, in the exercise of its reasonable discretion, that the personal safety of other persons on the Lake Property is threatened or the health and safety of the Lake Property would be compromised by any violation of the Boat owner, SVHOA will cause the Boat to be immediately removed without a hearing. In this event, SVHOA will afford the Boat owner a hearing after the removal to allow the owner to present his case as to why the Boat should not have been removed.
6. Abandoned Boats shall be removed from the Lake Property by SVHOA at the Boat owner's expense or in accordance with applicable law if the Boat owner cannot be identified.

C. BOAT AND MOTOR SPECIFICATIONS

1. Except for rowing shells, all Boats must be no more than 18' in length and of standard design conforming to State and U.S. Coast Guard rules and regulations.
2. Motors shall not exceed 10 horsepower.
3. Multi-hull sailboats are prohibited.
4. All Boats shall be equipped with U.S. Coast Guard-approved safety equipment, as required by law.
5. No Boat with a toilet is eligible for registration with SVHOA or for use on Lake Sherwood.
6. The number of Boats any Resident family may keep on the Lake at any one time shall be limited to a maximum of three (3), only one of which may be a pontoon Boat.
7. A representative of the SVHOA shall have the right to inspect Boats for registration and specification compliance without notice.
8. Windsurfers, Kayaks, rowing shells, paddleboards and surfboards are permitted for use on the Lake and will not be counted towards the three (3) - Boat maximum referenced in Paragraph C(6) above. However, registration and insurance requirements as stated in these Rules and Regulations shall continue to apply. They must be removed from the Lake when not in use.
9. All Boats must have an established dock to be maintained on the Lake overnight. Mooring on the shoreline or at anchor overnight is not permitted. Boats shall not be kept in parking lots overnight.

10. All Boats must be maintained in safe operating condition and in good repair for use on the Lake.
11. Boats may not be stored on top of docks unless prior written approval is obtained from the SVHOA. Such pre-approval may be granted or denied in the SVHOA's discretion.
12. No Boat moored to a dock may protrude beyond the boundaries of a given dock easement.
13. All gasoline powered boats must use external fuel tanks. Built in fuel tanks are not permitted. SVHOA maintenance and security boats are exempt.

D. BOATING RULES

1. All Boats shall be operated in compliance with the laws and ordinances of the State of California and the U.S. Coast Guard.
2. All Boat drivers must be familiar with these Rules and Regulations, be knowledgeable concerning Boat operation, and operate Boats in a safe and courteous manner.
3. Residents who are at least 18 years of age ("Adult Residents") shall assume responsibility for persons under 18 years of age who are on a Boat. No person under 16 years of age may operate a Boat, except under direct adult supervision. For children between 16 and 18 years of age, parents shall assume the responsibility and risks associated with Boat use. Adult Residents shall comply with applicable law relative to the age that persons may operate a Boat or other vessel.
4. All instructions from those granted Lake Patrol authority by the SVHOA shall be obeyed.
5. No person shall operate a Boat on the Lake while under the influence of alcohol and/or dangerous drugs identified under the California Penal Code, California Vehicle Code, and the Ventura County Ordinance.
6. Running lights meeting U.S. Coast Guard specifications shall be used on all Boats operated between almanac sunset and almanac sunrise.
7. The following U.S. Coast Guard-required safety equipment shall be maintained on board at all times during operation of a Boat:
 - (a) Approved PFDs (personal floatation devices or life jackets) for each person on board.
 - (b) Hailing horn or whistle.
 - (c) Fire extinguisher.
 - (d) Paddle or oar.
 - (e) One electric distress light or three combination (day/night) red flares.
8. The maximum speed limit on the Lake shall be 15 MPH. No-wake speed (5 MPH or less) shall be maintained within 100' of docks, swimming areas, any person swimming, the dam, the creek inlets, fishing Boats, paddleboards, kayaks, and canoes. Additionally, No-wake speed (5 MPH or less) buoys or signs may be placed and enforced by SVHOA Management in areas around the lake deemed appropriate for speed/wake control and resident safety.

9. Portions of the Lake may be temporarily closed to other boating, fishing and swimming activity during sailboat races and other approved, organized Lake activities. The SVHOA must approve such activities in advance. Notice shall be given to Residents at least ten (10) days in advance of such activities.
10. No powerboat may be operated with excessive noise or without proper mufflers.
11. All trailered Boats shall be launched or removed at designated launch facilities.
12. Passengers in any moving powerboat must be seated inside the Boat; no bow or transom riding is permitted.
13. Littering of any kind, including the discharge of fuel, oil or chemicals into the Lake is strictly prohibited. Any significant discharge of fuels or chemicals shall be removed at the owner's expense. Washing Boats must be done with biodegradable soap.
14. Boating accidents must be reported **immediately** to the Lake Patrol, Gatehouse or the SVHOA Office. The owner, operator or other person on board a Boat is also subject to reporting requirements under law in the event of an accident, property damage, personal injury, death, or disappearance of a person.
15. Boats found adrift or Boats left unattended on the shoreline overnight may be impounded at the owner's expense, unless the prior written approval of the Lake Patrol or SVHOA is obtained to keep the Boat in its present location overnight.
16. Any flotation device used for safety purposes must be U.S. Coast Guard-approved.
17. A safe boat speed must be maintained at all times. You may not operate a boat faster than is safe for current conditions regardless of the speed limit.
18. All residents will comply with the Quagga Mussel Policy rules and regulations.

E. FISHING RULES

1. California State fishing rules and regulations must be followed. Currently, there is a "catch and release" policy in effect at Lake Sherwood. Residents and their Guests are to throw back all fish that are caught. Only Residents who meet all Lake use registration requirements and who are not in violation of these Rules and Regulations are permitted to fish on the Lake with their Guests, if any.
2. Subject to regulation by SVHOA, fishing is permitted from Boats, docks, and designated shoreline areas on the north and south sides of the Lake.
3. Netting, multiple hook, and set lining are strictly prohibited.
4. Absolutely no fish (including live baitfish, goldfish, carp, koi, etc.) may be placed in the lake or its tributary streams unless previously approved by the Department of Fish and Wildlife and authorized by the SVHOA, in writing. In addition to fish, plant life or other animal life may not be introduced into the Lake without the prior written approval of the SVHOA.
5. The SVHOA, in connection with chemical treatment of the Lake or any other unforeseen occurrence, may temporarily suspend fishing.

6. To reduce the potential spread of aquatic invasive species, Float tubes designed and utilized for fishing shall not be used in the Lake.

F. PRIVATE DOCKS

1. Each dock shall be securely moored in its assigned location.
2. Docks shall be maintained in a painted, clean and safe condition and in good repair. However, docks made of TREX, or other comparable material, should not be painted, as painting of such materials is not needed or required.
3. For identification purposes, all docks shall display the dock number assigned by the SVHOA on the Lake side of the dock so as to be visible by Lake Patrol.
4. Whether or not dock owners have a Boat, such dock owners must provide SVHOA with a copy of a policy of insurance or certificate evidencing insurance in the amount of \$1,000,000 for general liability and \$50,000 for property damage, with an endorsement naming Sherwood Valley Homeowners Association and Sherwood Development Company as additional insureds, for any property damage or personal injury arising out of, or attributable to, whether totally or partially, the installation, maintenance, and use of the dock and all areas that are appurtenant to the dock. No policy shall be canceled, reduced in coverage or otherwise modified, except after thirty (30) days' prior written notice to SVHOA.

If the dock owner shall fail to procure and maintain such insurance, SVHOA may, but is not required to, procure and maintain the same, but at the dock owner's expense, and within ten (10) days following demand by SVHOA, the dock owner shall reimburse SVHOA for the cost of insurance so obtained. Furthermore, failure to secure the required insurance within 30 days of the yearly registration date will result in the immediate loss of Lake Use privileges and removal of the dock and any Boat docked thereto, after a duly noticed hearing pursuant to Paragraph G(8) below, if SVHOA elects not to procure insurance in the dock owner's behalf. Furthermore, the minimum amounts of insurance coverage specified herein shall supersede the minimum amounts of insurance coverage specified in any Dock Easement Relocation Agreement, based on the provision in that Agreement which provides that as circumstances dictate, SVHOA, in its reasonable discretion, may modify the insurance requirements from time to time, provided that SVHOA gives the owner at least thirty (30) days' prior written notice of any such modification.

G. GENERAL RULES

1. Swimming (defined as an ability to stay afloat without any floating devices) from private docks and Boats is permitted. The Lake Patrol may close the Lake or certain areas of the Lake to swimming if it is informed that a serious health risk may exist or if ordered to do so by state or local health officials. Drinking Lake water is prohibited.
2. Unless prior written approval is obtained from the SVHOA, persons under the age of 14 shall be accompanied and supervised by a responsible adult when using any portion of the Lake Property, including the shoreline. Such pre-approval may be granted or denied in SVHOA's reasonable discretion. However, special consideration may be afforded upon a Resident's execution of a Lake Sherwood Waiver and Indemnity (Use of Lake by

Resident's Unsupervised Persons Under Age 14), attached to these Rules and Regulations as Attachment B-2. Any request for such pre-approval must be submitted to SVHOA, in writing, at least ten (10) days in advance of the child's intended use of the Lake Property without adult supervision.

3. Boaters and swimmers are required to stay well clear of and not interfere with Lake maintenance operations in progress. Tampering with Lake equipment is absolutely prohibited.
4. For scheduling purposes the SVHOA must approve in writing, at least ten (10) days in advance, the use of the Lake for any group activity. The SVHOA shall not unreasonably withhold such pre-approval. Proof of liability insurance coverage for the event must be provided in an amount not less than \$1,000,000.00, with Sherwood Valley Homeowners Association and Sherwood Development Company named as additional insureds. A refundable security deposit must also be provided, the amount of which will depend on the nature and size of the group activity. If a scheduling conflict exists or the group activity would unreasonably interfere with the normal use of the Lake by Residents, permission may be denied. A fee shall be charged for formal group activities, such as a company picnic or catered party. Any approval is contingent upon a Resident's execution of a "Request for Approval (Use of Lake Sherwood for Group Activity)" form and a "Lake Sherwood Waiver & Indemnity (Use of Lake Sherwood for Group Activity)" form, which are attached to these Rules and Regulations as Attachments C-1 and C-2, respectively. Lake Management has the authority to grant or deny all applications for Lake use. Securing a permit will ensure availability of Lake facilities for personal use. Permits to use the Lake may be denied for reasons including, but not limited to, unavailability of the Lake Property for the group activity due to a scheduling conflict or otherwise, failure to complete and submit an application for Lake use in a timely manner, the activity due to its size and/or nature cannot be accommodated in the Lake, and where Lake usage may cause damage and/or harm, injury, discomfort or displeasure to the neighbors in the area surrounding the Lake, et. al.
5. Loud or obnoxious behavior shall not be permitted on any portion of the Lake Property, including the shorelines.
6. No person shall use any portion of the Lake Property, including the shoreline, while intoxicated or under the influence of drugs. See Paragraph D (5).
7. Each Resident shall be responsible for the acts and omissions of his/her household members, lessees, invitees, Guests, and licensees.
8. A violation of these Rules and Regulations may result in the suspension of a Resident's Lake access and use rights, fines in accordance with a fine schedule, or removal of the Resident's Boat. Further, a Resident shall be responsible to the SVHOA for expenses incurred (including attorney's fees and costs) to cure a violation. See the attached Sherwood Valley Homeowners Association Enforcement Procedures and Incident Report/Citation for Enforcement at pages D-1 and D-2. After a Resident receives notice of a violation and potential enforcement action(s), the Resident may present his/her case/objection to the SVHOA at a Board of Directors meeting, notice of which shall be provided by the SVHOA to the Resident, by either personal delivery or first-class mail, at least ten (10) days prior to the date of the meeting. The notification shall contain, at the minimum, the date, time and place of the meeting, the nature of the alleged violation, and a statement that the Resident has the right to attend the meeting and address the Board of Directors of SVHOA at the meeting to be held in executive session. Thereafter,

the Board of the SVHOA shall review all pertinent facts and provide the Resident with a written finding prior to implementing its decision. Written notification of the Board's decision shall be provided, by either personal delivery or first-class mail, within fifteen (15) days following the decision.

9. No person shall create any loud noise or raucous behavior during the hours of 10:00 p.m. to 7:00 a.m.
10. No Loitering is permitted on the Community Docks at any time.

These Rules and Regulations shall be subject to future modifications by the Sherwood Valley Homeowners Association upon thirty (30) days' written notice.

RULES AND REGULATIONS GOVERNING THE USE OF MAID MARION PARK RECREATION AREAS AND FACILITIES

PREAMBLE

These Rules and Regulations ("Rules") govern the use of Maid Marion Park ("Park") and the structures within its boundaries. Maid Marion Park is a private park reserved for Residents of the Lake Sherwood Community Association ("LSCA") and Sherwood Valley Homeowners Association (SVHOA) and their Guests (hereinafter "Guests"). These Rules are designed to make it possible for all Residents (hereinafter "Residents", who are occupants of Lots in SVHOA and LSCA) and their Guests who are invited to personal functions to enjoy and make use of the Park in a safe and peaceful environment.

The SVHOA has the power and authority to establish rules and regulations governing Maid Marion Park and shall delegate to Park Management certain of its powers, duties and obligations over the maintenance and management of the Park based on policies set by the Board of Directors of SVHOA.

1. Applications for Park Usage

Any Resident who plans on using the Park for a personal, group activity in which more than ten (10) Guests (other than residents) will be involved must apply for a reservation/approval for Park use (hereinafter referred to as "Approval") from the management office of SVHOA. Park Management has the authority to grant or deny all applications for Park use. Commercial use of the Park in any manner whatsoever is absolutely **prohibited**. Securing an Approval will ensure availability of Park facilities for personal use by the Resident. Approvals to use the Park may be denied, for reasons including, but not limited to, unavailability of the Park due to previously scheduled activities, use of the Park for any commercial purpose, failure to complete and submit an application for Park use at least fifteen (15) days prior to the date of the group activity, the activity due to its size and/or nature cannot be accommodated in the Park, where Park usage may cause damage and/or cause harm, injury, discomfort or displeasure to persons in the Park or the neighbors in the area surrounding the Park, et. al. Unauthorized parked cars, Boats (hereinafter defined to include, but not be limited to, Boats, rowing shells, U.S. Coast Guard-approved inflatables, canoes, kayaks, paddleboats, windsurfers, and other vessels, as defined in the California Harbors and Navigation Code) and trailers will be subject to towing at the vehicle owner's expense. A car, Boat or trailer parked overnight in the Park without Park Management's written permission will be considered unauthorized.

1.1 Liability

All Residents to whom Approval is granted (the "Approval Holder") must agree in writing to hold Sherwood Development Company ("SDC") and the Sherwood Valley Homeowners

Association ("HOA"), and their affiliates, officers, employees, committee members, agents, representatives, owners, members, successors and assigns (collectively, the "Sherwood Parties") harmless and indemnify them from any and all liability for injury to persons or damage to property occurring as the result of the activity sponsored by the Approval Holder. Further, the Approval Holder shall be liable to SDC and SVHOA for any and all damage to the Park and facility which results from the activity of the Approval Holder and/or any participant in said activity. SDC and SVHOA shall delegate to Park Management the responsibility to seek reimbursement from the Approval Holder for the cost of repair to Park damage.

1.2 Approvals

The application for an Approval shall include, but not be limited to, the following information:

- a) Name of the applicant, sponsoring organization or group, and name of persons responsible for the proposed activity;
- b) Address and telephone number of applicant(s);
- c) The specific area(s) of the Park being requested;
- d) Starting and finishing time of the proposed activity;
- e) Nature of proposed activity, including the equipment and vehicles to be brought into the Park, duration and nature of use of such equipment, and the duration and nature of use of any amplified sound; and
- f) Certificate of insurance for public liability in an amount not less than \$1,000,000 in coverage, naming the Sherwood Valley Homeowners Association and Sherwood Development Company as additional insureds.

In order to obtain an Approval, the applicant must also provide a refundable security deposit, the amount of which will depend on the nature of the activity and size of the group.

Park Management reserves the right to revoke any Approval for a violation of any of the Rules.

1.3 Sales and Solicitation

The Park is not intended to be used for any commercial purpose such as, but not limited to: advertising for sale of any product, goods, wares, merchandise, services or commercial events. No person shall erect, construct, install, or place any sign, billboard, or advertisement in the Park without the prior written approval of Park Management.

1.4 Hours of Use

All Park property, including the recreation and children's play area and parking lots located adjacent to the Community Boat Docks, both at Maid Marion Park and by the Stafford Gatehouse, shall be closed from 10:00 p.m. to 7:00 a.m, excluding Association and LSCA sponsored events. Owners of Boats with lights are not subject to these hours if they are operating their Boat between 10:00 p.m. and 7:00 a.m. These Boat owners may park their vehicles in the parking lots after 10:00 p.m. Except for parking by these Boat owners, entering the Park during closed hours shall be unauthorized and will be considered trespassing. Park Management reserves the right to close a portion or the entire Park at any time when there is an apparent danger or emergency to persons and/or property.

2. Vehicles and Parking

All persons using the Park must adhere to these parking Rules and any signs that are posted within the Park.

- 2.01** Vehicles, including golf carts, shall only be operated on the Park paths and roadways designated for that particular vehicle. Vehicles shall be parked only on Park property in designated parking areas or within any other temporary marked locations.

- 2.02** Vehicles, including golf carts, operated within the boundaries of the Park, including Lower Lake Road, shall be driven at a careful and prudent speed not greater than is reasonable and proper with due regard for the traffic, surface, and width of the path or roadway. **In no event shall a vehicle be driven on roads accessing Park property at a speed greater than 15 miles per hour.** In the parking lots, the speed limit shall be no greater than 5 miles per hour.
- 2.03** Vehicles parked overnight in the Park or vehicles that are abandoned shall be subject to removal from Park property at the expense of the vehicle owner, including all fees, towing and storage charges. Vehicles of Boat owners who are operating their Boar longer than three (3) hours, between the hours of 10:00 p.m. and 7:00 a.m., must contact the HOA office prior to record your vehicle with security. Vehicles traveling at excessive speeds shall be subject to citations and fines after a duly noticed hearing.

3. Bicycles

Bicycles shall be allowed on Park property under the following restrictions:

- 3.01** No person shall operate a bicycle in a reckless or negligent manner so as to endanger human or animal life, limb, Park property or property of any persons. Persons riding a bicycle shall be subject to a 5 mph speed limit.
- 3.02** Bicyclists must yield to pedestrians and vehicles being operated by or for the handicapped. "Yield" means slow down, make verbal notification of intention, and be prepared to stop and/or move aside to allow other path users to pass safely.

4. Firearms, Weapons and Hunting

No person shall carry, possess, set, leave or deposit, or cause to be fired, across, in, on, or into any portion of Park property any weapon, gun or firearm, spear, missile, bow and arrow, crossbow, slingshot, trap or hunting device, air or gas weapon, paintball gun, ammunition, throwing knife or ax, martial arts throwing device, or any other weapon or device capable of injuring or killing any person or animal, or damaging property or natural resources. Duly authorized members of law enforcement are exempt.

Hunting, shooting, wounding, or killing animals on Park property is absolutely prohibited.

5. Vandalism

It shall be unlawful for any person to damage, deface, cut, spray, paint, mark, scratch, write on, or otherwise deface or alter any natural feature, fence, wall, building, sign, monument or other property on Park property. Adult Residents shall be responsible for household members, their Guests and other invitees, who may cause vandalism, and, as such, these Residents will be held liable and financially responsible for the full amount of damages. All provisions of the California Penal Code apply and are enforceable.

Throwing missiles, rocks, mud, sand, or any object that may cause bodily harm to others is prohibited on Park property. Objects used for recreational activity, such as Frisbees, footballs, etc., are exempt from this section, provided they are used in a responsible and non-hazardous manner.

6. Amplified Sound and Other Activities

Without prior written permission from Park Management, no person shall play or operate any sound or energy amplification devices on Park property.

- 6.01** Driving, chipping or hitting golf balls on, over, or into Park property is prohibited. Golf, in any manner, may not be played or practiced in the Park.
- 6.02** Operating any model airplane, car, Boat, or any other propelled craft of any kind or description on, over, or into any portion of Park property is prohibited. Park Management may, at its discretion, permit demonstrations for entertainment purposes only upon prior written application for a Permit for Park use.
- 6.03** Landing any aircraft on or taking any aircraft off from the Park Property is prohibited. This includes hang gliding, parachuting or any other kind of human flight on, over or into Park property.
- 6.04** Ramps, jumps or any other structure used to propel any vehicle or person on a skateboard, rollerblades or other recreational devices, off the ground shall not be dug, placed or constructed on Park property. Such objects will be removed and the person(s) responsible will be held liable for the expense incurred.
- 6.05** Placing, storing or abandoning any personal property, or any other property under a Resident, Guest or invitee's control or supervision, on Park property while the property owner is away from the Park property is prohibited. Such property will be removed or disposed of by SVHOA at the owner's expense. The SVHOA shall not be liable for the removal of, or any damages resulting from, the removal of such property.

7. Miscellaneous Rules and Regulations

- 7.01** Camping out, occupying a tent, or any other shelter overnight on Park property is prohibited.
- 7.02** As fireworks are prohibited in Ventura County and represent a dangerous fire and safety hazard, no person shall possess, discharge, set off or cause to be discharged in or into Park property any firecrackers, torpedoes, rockets, fireworks, explosives, or substances harmful to the life and safety of persons, animals or property.
- 7.03** Planting, removing or injuring any form of plant life on Park property is prohibited except by duly authorized Park employees in the performance of tasks specifically authorized by Park Management. No person shall remove, injure, disfigure, deface or destroy any object of paleontological, archaeological, or historical interest or value from the Park. No person shall destroy, disturb, mutilate, or remove earth, sand, gravel, minerals, rocks or other similar features from Park property.
- 7.04** No person owning or having charge, care, custody or control of any dog or animal which may require restraint, shall cause, permit or allow such animal to be in, or to run at large upon, any Park property unless such animal is restrained by substantial chain or leash not to exceed six (6) feet in length. The restraint must be in the charge, care, custody or control of a competent person. The removal of feces of animals that defecate on Park property shall be the responsibility of the owner or custodian of said animal. No livestock shall graze on Park property, nor shall livestock be allowed to drink from or enter any Park water.
- 7.05** No person shall be allowed on Park property while under the influence of alcohol and/or dangerous drugs as defined under the California Penal Code, California

Vehicle Code, and the Ventura County Ordinance. For group activities, the HOA Office Management may permit consumption of alcoholic beverages on Park property pursuant to prior written authorization, excluding Association and LSCA sponsored events. However, in every case all criminal statutes will govern such consumption.

7.06 Depositing garbage, trash or other refuse on Park property other than in a receptacle provided for such purpose is prohibited. Throwing or leaving bottles, glass or sharp, pointed articles are prohibited. Throwing or disposing of wastepaper or combustible refuse in any place in the Park other than a receptacle maintained for that purpose is prohibited.

7.07 No person shall in any way, ignite, build or maintain any fire on Park property. The Park currently contains barbeques for residents use. Residents must clean barbeques after use. Use of personal barbecues must be pre-authorized. In specific instances Park Management, after extensive investigation and consultation with the Ventura County Fire Department, may permit the use of such barbecues, in writing.

ENFORCEMENT.

A violation of these Rules and Regulations may result in the suspension of a Resident's Park access and use rights, the levy of fines in accordance with an established fine schedule, or removal of a Resident's offending Boat or vehicle. After a Resident receives notice of a violation and potential enforcement action(s), the Resident may present his/her case/objection to the SVHOA at a Board of Directors meeting/hearing, notice of which shall be provided by the SVHOA to the Resident, by either personal delivery or first-class mail, at least ten (10) days prior to the date of the hearing. The notification shall contain, at the minimum, the date, time and place of the meeting, the nature of the alleged violation, and a statement that the Resident has the right to attend the meeting and address the Board of Directors of SVHOA at the meeting to be held in executive session. Thereafter, the Board of the SVHOA shall review all pertinent facts and provide the Resident with a written finding prior to implementing its decision. Written notification of the Board's decision shall be provided, by either personal delivery or first-class mail, within fifteen (15) days following the decision.

In addition to enforcing the Rules by the above procedure against any Resident, enforcement may also include the use of police and other regulatory agencies where violations of the law have taken place. A private patrol force may be developed and constituted by Park Management to take appropriate measures to enforce these Park Rules.

These Rules are subject to change upon thirty (30) days' prior written notice.

REGISTRATION AND REQUEST FOR APPROVAL
(USE OF LAKE BY UNACCOMPANIED HOUSE GUEST OF RESIDENT/TENANT)

To: Sherwood Valley Homeowners Association

From: _____
(Resident's Name)

The undersigned Resident hereby requests permission for the House Guest(s) listed below to use and enjoy Lake Sherwood unaccompanied, as described below:

1. Name(s), Address(es), Telephone Number(s) and Age(s) of Guest(s):

2. Date(s) Permission is Requested:

3. Relationship Between Property Owner/Resident and House Guest(s):

4. Reason Permission is Being Requested:

The Property Owner/Resident currently has a Lake Sherwood Waiver and Indemnity (Use of Lake by Unaccompanied Guest of Resident) on file with the Sherwood Valley Homeowners Association (or such Waiver is attached hereto). The Property Owner/Resident acknowledges that such Waiver and Indemnity is in full force and effect and is incorporated herein. The Property Owner/Resident takes full responsibility for the Property Owner's unaccompanied House Guest(s)' use of Lake Sherwood, including the Property Owner's unaccompanied House Guest(s)' compliance with all rules and regulations relating to the use of Lake Sherwood. In that connection, the Property Owner attests that the House Guest(s) have been provided copies of the rules and regulations relating to preventing quagga mussels from infesting Lake Sherwood that are attached hereto, together with the Quagga Mussel Alert and Information attached hereto.

_____	Signature of Resident
Date	_____
_____	Name
Telephone Number	_____
	Address

(Do not write below this line. For office use only.)

Lake fees paid to date? _____

Waiver and Indemnity on file or attached? _____

Without accepting any liability or obligation, the above request is hereby granted.

Sherwood Valley Homeowners Association

By: _____

Its: _____

Date: _____

LAKE SHERWOOD WAIVER AND INDEMNITY
(USE OF LAKE BY UNACCOMPANIED HOUSE GUEST OF RESIDENT)

This Lake Sherwood Waiver and Indemnity (this "Waiver") shall be executed in advance by all Residents desiring for their unaccompanied House Guests (including unaccompanied non-Resident family members) (collectively, "Unaccompanied House Guests") to use/enjoy the Lake Sherwood and shoreline ("Lake Sherwood") for recreational purposes. This is not and shall not be construed as an approval or permission for Unaccompanied House Guests to use Lake Sherwood. Such permission may only be granted pursuant to the Lake Sherwood Rules and Regulations and after submission of a "Registration and Request for Approval (Use of Lake by Unaccompanied House Guest of Resident)" form. Among other criteria, all Lake Use Fees or SVHOA assessments must be paid to date before permission will be granted.

The undersigned acknowledges and agrees as follows:

1. Waiver and Release. The undersigned hereby, for him/herself and his/her family, expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law, Sherwood Development Company ("SDC") and the Sherwood Valley Homeowners Association ("HOA"), and their affiliates, officers, employees, committee members, agents, representatives, owners, members, successors and assigns (collectively, the "Sherwood Parties") of and from any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions, and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death (collectively, "Claims"), which the undersigned may now have or may in the future have against the Sherwood Parties, arising out of, related to, or in connection with the use/enjoyment of Lake Sherwood by an Unaccompanied Guest of the undersigned.

2. Assumption of Risk. The undersigned understands that use/enjoyment of Lake Sherwood is inherently risky, and such activity poses numerous dangers to persons of all ages. The undersigned understands and acknowledges these risks and dangers. The undersigned assumes and accepts all risks associated with or related to (a) use/enjoyment of Lake Sherwood by an Unaccompanied Guest of the undersigned, and (b) any loss, injury or damage described above.

3. Indemnification. The undersigned agrees to indemnify, defend and hold the Sherwood Parties harmless from and against all Claims, including, without limitation, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, the use/enjoyment of Lake Sherwood by an Unaccompanied Guest of the undersigned.

4. Rules and Regulations. The undersigned agrees that the undersigned and all family members and Guests of the undersigned shall be bound by and shall comply with all Rules and Regulations governing Lake Sherwood.

5. Acceptance. The undersigned acknowledges that he/she has read the above, is fully aware of the legal consequences of signing this Waiver, and has voluntarily signed this Waiver evidencing acknowledgment and acceptance of the above provisions.

Signature of Unaccompanied House Guest

Signature of Resident

Print Name: _____

Print Name _____

Address: _____

Address _____

City/State/Zip: _____

City/State/Zip: _____

Telephone: _____

Telephone: _____

Date: _____

Date: _____

REQUEST FOR APPROVAL
(USE OF LAKE BY RESIDENT'S UNSUPERVISED PERSONS UNDER AGE 14)

To: Sherwood Valley Homeowners Association

From: _____
(Resident's Name)

The undersigned Resident hereby requests permission for the following persons listed below to use and enjoy Lake Sherwood unsupervised:

1. Names and Ages/Birth Dates of Resident's Persons Under Age 14:
 - a. _____
 - b. _____
 - c. _____

2. Describe Swimming Competency/Qualifications of Each Child Listed Above:
 - a. _____
 - b. _____
 - c. _____

The undersigned currently has a Lake Sherwood Waiver and Indemnity (Use of Lake by Resident's Unsupervised Persons Under Age 14) on file with the Sherwood Valley Homeowners Association (or such Waiver is attached hereto). The undersigned acknowledges that such Waiver and Indemnity is in full force and effect and is incorporated herein.

Signature of Resident

Print Name

Address

Telephone Number: _____

(Do not write below this line. For office use only.)

Lake fees paid to date? _____
Waiver and Indemnity on file or attached? _____

Without accepting any liability or obligation, the above request is hereby granted.

Sherwood Valley Homeowners Association

By: _____

Its: _____

Date: _____

LAKE SHERWOOD WAIVER AND INDEMNITY
(USE OF LAKE BY RESIDENT'S UNSUPERVISED PERSONS UNDER AGE 14)

This Lake Sherwood Waiver and Indemnity (this "Waiver") shall be executed in advance by all Residents desiring that certain persons under the age of 14 use the Lake Sherwood and shoreline ("Lake Sherwood") for recreational purposes while unsupervised. As persons under the age of 18 do not have the capacity to enter into legally binding contracts, the undersigned Resident (who is at least 18 years of age) hereby executes this Waiver on behalf of the persons named below. Note that if the Resident is not the parent or legal custodian of any of the persons named below, the parent or legal custodian must execute a separate Waiver on behalf of his or her child. This is not and shall not be construed as an approval or permission for such persons to use Lake Sherwood. Such permission may only be granted pursuant to the Lake Sherwood Rules and Regulations and after submission of a "Request for Approval (Use of Lake by Resident's Unsupervised Persons Under Age 14)" form. Among other criteria, all lake fees must be paid to date before permission will be granted.

The undersigned acknowledges and agrees as follows:

1. Waiver and Release. The undersigned hereby, for him/herself and his/her family, expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law, Sherwood Development Company ("SDC") and the Sherwood Valley Homeowners Association ("HOA"), and their affiliates, officers, employees, committee members, agents, representatives, owners, members, successors and assigns (collectively, the "Sherwood Parties") of and from any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions, and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death (collectively, "Claims"), which the undersigned may now have or may in the future have against the Sherwood Parties, arising out of, related to, or in connection with the use/enjoyment of Lake Sherwood by the undersigned's unsupervised persons under the age of 14.

2. Assumption of Risk. The undersigned understands that use/enjoyment of Lake Sherwood is inherently risky, and such activity poses numerous dangers to persons under the age of 14. The undersigned understands and acknowledges these risks and dangers, and represents that all persons under the age of 14 for whom approval is requested are competent swimmers. The undersigned assumes and accepts all risks associated with or related to (a) use/enjoyment of Lake Sherwood by the undersigned's unsupervised persons under the age of 14 and (b) any loss, injury or damage described above.

3. Indemnification. The undersigned agrees to indemnify, defend and hold the Sherwood Parties harmless from and against all Claims, including, without limitation, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, the use/enjoyment of Lake Sherwood by the undersigned's unsupervised persons under the age of 14.

4. Rules and Regulations. The undersigned agrees that the undersigned and all family members of the undersigned shall be bound by and shall comply with all Rules and Regulations governing Lake Sherwood.

5. Acceptance. The undersigned acknowledges that he/she has read the above, is fully aware of the legal consequences of signing this Waiver, and has voluntarily signed this Waiver evidencing acknowledgment and acceptance of the above provisions.

Date: _____

Signature of Resident

Print Name

Address

Telephone Number: _____

(Print Resident's Name: Last, First)

REQUEST FOR APPROVAL
(USE OF LAKE SHERWOOD FOR GROUP ACTIVITY)

To: Sherwood Valley Homeowners Association

From: _____
(Resident's Name)

The undersigned Resident hereby requests permission to use Lake Sherwood for the group activity described below:

1. Description of Group Activity: _____

2. Date and Time (Start/Finish): _____
3. Number of People Who Will Attend: _____
4. Is this a company picnic or catered event? _____ If yes, Explain:

5. Will alcohol be served? _____
6. Will individuals be swimming or boating in the lake? _____

The undersigned currently has a Lake Sherwood Waiver and Indemnity (Use of Lake Sherwood for Group Activity) on file with the Sherwood Valley Homeowners Association (or such Waiver is attached hereto). The undersigned acknowledges that such Waiver and Indemnity is in full force and effect and is incorporated herein. The undersigned takes full responsibility for the undersigned's Guest(s), and shall be fully responsible for cleaning up after completion of the group activity Attached hereto is proof of liability insurance of not less than \$1,000,000, naming Sherwood Valley Homeowners Association and Sherwood Development Company as additional insureds.

Date: _____

Signature of Resident

Print Name

Address

Telephone Number: _____

(Do not write below this line. For office use only.)

Lake fees paid to date? _____

Proof of Liability Insurance (\$1,000,000) and Additional Insured Endorsement attached? _____

Group Activity Fee Required? _____ Amount? _____ Paid? _____

Security Deposit: Amount? _____ Paid? _____

Without accepting any liability or obligation, the above request is hereby granted. Please provide a list of the attendees prior to the event.

Sherwood Valley Homeowners Association

By: _____

Its: _____

Date: _____

LAKE SHERWOOD WAIVER AND INDEMNITY
(USE OF LAKE SHERWOOD FOR GROUP ACTIVITY)

This Lake Sherwood Waiver and Indemnity (this "Waiver") shall be executed in advance by all Residents desiring for their Guests to enter the Sherwood development and use the Sherwood Lake and shoreline ("Lake Sherwood") in connection with a group activity. This is not and shall not be construed as an approval or permission for any such group activity. Such permission may only be granted pursuant to the Lake Sherwood Rules and Regulations after submission of a "Request of Approval (Use of Lake Sherwood for a Group Activity)" form. Among other criteria, all lake fees must be paid to date before permission will be granted.

The undersigned acknowledges and agrees as follows:

1. Waiver and Release. The undersigned hereby, for him/herself and his/her family, expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law, Sherwood Development Company ("SDC") and the Sherwood Valley Homeowners Association ("HOA"), and their affiliates, officers, employees, committee members, agents, representatives, owners, members, successors and assigns (collectively, the "Sherwood Parties") of and from any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions, and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death (collectively, "Claims"), which the undersigned may now have or may in the future have against the Sherwood Parties, arising out of, related to, or in connection with (a) the undersigned's group activity (described in the undersigned's Request for Approval) and (b) use/ enjoyment of Lake Sherwood by any Guest of the undersigned in connection with such group activity.

2. Assumption of Risk. The undersigned understands that use/enjoyment of Lake Sherwood is inherently risky, and such activity poses numerous dangers to persons of all ages. The undersigned understands and acknowledges these risks and dangers. The undersigned assumes and accepts all risks associated with or related to (a) the undersigned's group activity, (b) use/enjoyment of Lake Sherwood by any Guest of the undersigned in connection with such group activity, and (c) any loss, injury or damage described above.

3. Indemnification. The undersigned agrees to indemnify, defend and hold the Sherwood Parties harmless from and against all Claims, including, without limitation, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, (a) the undersigned's group activity and (b) use/enjoyment of Lake Sherwood by any Guest of the undersigned in connection with such group activity.

4. Rules and Regulations. The undersigned agrees that the undersigned and all Guests of the undersigned shall be bound by and shall comply with all Rules and Regulations governing Lake Sherwood.

5. Acceptance. The undersigned acknowledges that he/she has read the above, is fully aware of the legal consequences of signing this Waiver, and has voluntarily signed this Waiver evidencing acknowledgment and acceptance of the above provisions.

Date: _____

Signature of Resident

Print Name

Address

Telephone Number: _____

SHERWOOD VALLEY HOMEOWNERS ASSOCIATION
ENFORCEMENT PROCEDURES

The following enforcement procedures will be followed by Gate House Personnel, Patrol Personnel, and the Sherwood Valley HOA:

1. Identification, Notification and Attempt to Resolve. Upon the observation by a member of Gate House or Patrol Personnel or another person of a violation of a law, ordinance, rule or regulation, the appropriate member from Gate House or Patrol Personnel will (a) attempt to identify the violator, (b) notify the violator of the violation and the applicable law, ordinance, rule or regulation, and (c) attempt to resolve the matter.

a. Non-Residents. If an individual fails to provide sufficient identification to prove that he/she is a Resident or a Guest, the individual will be requested to vacate the property immediately. If such person refuses to vacate the property, the Sheriff will be notified and requested to remove the individual from the property.

b. Residents. Every attempt will be made to amicably resolve matters involving Residents or Guests who have appropriately identified themselves (e.g., name and password or photo I.D.).

2. Incident Report/Citation. An Incident Report/Citation (copy attached) will be completed with respect to each and every incident, violation, loss, etc., other than minor infractions which are immediately resolved. The Incident Report will include all actions taken by Gate House or Patrol Personnel and any response, outcome or resolution. A copy of every Incident Report will be forwarded to the Sherwood Valley Homeowners Association. If the matter is not amicably resolved, a copy of the Report will be handed to the violator at the time of the violation. Upon second citation for the same offense, (a) the violator will be fined \$30.00, after a duly noticed hearing before the Board of Directors of the Association (b) notification will be provided to Lake Sherwood Community Association or Enforcement/Grievance Committee of Sherwood Valley HOA, as applicable, and (c) the violator will be notified of potential enforcement actions (e.g., privilege suspension, additional fine, lien, arrest, etc.). Upon third citation, violator will be fined \$50.00, and any other necessary action(s) will be taken.

3. Lake Use. The lake property is privately owned by Sherwood Development Company and the Sherwood Valley Homeowners Association. If a Resident has not paid his/her Lake Use Fees, the individual and his/her family will not be allowed to access or use the Lake and shoreline. As long as Sherwood Valley Homeowners Association determines that immediate health and safety issues are not involved, a duly noticed hearing shall be afforded the Resident before suspending use and access of the Lake Property. Once suspension is in effect, these individuals will be asked to leave the Lake Property if they enter its boundaries. If a Resident has paid his/her Lake Use Fees, the Resident may use the Lake Property subject to the Lake Rules and Regulations. Trespass: If a person attempts to use the Lake after being notified of (a) non-payment of Lake Use Fees or (b) inappropriate use of a restricted area, the HOA will instruct Lake Patrol as to whether the Sheriff should be notified, and what action should be requested.

SHERWOOD VALLEY HOA INCIDENT REPORT/CITATION
FOR ENFORCEMENT

DATE: _____, 200____ TIME: _____

LOCATION OF INCIDENT: _____

NATURE OF INCIDENT: _____

INDIVIDUAL #1 INFO.:

RESIDENT MEMBER
 NON-RESIDENT GUEST

NAME: _____
ADDRESS: _____
CITY: _____ ST: _____
ZIP: _____ PHONE: _____
DRIVER'S LIC#: _____
LICENSE PLATE # _____
VEHICLE STICKER # _____
BOAT I.D.# _____

INDIVIDUAL #2 INFO.:

RESIDENT MEMBER
 NON-RESIDENT GUEST

NAME: _____
ADDRESS: _____
CITY: _____ ST: _____
ZIP: _____ PHONE: _____
DRIVER'S LIC#: _____
LICENSE PLATE # _____
VEHICLE STICKER # _____
BOAT I.D.# _____

DESCRIPTION OF INCIDENT OR LOSS:

VIOLATION OF: LAKE RULES (SECTION _____)
 HOA RULES (SECTION _____)
 LOCAL LAW OR ORDINANCE: _____

RELATED TO:

- Lake: _____
- Boat: _____
- Vehicle/Speeding/Parking: _____
- Trespass: _____
- Fishing: _____
- Alcohol: _____
- Dock: _____
- Noise: _____
- Non-Payment of Fees: _____
- Dog: _____
- Theft: _____
- Other: _____

FURTHER DESCRIPTION: _____

COURTESY ACTION(S): _____

OUTCOME: _____

NAME: _____ SIGNATURE: _____ DATE: _____