

RULES AND REGULATIONS AND ARCHITECTURAL GUIDELINES



INTRODUCTION

The Rules and Regulations (“Rules”) and Architectural Guidelines (“Guidelines”) are intended to supplement the CC&Rs and Bylaws. The Rules and Guidelines are not intended to summarize the CC&Rs nor the Bylaws. Owners should read the CC&Rs and Bylaws carefully, as Owners are obligated to abide by all the requirements set forth within the Sun Ranch Community Association governing documents, which include the CC&Rs, Bylaws, Rules and Guidelines. The intent of these Rules and Guidelines are, among other things, to promote a safe, visually pleasing, and harmonious environment for the community as a whole.

ENFORCEMENT OF THE DECLARATION

OTHER DEFINITIONS

All Owners, Residents and Guests are required to abide by all established rules. Anyone refusing to abide by these rules may face corrective action by the Board of Directors. The Property Management Company, acting for the Association, has been instructed by the Board of Directors to require the compliance of persons in the Sun Ranch Community Association with all provisions of the Rules and Regulations, Architectural Guidelines, Bylaws and the Declaration. If there is a violation, the Property Management Company has been instructed to obtain names and addresses of violators and report this information to the Board of Directors.

It is the right of each resident to report violations to the Property Management Company, Board of Directors or the appropriate Committees. Refer the Association’s Violation Complaint Form.

SUN RANCH COMMUNITY ASSOCIATION GENERAL RULES AND REGULATIONS

Membership Information

Sun Ranch Community Association is a California non-profit corporation consisting of those Owners of Separate Interests within the ultimate boundaries of Sun Ranch.

The purpose of the Sun Ranch Community Association is to ensure that the Common Area will be maintained in an attractive manner. Your automatic membership in the Association provides a membership base to share the future costs of maintaining the community.

Although these Rules and Regulations support the Covenants, Conditions and Restrictions (herein after referred to as CC&Rs) they do not cover the entirety of the document. Please be sure to read the CC&Rs carefully. If there is any conflict between the Rules and Regulations and CC&Rs, the CC&Rs will prevail in all cases.

SUN RANCH COMMUNITY ASSOCIATION GENERAL RULES AND REGULATIONS

The following list is not intended to summarize the CC&Rs. Owners should read the CC&Rs carefully, paying special attention to Article 8 regarding Use Restrictions and Obligations of Owners.

1. An Owner shall be responsible (whether financially or otherwise) for any act or omission of such Owner's Tenant, Occupant or Guest, which is in violation of any of the Association's governing documents, as if such act or omission has been that of the Owner.
2. An Owner must furnish such Owner's Tenant with a copy of the CC&Rs, Bylaws, Rules and Guidelines prior to such time as the Tenant enters into a rental agreement with the Owner.
3. No Owner must furnish such Owner's Tenant with a copy of the CC&Rs, Bylaws, Rules and Guidelines prior to such time as the Tenant enters into a rental agreement with the Owner.
4. No Owner may lease less than the entire Homesite.
5. Any lease agreement is required to provide that the terms of the lease shall be subject in all respects to the provisions of the CC&Rs, Bylaws, Rules and Guidelines adopted by the Association and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.
6. All leases are required to be in writing.
7. Occupancy of any Homesite is limited to **SINGLE-FAMILY USE ONLY.**
8. Owners must give written notice to Management within ten (10) days after the sale or rental of such Owner's Homesite and must furnish Management with the name and address of the new Owner or Tenant at the close of escrow or signing of the lease.
9. No outside clothesline or outside drying or airing device shall be erected in the Community.
10. Garages shall not be used for any other purposed other than the parking of motor vehicles or storage of personal property.

11. No articles shall be draped over any railings or fences. Balconies, patios, entryways and walkways must be kept free of miscellaneous items, trash and debris.
12. All play equipment, including, but not limited to, bicycles, tricycles, skateboards, and portable basketball hoops shall be stored inside of the residence, garage or rear yard when not in use, so that they are not visible from other Homesites or any street.
13. No exterior roof mounted mechanical equipment, poles or masts shall be constructed on or attached to any residential dwelling or erected or maintained on any Homesite and no basketball backboard or other sports apparatus shall be constructed or maintained on any Homesite so as to be visible from any other Homesite or any street without the prior approval of the Architectural Control Committee.
14. All structures and improvements within the Community shall at all times be maintained by their respective Owners in a clean, first-class and properly painted condition. At no time shall any Owner allow such Owner's Homesite, or any structure or improvement of any nature thereon (e.g. house, fencing, driveway and walkways) to become deteriorated or fall into disrepair so as to materially adversely affect the appearance or value of adjoining Homesites or the Community generally. For the purposes of this paragraph, the Board shall be entitled to determine that a Homesite or any structure or improvement thereon has so deteriorated or is in such disrepair based upon the advice of licensed realtors or other suitable professionals.
15. Owners shall maintain their landscaping in accordance with the CC&Rs and in a manner that is aesthetically pleasing and in keeping with the overall standard of landscaping in the Community, which standard shall be determined by the Board. In determining such a standard, the Board shall be entitled but not obliged to base the same upon the advice of a licensed landscape architect, contractor or other suitable professional. Ground cover, shrubs, bushes, plants and trees shall be kept nourished, trimmed and weed-free. Any diseased vegetation shall be promptly treated and any dead or dying vegetation promptly removed and replaced with suitable healthy vegetation. All landscaping and fertilizing shall be performed in conformance with the Best Management Practices imposed by the Community's water quality management plan. Owners shall not undertake any landscaping or other activity that allows the run-off of soil, sand, sediment, oil, gasoline or other hydrocarbons, paint, fertilizers, pool chemicals, and other household chemicals into the storm drains located in the Community.
16. Exterior holiday decorations are to be maintained only during the respective holiday season. After the respective holiday season, all applicable exterior decorations are to be promptly removed. For the purpose of the paragraph,

“holiday season” shall mean the period of not more than three (3) weeks before and not more than two (2) weeks after the actual recognized date or dates of the holiday concerned.

17. No sign or billboard of any kind shall be displayed by any Owner on any portion of the Community or Homesite, except one sign of reasonable size, advertising that the particular Lot is for sale or rent. The foregoing provision shall not be read or construed to prohibit the posting or displaying of noncommercial signs, posters, flags, or banners on or in an Owner’s separate Homesite (not Common Area), except as required for the protection of public health or safety, or if the posting or display would violate a local, state, or federal law. However, no such sign or poster shall exceed nine (9) square feet in size and no such flags or banners shall exceed fifteen (15) square feet in size. Such signs, posters, flags or banners may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the yard, window, door, balcony, or outside wall of the separate Homesite, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative material or component, or include the painting of architectural surfaces. All such signs, posters, flags, or banners shall be permitted only so long as they are in good presentable condition. The Board shall have the right and power to impose reasonable restrictions on the duration of the posting or displaying of such signs, posters, flag or banners.

SUN RAN CH COMMUNITY ASSOCIATION

Common Areas

1. No element of the Common Area or Association personal property (e.g. furniture and/or equipment, potted plants, etc.) may be removed from the Common Areas.
2. No part of the Common Area (except streets) may be used for skateboard, roller skating, or any other wheeled vehicles except wheelchairs or other wheeled vehicles that are intended and used to assist disabled persons.
3. Excessive noise making or horseplay is prohibited. Noise will generally be deemed to be excessive if it is louder than the volume of ordinary conversation between persons in close proximity to each other.
4. No Owner or Tenant shall make any alterations or improvements to the Common Area.
5. Adjustments to any Common Area equipment and timing devices are strictly prohibited.
6. Damages to any Common Area property (including, but not limited to, furniture, walls, fences, gates, sprinklers, trees, shrubs, etc.) caused by an Owner, Tenant or Guest (including any Owner's or Tenant's contractor) will be the financial responsibility of such Owner.

SUN RANCH COMMUNITY ASSOCIATION

VEHICLE PARKING

1. Motor vehicles emitting abnormal or excessive fumes, noise, oil or grease may be barred from the Community and the Owner will be liable for damages caused by such emissions. Use of a drip pan on the driveway is acceptable and recommended. An excessive amount of oil and/or grease accumulation on an Owner's driveway and/or drip pan must be promptly removed or cleaned. In addition, the drip pan must be put away when there is not a motor vehicle standing over it.
2. Vehicle repairs are prohibited on the streets, driveways, and Common Areas.
3. All vehicles operating on the streets and or parked in the driveways within the Community must be safe for operation on public streets and duly licensed and insured in accordance with California Vehicle Code and any applicable local municipal or governmental codes or ordinances.
4. No trailer, camper, boat, recreational vehicle, or similar equipment or inoperative automobile shall be permitted to remain within the Community unless placed and maintained entirely within a Homesite and not visible from the adjoining Homesites and street at ground level. The foregoing restrictions shall not be deemed to prevent washing and polishing of such motor vehicle, boat, trailer, camper or motor-driven cycle, together with those activities normally incident and necessary to such washing and polishing.
5. Vehicles must not block sidewalks, driveways or Common Areas.

SUN RANCH COMMUNITY ASSOCIATION

PETS

1. Accordance with section 8.2.7 of the CC&R's, Owners may keep a reasonable number, as determined by the Board from time to time, of commonly accepted household pets for non-commercial purposes in accordance with county regulations governing number and licensure, provided that the pets shall not be a nuisance to other residents of the Community.
2. All pets shall be restrained (leashed) at all times within the Common Area and are not permitted to run loose at any time within the Community.
3. Pet owners are responsible for prompt cleanup of animal waste.

SUN RANCH COMMUNITY ASSOCIATION

TRASH, BINS AND RUBBISH

1. All refuse; trash cans and containers must be kept concealed from view from any other Homesite, except for twelve (12) hours before the scheduled pick-up and twelve (12) hours after the scheduled pick-up.
2. No trash or debris may be left in the Common Areas.

SUN RANCH COMMUNITY ASSOCIATION

RULE CHANGES

In accordance with California Civil Code Section 1357.130, the Board shall provide written notice of a proposed rule change to all Owners at least thirty (30) days before making the rule change. The notices shall include the text of the proposed rule change and a description of the purpose and effect of the proposed rule change. Such notice is not required if the Board determines that an immediate rule change is necessary to address an imminent threat to public health or safety or imminent risk of substantial economic loss to the association. An emergency rule change is effective for a maximum of 120 days. The Board shall provide notice of a rule change to all Owners within fifteen (15) days after making the rule change. In the case of an emergency rule change, the notice shall include the text of the rule change, a description of the purpose and effect of the rule change, and the date that the rule change expires.

COMPLAINTS

All complaints of alleged violations must be submitted to the Board, in writing, signed by the person making the complaint and sent to the Management office. A written complaint is necessary in that it provides documentation to assist the Board in the investigation of the alleged violation. Please provide as much detailed information as possible in your complaint.

DISCLAIMER

THE MATERIAL CONTAINED HEREIN IS NOT INTENDED TO SUBSTITUTE FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS INTERPRETATION ARE CONSTANTLY CHANGING.

SHOULD YOU HAVE ANY LEGAL QUESTIONS REGARDING YOUR INVOLVEMENT IN A COMMUNITY ASSOCIATION, YOU ARE ADVISED TO CONSULT AN ATTORNEY.

**SUN RANCH COMMUNITY ASSOCIATION
RULES AND VIOLATION REPORT**

Residents of the Association pursuing violations (i.e. barking dog, noise nuisance, garage stores, etc.) must complete and submit this form to the Board. Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association's legal documents.

REPORT FILED BY:

Name: _____

Address: _____

Phone: _____ **Date:** _____

Signature: _____

VIOLATION INFORMATION:

Name: _____ **Address:** _____

Phone: _____

(Alleged Violator's Name)

(If Known)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of form.)

Dates and times of alleged violation occurred? _____

How often does the alleged violation occur? _____

SUN RANCH COMMUNITY ASSOCIATION
PROCEDURE FOR HEARING

Procedure:

- 1. Introductions and hearing session procedures.**
- 2. Statement of alleged violation by acting chairperson.**
- 3. Invitee’s statement and presentation of oral or written evidence.**
- 4. Review of CC&R requirements, Bylaws, and Rules and Regulations of the Association.**
- 5. Discussion and questioning of the invitee by the Board.**
- 6. Questions and final statements by invitee**
- 7. Homeowner is thanked for coming and told that they will be notified of the Board’s decision within ten (10) business days.**
- 8. Board ruling without Homeowner present.**
- 9. Enforcement procedures as applicable.**
- 10. Adjournment.**

DOCUMENTATION

Name of Invitee: _____ **Phone Number:** _____

Address: _____

Nature of Alleged Violation:

Board Ruling:

Additional Comments:
