

RANCH OF THE SUN HOMEOWNERS ASSOCIATION, INC.

Rules & Regulations

Revised & Adopted on January 11, 2022

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I. INTRODUCTION

Ranch of the Sun Homeowners Association (“Association”) is a condominium project (“Project”). These Rules and Regulations are not intended to replace the Declaration of Covenants, Conditions and Restrictions for Ranch of the Sun (“CC&Rs”). The CC&Rs will take precedence in the event of any real or apparent contradiction between this document and the CC&Rs. There may be some items in the CC&R’s that are not reflected in these Rules and Regulations.

Every Owner is responsible for ensuring that Owners, residents, tenants, members of their families or guests are aware of these Rules and Regulations and comply with them. It is also the Owners' responsibility to inform their tenants of these Rules and Regulations. Violations of these Rules and Regulations by tenants will ultimately be assessed against the Owner of the Dwelling Unit.

II. GENERAL USE RESTRICTIONS

A. AGE RESTRICTIONS

Ranch of the Sun is an age restricted community. Each Unit must be occupied by at least one person not less than fifty-five (55) years of age. In accordance with the CC&Rs and applicable law, an updated Age Verification Form must be completed and submitted to the Management Company.

At least one occupant of each Unit shall be a person 55 years of age or older (“Qualifying Resident”). All other permanent occupants of a Unit must be a person who meets both of the following requirements:(a) actually residing with a Qualifying Resident prior to the death, hospitalization, or other necessary prolonged absence of, or dissolution of the marriage of, the Qualifying Resident or Senior Citizen; and (b) 45 years of age or older, is spouse or cohabitant, or is a person providing primary physical or economic support to the Qualifying Resident or Senior Citizen. Persons commencing any occupancy of a Unit shall include a Senior Citizen who intends to reside at the Unit as his or her primary residence on a permanent basis.

A Qualifying Resident is permitted to have visiting guests under the age of 45 for no more than sixty (60) days in any twelve-month period. Residents must complete and

B. RESIDENTIAL USE

Each Unit shall be used exclusively for residential purposes. No Owner or other occupant of the Unit may undertake any activity within any Unit or any portion of the Project for business or commercial purposes. The operation of a home-based business is permitted so long as there is no visible evidence in the community of business-related activity, and such activity does not generate any nuisances that are apparent outside of the Unit.

C. NUISANCE

No Owner may cause or permit to be caused anything which constitutes a nuisance, or otherwise unreasonably interferes with others' right to quiet enjoyment. To ensure quiet enjoyment of the premises, Owners, residents, tenants, family members, guests and invitees of the Owner may not produce any unreasonably loud noise, vibration, music, or similar sounds, or smell that may emanate from the Unit or from the Project.

No resident or his/her guest shall permit any activity that may interfere with the rights, comfort, health, safety and/or convenience of other residents.

D. GARBAGE

All garbage, trash, refuse and waste shall be placed in the dumpster or kept in appropriate containers located out of the public view, except when placed for pick up. The Association contracts for regular trash pick-up, which does not include bulky items that do not fit in the trash dumpsters. Owners shall be responsible for disposing of large and/or bulky items and the costs associated therewith, if charged to the Association.

E. DAMAGE TO PROJECT

Any damage caused by residents, family members, guests, invitees, tenants, or pets to the Project is the responsibility of the Owner. The Owner will be required to pay for all costs of repair, loss or replacement as a result of any such damage, including legal fees and expenses. The Board may specially assess an individual Owner for such costs and repair of damages to the Project, after notice and hearing.

F. STORAGE OF DANGEROUS ITEMS

Residents may not store dangerous materials in the Project, including on or about the Units or in the Common Area that are highly flammable, regardless of whether the material is in a closed and sealed container. This includes hazardous, toxic, flammable, corrosive or explosive solid, liquid, gas or chemical substances.

III. SATELLITE/EXTERNAL FIXTURES/SIGNS

No Owner or Tenant shall place or maintain any objects, such as television and radio antennas, or television satellite reception dishes, on or about the roof or exterior of any Unit within the Project, except as authorized by law. Notwithstanding the foregoing, no exterior antenna, receiving station, satellite dish or other installation shall be erected or maintained without the approval of the Board. The Board may establish guidelines on the placement of satellite dishes which are consistent with applicable law.

Roof mounted solar panels shall be allowed, provided that they are designed with minimal visual impact. Architectural design and elevation plans for a project proposing a solar energy system shall be reviewed and approved by the Board.

No advertising signs or billboards shall be displayed nor posted within or upon any portion of the Project, except that Owners may display one sign on his/her Unit and one sign on the Common Area which advertises their Unit "For Rent," "For Lease", "For Sale" or advertises directions to the Unit, reasonably located in plain view of the public. The sign shall be of reasonable dimensions and design.

Noncommercial signs, posters, flags, or banners may be posted or displayed in an Owner's Unit, 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. A noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the window, door, balcony, or outside wall of the Unit, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. Noncommercial signs and posters may not be more than nine (9) square feet in size and noncommercial flags or banners may not be more than fifteen (15) square feet in size.

IV. VEHICLES & PARKING

Overnight parking of vehicles is for residents and authorized guests only.

Vehicles such as boats, trailers, recreational vehicles, buses, campers, or other commercial vehicles (as further outlined in the CC&Rs) shall only be permitted to park within an Owner's fully-enclosed garage with the door closed temporarily (i.e., not to exceed 96 hours). No parking area of the Project may be used for parking a vehicle for storage, living, recreational or business purposes. All garages on the Association Property shall be used and maintained at all times for the parking of two (2) vehicles and appropriate storage only.

Vehicles are not permitted to park in the fire lane or on the red curbs at any time. Inoperable vehicles are not permitted to be stored within the Project, other than temporarily in an Owner's garage.

Recreational vehicles are only permitted in the Project for guests and temporary purposes and require the resident to abide by the following: (1) driveways and parking spaces may not be blocked or rendered inoperable, (2) written approval must be obtained from the Board at least two (2) days in advance; and (2) a sign must be placed in the right front corner of the windshield identifying the Owner's Unit being visited.

No motor vehicle repair, maintenance or restoration shall be performed within the Project except exclusively within an Owner's garage or for emergency purposes. In compliance with the Vehicle Code, the Association may cause the removal of any

vehicle wrongfully parked in the Project including a vehicle owned by the occupant of a Unit.

V. ANIMALS

No animal(s) may be kept or brought into the Project which result in an annoyance or nuisance, or which is threatening or obnoxious to other persons. The Board, in its sole discretion, shall have the right to determine what constitutes a threat or nuisance.

Anyone keeping any animal in, upon and around the Project must keep reasonable control of such animal(s) in order to ensure that same do not interfere with the quiet and peaceful enjoyment of the Project. No Owner, tenant, occupant, resident, guest or invitee who possesses a dog or other animal shall permit, allow, or cause the animal to run, stray, be uncontrolled or in any manner be in, upon, or at large upon any part of the Association Property, unless it is restrained by a substantial leash and under the control of a responsible person capable of restraining the animal.

Breeding, maintaining, and raising animals for commercial purposes and in unreasonable numbers is prohibited. Pursuant to Section 5.1(5) of the CC&Rs, residents may maintain up to two (2) household pets.

Each person bringing or keeping any animal within the Project shall be liable to other Owners, their family members, agents, employees, representatives, invitees, or tenants for any damage to persons or property caused by any animal.

Animal owners shall be responsible for the prompt disposal of animal waste deposited by their animal on any portion of the Project.

VI. LEASING OF UNITS

Each Owner who leases or rents its, his, her or their Unit shall promptly, within seven (7) days, notify the Board in writing of the name of all of the tenants, as well as the members of the tenants' family, who will occupy the Unit, including a copy of the lease or rental agreement.

Owners leasing or renting their Unit must have a written agreement with the tenant. The lease or rental agreement must specifically give the Association, among other things, after compliance with the due process requirements, the right to evict the tenant if the tenant commits a violation of the Governing Documents. Owners are responsible for any violation of the Governing Documents by a tenant or other occupant of their Unit.

Pursuant to Civil Code Section 4741, any provision of the governing documents which prohibits the leasing or rental of Units in the community or which restricts the total number of Units in the community that may be leased or rented at any particular time to less than twenty-five percent (25%), is void and unenforceable.

In order to comply with lenders' guidelines, prevent transient tenancy, and avoid increased insurance premiums, any Owner who acquires title to a Unit on or after the effective date of this provision may use the Unit as a Rental Unit, except that only twenty-five percent (25%) of the total number of Units in the Project, or a maximum of twenty-five (25) Rental Units, may be rented or leased at one time. For purposes of this section, a Unit shall be considered a "Rental Unit" whenever it is occupied by one or more persons but does not include the Owner or the Owner's immediate family members (i.e., persons related to the Owner by marriage, domestic partnership, or direct lineal relationship, such as parents, children, grandchildren and grandparents), with or without payment of rent or other consideration to the Owner. The Board of Directors, in conjunction with management, may implement procedures for establishing waiting lists for Owners, and hardship exceptions, for those Owners who desire to rent or lease Units once the rental cap above has been reached.

Additionally, pursuant to Civil Code Section 4741, any provision of the governing documents which requires a minimum lease/rental term that is greater than thirty (30) days is void and unenforceable.

No Unit may be leased or rented for a period of less than thirty (30) days. Units may only be leased in their entirety. No Owner may use or advertise his/her Unit, the Project or any other part of the community for transient, hotel, fractional or similar purposes or any time-sharing arrangement under which occupancy for specific periods are distributed between two or more persons.

Each Owner is still liable to the Association for payment of assessments, and compliance with the Governing Documents regardless of delegation of right to use and enjoy the Association Property. Any delegated rights of use and enjoyment are subject to suspension.

VII. USE OF THE COMMON AREA

A. Residents and guests shall not be permitted to engage in any sports activities (including, but not limited to, skating, skateboarding, biking, etc.) in the Common Area walkways.

B. Personal items may not be stored in the Common Area and use of the Common Area shall not unreasonably obstruct the Common Area without prior Board approval.

VIII. OWNERS' MAINTENANCE RESPONSIBILITIES

A. Each Owner is responsible for maintaining, repairing, replacing the Improvements located within its, his, her, or their Unit, including the Exclusive Use Area appurtenant to the Unit and all yard landscaping. Such maintenance by each Owner

shall include, without limitation, all portions of the interior of the Unit, including the windows, doors and all other interior surfaces bounding the Unit.

B. Each Owner is responsible for maintenance, repair, and replacement of the internal and external telephone lines, drainage, plumbing, cooling and heating systems and related mechanical electrical equipment and other utility lines which exclusively serve that Owner's Unit.

C. Each Owner shall be responsible for the maintenance of all the exterior landscaping located within his/her/its Exclusive Use backyard/patio and shall maintain same in a safe, neat and orderly manner.

D. Holiday decorations are not permitted on roofs. All decorations must be removed no later than January 15th.

IX. ARCHITECTURAL STANDARDS REVIEW PROCEDURES AND LANDSCAPING CONTROL

A. ARCHITECTURAL STANDARDS. No construction, alteration, removal, relocation, repainting, demolition, addition, modification, decoration, redecoration or reconstruction of any Improvement, including without limitation, balconies and patios on any portion of the Project shall be made until the plans and specifications showing the nature, kind, shape, height, width, color, materials and location of same to the Board or the Architectural Control Committee ("ACC"), if applicable, and approved in writing by same. Notwithstanding the foregoing, any Improvement may be repainted without Board/ACC approval, so long as it is repainted the identical color which it was last painted in compliance with the CC&Rs.

In compliance with Civil Code §4765, in reviewing and approving or disapproving a proposed change, the Association shall fairly, reasonably and expeditiously render decisions regarding Owners' requests for architectural approval.

- The Board/ACC must respond to the applicant within 60 days from submittal.
- A decision on a proposed change shall be made in good faith and may not be unreasonable, arbitrary, or capricious.
- A decision on a proposed change shall be consistent with any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 commencing with Section 12900 of Division 3 of Title 2 of the Government Code).
- A decision on a proposed change shall be in writing. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for

reconsideration of the decision by the board of directors. (Civil Code Section 4765(a)(4).)

- If a proposed change is disapproved, the applicant is entitled to appeal the decision of the Board of Directors of the association at an open meeting of the Board. This paragraph does not require reconsideration of a decision that is made by the Board of Directors or a body that has the same membership as the Board of Directors, at a meeting that satisfies the requirements of Civil Code Section 4900.

Nothing in this section will allow a homeowner to contract for any work to a structure without securing a city building permit, if required by the city or county.

B. RESPONSIBILITY FOR DAMAGE

The Unit Owner will be responsible for any damage to the Project caused by their contractor(s) in connection with any Improvement, modification or changes initiated by the Unit Owner.

X. DUE PROCESS, HEARING PROCEDURES AND FINES

A. NOTICE AND HEARING PROCEDURES. The following notice and hearing procedures will be used whenever the Board meets to consider imposing discipline against an Owner for an alleged violation or to consider imposing a monetary charge against an Owner as a means of reimbursing the association for costs incurred by the association in the repair of damage to the Association Property and facilities.

1. *Notice of Hearing.* Notice of the hearing will be sent at least ten (10) days prior to the hearing and will be given either personally or by prepaid first-class mail to the most recent address for the Owner shown in the Association's records. The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which an Owner may be disciplined, and a statement that the Owner has a right to attend and may address the Board at the meeting.

2. *Opportunity to Be Heard.* Owners have the right to send a letter or appear in person to present evidence as to why they should not be disciplined. The hearing will be held in executive session.

3. *Notice of Decision.* Within fifteen (15) days of the Board's decision, the Owner will be given written notice of the decision.

B. REMEDIES FOR ENFORCEMENT.

To enforce the Governing Documents, the Board may impose one or more of the remedies described below as it deems appropriate to be effective. The selection of one remedy does not preclude the Association's right to pursue others.

1. Warning letters
2. Monetary penalties
3. Suspension of membership privileges
4. Internal Dispute Resolution-IDR ("meet and confer")
5. Alternative Dispute Resolution-ADR (arbitration or mediation)
6. Litigation

Failure to pay fines within thirty (30) days may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the Owner shall be liable for those attorney fees and all related expenses in addition to the fines.

Monetary fines and penalties may be assessed against Owners for violations of the Governing Documents. Any fines levied pursuant to the below listed schedule that are not paid will result in the Association commencing collection proceedings against the Owner, which may include legal action. The Association by way of this policy is not waiving any of its other rights provided under law, its CC&Rs or otherwise. The Association expressly reserves all rights.

Should a violation occur which imposes a financial obligation upon the Association, including, without limitation damage caused to the Project, the Owner responsible for said violation shall reimburse, by way of a Special Assessment, the Association for this financial obligation.

C. SCHEDULE OF PENALTIES.

Unless indicated otherwise, penalties, including monetary penalties for violation(s) will be as follows:

1. First Offense*: A letter of non-compliance and a request to correct violation (if applicable).

2. Second Offense**: Notification of hearing and a fine up to \$100.00, suspension of Association privileges (voting rights and right to use recreational facilities) for a period not to exceed thirty (30) days.

3. Third Offense**: Notification of hearing, possible fine (up to \$200.00), suspension of Association privileges (voting rights and right to use recreational facilities) for a period not to exceed thirty (30) days, and/or lawsuit.

4. Fourth Offense**: Notification of hearing, possible fine (up to \$300.00), suspension of Association privileges (voting rights and right to use recreational facilities), reimbursement assessment for legal fees, and/or lawsuit.

* Depending on the severity of the offense, the Board may determine, in its sole discretion, to impose a fine or suspend membership rights (i.e., voting and rights to use the recreational facilities). Failure to correct a violation in response to a warning letter may result in a single fine or continuing fines, which may be imposed on a daily, weekly, or monthly basis as the Board determines to be appropriate to be effective.

**Continuing violations: fines may accrue (\$50.00 per day) until the violation is cured.

***At any time, the Association, through the Board, may elect to take legal action to cure any violation. The imposition of continuing fines shall be subject to the notice and hearing procedures. The suspensions and sanctions may be imposed singly and/or in such combination as the Board determines to be appropriate to be effective. The Association has the right to pursue one or more remedies simultaneously. The selection of one remedy does not preclude the Association's right to pursue others.

Failure to pay fines within thirty (30) days may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the Owner may be liable for those attorney fees and all related expenses in addition to the fines.