



DESERT MANAGEMENT
A Professional Association Management Company

April 28, 2021

Re: Rules & Regulations

Dear Sungate Country Homeowner-

As you are aware, the Board of Directors has been diligently working on updating the Associations Rules & Regulations for the greatest good of all residents.

Enclosed, you will find the final copy of the Rules & Regulations that were formally adopted by the Board of Directors at the April 20, 2021 Board meeting. Please ensure you replace your past copies of the Rules & Regulations with the new.

If you have any questions, please contact Desert Management 760-862-1202 or via email at agunderson@desertmanagement.com.

Thanking you in advance for continuing to make Sungate Country Owners Associations a beautiful place in which you reside.

Sincerely,

Amy R. Gunderson

Amy R. Gunderson, CCAM®
Senior Association Manager

On Behalf of Sungate Country
Board of Directors

SUNGATE COUNTRY OWNERS ASSOCIATION

69-333 East Palm Canyon Drive
Cathedral City, CA 92234
Phone and Fax: (760) 321-2230

Management Company: Desert Management
(760) 862-1202

Rules and Regulations with General Information

Sungate Country is a planned 55+ community of individuals living closely together on relatively small acreage. Lots in Sungate are made available for rent through the courtesy of the owners. Your decision to live in such a development, with its many advantages, signifies a willingness to accept its regulations and restrictions. That willingness implies an obligation to respect your neighbor's rights and to be cooperative, courteous, and considerate. Acceptance of this obligation by all members of the Sungate community will lead to something we all desire, a pleasant and harmonious community.

In order to ensure a uniform understanding of how this objective is attained, this set of Rules and Regulations has been established. This document does not contain all restrictions within Sungate; it is not an all-inclusive list. It includes Common Area rules approved and adopted by the Board of Directors, regulations required by state law, and certain rules that are based upon and clarify our Declaration of Restrictions (CC&Rs). We are, of course, bound by all the regulations spelled out in all of our governing documents, not just those given special emphasis here.

It is our sincere hope that you, the owners and occupants of Sungate, will see these rules and regulations not as a set of annoying restrictions, but as a set of rational controls which will protect the rights of each of us to enjoy our living environment, our safety, reduction of costs, and the appreciation of our investment. Owners, renters, and their guests must adhere to the Rules and Regulations established by the Owner's Association.

RESIDENTIAL VEHICLE AND LOT STANDARDS

1. No owner may install, place, or move any Residential Vehicle upon any Lot unless and until an Architectural/Landscape Request has been submitted to the Management Company for review and the Request has been approved by the Board. Any Architectural/Landscape Request must be submitted to the Management Company for review at least 21 days prior to moving a Residential Vehicle upon any Lot. The Board's review is to ensure that the Residential Vehicle does not exceed lot clearances, does not conflict with the Sungate's overall appearance, and does not otherwise violate Sungate's Governing Documents. For the purpose of these Rules, the term "Residential Vehicle" means any vehicle which contains or is intended to contain sleeping quarters including but not limited to: recreational vehicles, park models, campers, and travel trailers.

2. No owner may install, place, or move any Residential Vehicle upon any Lot unless and until the owner has made an installation appointment with the Management Company so that the Association can arrange supervision of the installation and ensure compliance with all applicable Governing Documents.
3. The Board's review of the condition of all Residential Vehicles within Sungate is an ongoing review. The Board may find that a Residential Vehicle is no longer in compliance with Sungate's Governing Documents and/or no longer in conformity with the Sungate's overall appearance even if the Residential Vehicle was previously approved by the Board.
4. Aesthetic appearance criteria include, but are not limited to exterior siding, molding, striping, windows, screens, awnings, and wheel covers. Wheel covers cannot be cardboard or plywood. The exterior color of the Residential Vehicle and accessories must be standard factory or professional after market.
5. No Residential Vehicle or other structure may be placed within three (3) feet of rear lot line or side lot lines, except when bordered by a Common Area creating at least 10 feet in depth from the side lot line. "Pop-outs" cannot extend over utility area between lots, easements and common area.
6. Park Models must be skirted within 90 days of arrival in the Park. Skirting material must be approved through the Architectural/Landscape Request process prior to installation.
7. All occupied units must be connected to the Lot's water and sewer utility connections. Sungate's Common Area facilities shall not be used as any Lot's primary bathroom and personal hygiene facilities.
8. Planning an improvement or modification to your Lot? Please do not assume you can make an improvement and/or similar change just because one exists in Sungate. It may not have been authorized or it may no longer be an authorized improvement.
9. No development, modification, or improvement may be made to any Lot unless and until the Board approves the work. Plans for any Lot development, modification, or improvement, whether related to landscape or other structures on a Lot, must be approved by the Board before any work can commence. Any plans for the proposed Lot development, modification, or improvement must be set forth in an Architectural/Landscape Request and submitted to the Management Company. Any Request is first reviewed by the Architectural Review Committee, but final approval or disapproval is by the Board. Any work on any Lot may commence only after Board approval and applicable permits are obtained by the Owner.
10. No construction or maintenance work can begin before 8:00 a.m. and must cease at 5:00 p.m. Except for emergencies, construction and maintenance work may only be performed on weekdays and Saturdays, excluding Sundays and government holidays.

11. All construction projects must be completed within ninety (90) days from Board approval.
12. All contractors working on Lots must be licensed and insured. Owners retaining any unlicensed or uninsured contractor are responsible for any and all damage caused by that contractor.
13. Contractors and Owners must clean up construction materials, debris, and trash, and remove it from the Park before leaving the job site.
14. In order to maintain the beauty and attractiveness of our Park, owners are required to maintain their property on an ongoing basis. General property maintenance requirements consist of, but are not limited to:
 - a. Elimination of weeds, feeding and trimming bushes, plants, and trees.
 - b. Ensuring an adequate irrigation system for landscaping, keeping in mind water conservation. Excessive watering is prohibited, including excessive washing of the streets.
 - c. Corner and pathway lots must keep the height of shrubs at three (3) feet or less for the first three (3) feet from the corner to provide visibility and safety for drivers and pedestrians. Pathway shrubs must also be set back three (3) feet from the street. To provide uniformity, walkway hedges will be kept trimmed on walkway sides. All other hedges must be no higher than the Residential Vehicle occupying the lot.
 - d. Owners are responsible for keeping their trees appropriately trimmed to guard against their being toppled in a storm. Owners must also prevent their landscaping from causing any damage to other Lots or Association Common Area. Owners will be held responsible for any damage a tree may cause to persons or property, including damages caused by tree roots. Trees should be trimmed to a clearance height of twelve (12) feet when they extend over the street. Dead branches and palm fronds shall be removed. Dead trees must be removed.
 - e. Keeping the Residential Vehicle and other structures clean, repaired, and painted. Care should be given to maintaining its original attractiveness.
 - f. Residential Vehicles and other structures must be painted in an attractive manner. Paint colors must be colors approved by the Board or Architectural Committee. Changes must be requested in writing via the Architectural/Landscape Request process.
 - g. No open outside storage is allowed. Firewood, tools, lumber, ladders, and appliances, etc., must be stored out of sight.
15. Only plain non-blinking decorative white lights allowed year-round. Holiday lights must be removed ten (10) days after the holiday.
16. No clothes may be hung on Lots.
17. The use of aluminum foil as a permanent window covering is not allowed. Insulated reflective window coverings are permitted from May through October only.

18. According to State law, propane bottles must be replaced or refurbished after 12 years or they cannot be filled. For earthquake protection, propane bottles must be properly secured. Unused or empty tanks may not be stored on property.
19. Upholstered indoor furniture is not allowed on the patios or decks.
20. Maximum two permanent residents (owners or tenants) per lot. Owners should not permit their guests or renters to overwhelm our facilities. No rental for less than thirty (30) days is permitted. Subletting is not allowed. Maximum two overnight guests per any one day or overnight. Maximum number of overnight guest stays is sixty (60) overnights per year, cumulatively among all guests, concurrent or non-concurrent.
21. Owners are prohibited from placing anything behind the storm drain system's retaining walls or in the existing storm drain easements. Anything which may interrupt or obstruct the natural flow of water is a violation of State, County, City, and Coachella Valley Flood Control District codes. Compliance is mandatory. Any owner who fails to maintain the drains as engineered on his/her property, which results in damage to others property, including the Common Area, will be held liable for damages.

SALES OF RESIDENTIAL VEHICLES AND/OR LOTS

1. An Architectural/Landscape Request must be submitted to management for review by the Board for approval of a sale of a Lot with a Residential Vehicle that is more than 20 years old. This approval is to verify the condition of the Residential Vehicle and to prevent Residential Vehicles that are in poor condition from remaining in Sungate.
2. When a lot is sold, the seller is responsible for providing copies of CC&Rs, Rules and Regulations, By-Laws, and Indian Lease documents to the buyer. Further, the Seller must inform the Buyer of the Association's Age 55+ status as set forth in the Second Amendment to the CC&Rs (recorded April 16, 2003).

RENTAL REGULATIONS

1. No rental for less than thirty (30) days is permitted.
2. Owners, when entering into a rental agreement, are responsible for a tenant's age verification and ensuring that the tenant is provided a copy of the Association Rules and Regulations. If requested by the Board of Directors, the Owner must provide proof of tenant's eligibility. Under no circumstances can a tenant sell or sub-lease a rental unit.
3. When renting a Lot for Residential Vehicle occupancy, the Owner must ensure that the Residential Vehicle is pre-approved before being moved onto the Lot in accordance with these Rules, that it meets Association appearance requirements, and that its size does not exceed lot clearance requirements.

4. Renters are bound by the same rules as owners and are subject to enforcement of them by the Board of Directors. Failure to comply may be grounds for eviction. Owners are responsible to the Association for the actions of their tenants, guest and for payment of all assessments and disciplinary fines. Owners are also liable for payment of special assessments resulting from damage caused to the community by renters and/or their guests.

SMOKING PROHIBITION

Smoking and/or vaping is prohibited upon all of Sungate's common areas, including the Clubhouse, pool and spa areas and streets. Smoking and/or vaping on the Lots is also prohibited when it interferes with the use and enjoyment of neighboring Lots or common area. Smoking and/or vaping is only allowed on the Lots, and only when done in such a way that it does not interfere with the use and enjoyment of neighboring Lots or common areas.

COMMON AREA RULES

1. Clubhouse Rules:

- a. Exclusive use of the Recreation Room or Kitchen requires an individual, or group of owners, to contact the Social Committee and make a reservation. Subject to the Committee's approval, the date and time shall be posted, giving notice to other owners of this private use. Payment of a refundable deposit and cleaning fee is required. Any damage to the Common Area resulting from the private use will be deducted from the deposit. Owners are responsible for paying any damages that exceed the deposit.
- b. No wet bathing suits are allowed in the Clubhouse, TV/Pool Table Room, or Exercise Room.
- c. Only drinks are allowed (no food) in the TV/Pool Table Room unless approved by the Board in writing.
- d. Any carpeted area of the Clubhouse may not be used as pathway to and from the swimming pool.
- e. No unaccompanied children are allowed in any areas of the Clubhouse.
- f. No pets are allowed in any areas of the Clubhouse.

2. Pool and Spa Rules:

- a. No lifeguard is on duty. Owners, renters and guests assume full responsibility for any and all risks in using the pools and spas.
- b. No unaccompanied children are allowed in the pools and spas.
- c. No pets are allowed in the pools and spas.
- d. No music is to be played in the pool and spa areas without headphones.
- e. Babies in diapers or any incontinent persons are NOT allowed in the pools and spas.
- f. No food is allowed in pools and spas.
- g. No glass containers are allowed in pool and spa areas.
- h. All litter and waste must be placed in the appropriate containers provided.
- i. Safety equipment is to be used for emergency purposes only.

- j. No running is permitted in the pool and spa areas.
 - k. No diving.
 - l. Proper bathing attire is required in pools and spas.
 - m. Oils are permitted for sunbathing, provided towels are placed on the lounge chairs (oils destroy the lounge straps) and showers are taken before entering the pool.
 - n. Please express common courtesy with personal noise levels when using the pool area.
3. Trash and Dumpster Rules:
- a. The cove is home to wildlife so please do not leave trash out overnight. Owners found in violation of this rule will be subject to the maximum fine authorized by the Association's Enforcement Procedure. Take your trash to Lot #34 and place it inside the dumpster. If your trash is too big to fit in the dumpster, you must take it to the city dump. Recyclable materials are to be put in the White bin (or other bin labeled as accepting recyclable materials) at the trash area. No Propane tanks, hot water heaters, electronics or construction debris, or large items (as defined by the Association's trash vendor) are permitted in the trash bins or areas. These items must be disposed of by Owners through their own arrangements with trash vendors.
 - b. Dumpsters are for Sungate occupants' personal trash only. The dumping of oil, paint, or any other toxic waste in the dumpster, or anywhere else in the Park, is prohibited.
 - c. Any removal of earth, rock, cement, trees, etc., must be taken to the city dump. Debris of this type is not permitted in our trash dumpsters or on the vacant property surrounding the Park. Weeds and shrub or brush clippings are permitted in the trash only (not in recyclable).
 - d. Trash barrels should be stored out of sight.
4. No business activities may be conducted anywhere within Sungate or on Sungate's Common Area except by vendors retained by the Board or otherwise in compliance with these Rules (such as performing landscaping or approved construction activities). Additionally, business activities that are carried out entirely within a Recreational Vehicle with no external evidence thereof (including sound) may proceed.
5. No skateboards, roller skates, or roller blades are allowed on any common areas, including walkways, pool decks, shuffleboard courts, streets, or in the Clubhouse complex.
6. Laundry facilities are for Sungate occupants' laundry only.
7. Please check all self-closing doors and gates upon entering or exiting to see that they are properly secured. The pedestrian gate at entrance must be kept closed and locked at all times.
8. The entrance gate area, the streets, and parking areas may not be used for playing games.

9. The Association has the authorization to limit the number of owners/renters or guests who use the common area facilities.

PARKING AND PASSENGER VEHICLE RULES

1. Guest parking has been provided in the spaces around the Clubhouse complex. These spaces must be available for guests and are not to be used by owners and renters. We do recognize the need to provide temporary parking for owners conducting activities in the Clubhouse complex where a vehicle is needed to carry heavy articles, e.g., laundry, party materials, etc. For these needs parking is permitted. Violators are subject to being fined and/or towed.
2. Parking or keeping unattended vehicles in the streets is NOT allowed at any time. All streets are fire lanes and are posted as such. Violators are subject to fines and/or immediate towing by a private towing vendor or the Fire Department at the owners' expenses. However, streets may be used for active loading and unloading.
3. A proper and valid driver's license is required by law to operate any motor driven vehicle in the Park. This includes golf carts. Speed limits for all vehicles must be observed. Adequate running lights are required at night for the safety of both drivers and pedestrians.
4. Occupancy on any Lot is limited to one (1) Residential Vehicle and only the number of operable non-commercial vehicles which fit on that Lot. No inoperable vehicles (including unregistered or planned non-operation/PNO) may be stored in Sungate. Commercial Vehicles are prohibited within Sungate. "Commercial Vehicle" shall include:
 - a. Any vehicle in which the driver is ordinarily hired for transport, including, but not limited to, taxis, limousines, or buses; or
 - b. Any vehicle with uncovered exterior logos, signs, letters, numbers, advertising, markings, or irregular and distinct coloring which creates the appearance of a commercial vehicle; or
 - c. Any vehicle with commercial accessories or equipment attached, strapped, or affixed to the vehicle, including, but not limited to, storage containers, racks, ladders, pipes; or
 - d. Any vehicle with commercial equipment or supplies on or in the vehicle which are in plain view from another lot, including, but not limited to, pesticide, paint buckets, propane tanks, cabling, tools, raw materials, or other supplies.
5. Only emergency vehicle repairs are allowed within Sungate.
6. Car washing is permitted within the Park only at the dumpster area. Recreational Vehicles may be washed on the Lots.

PET RULES

1. Revocable permission is granted for a maximum of two (2) pets per lot and no dog may exceed a weight of fifty (50) pounds. No farm animals are allowed. Excessive barking or growling or aggressive behavior is grounds for revoking of such permission.
2. Pets must be kept on a leash no longer than 6 feet and are not permitted to be on neighbor's property.
3. Pets must be relieved on owner's lot or outside the Park. Droppings must be picked up immediately whether inside or outside the Park.
4. No pets allowed in the Clubhouse or pool area.
5. Any Owner has the right to trap any animal on their property that is feral or wild, and any trapped animal must be transferred to government animal control services.

CONDUCT RULES

The following rules related to conduct are hereby adopted as the Conduct Rules and made a part of the Association's Rules and Regulations.

1. No improper conduct, obscenities, verbal, or physical threats by Owners, residents, tenants, family, and/or guests will be tolerated. Actions by any person or any nature, , which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others are not permitted . These include noise, intoxication, quarreling, harassment, threats, picketing, fighting, offensive or abusive language, or rowdy and mischievous behavior.
2. Owners are responsible for the conduct of his/her residents, tenants, family, and /or guest and all service personnel, vendors, contractors, and any other invitees.
3. All Owners, their residents, tenants, family, and/or guests are presumed to conduct themselves with due consideration for each other and for any members of the Association, the employees of the Association's Management Company as well as employees of Association vendors. The Board of Directors has the power to discipline any owner for any conduct which in its opinion tends to endanger the welfare, interest, or character of the Association and/or its staff, as well as for violations of the specific rules and regulations of the Association.
4. Directors, representatives of the Association, and vendors are to be treated in a courteous manner at all times. No Director, representative of the Association, or vendor shall be reprimanded, threatened, or harassed in any way by an Owner, his/her residents, tenants, family, and/or guests. All complaints regarding Directors, representatives of the Association, or vendors must be made to the Management Company in writing for appropriate handling.

5. The Association considers a violation of any of the foregoing rules a serious violation, which will subject the violating owner to immediate disciplinary action. Said disciplinary action shall include possible imposition of a monetary penalty, suspension of voting and/or suspension of privileges for use of the Common Area and recreational facilities.

GENERAL RULES

1. Quiet hours are from 10:00 p.m. to 8:00 a.m. Loud or offensive noises, however, are not permitted at any time.
2. Hill climbing behind the Recreational Vehicles is not allowed due to the dangers of falling rocks, property damage, and personal injury.

REPORTING A VIOLATION OR MAINTENANCE ISSUE

Anyone observing a violation of the Association's Governing Documents, and who is witness to that violation, should notify the Management Company in writing.

Advise the Management Company of any problems you observe in the Common Area and on absent Owners' Lots (such as, burned out Common Area lights, malfunctioning watering systems, etc.). Homeowners who contact contractors instead of the Management Company will not be reimbursed.

PROCEDURES FOR RULES AND REGULATIONS VIOLATIONS

As an owner in Sungate Country, your responsibilities, rights, and remedies as a member of the Association are controlled by governing documents which include a CC&Rs, Articles of Incorporation, By-Laws, City, County, and State codes, and rules adopted by the Board of Directors of the Owners' Association. These Rules and Regulations may be changed, deleted, or added to from time to time by the Board of Directors with due notice to the membership. Violations of the governing documents may result in a loss of privileges and/or fines as deemed appropriate by the Board of Directors in accordance with the Association's Enforcement Procedure.

If a Lot is not being properly maintained, the Association will proceed with its Enforcement Procedure, which includes the Association's right to enter onto Lots to perform maintenance and charge the expense of that maintenance upon owners.

SUNGATE COUNTRY OWNERS ASSOCIATION

A California Nonprofit Mutual Benefit Corporation

ENFORCEMENT PROCEDURE

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955 OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

**RESOLUTION OF THE BOARD OF DIRECTORS
OF SUNGATE COUNTRY OWNERS ASSOCIATION**

RE: ADOPTION OF ENFORCEMENT PROCEDURE

WHEREAS, the Association's governing documents enumerate that the purpose of the Restated Declaration of Covenants, Conditions and Restrictions (hereinafter "CC&Rs") is to set forth a general scheme for the development, protection, and maintenance of the Properties and to enhance the value, desirability, and aesthetics of the Residential Lots and Common Area for the benefit of all Owners therein; and

WHEREAS, the CC&Rs provide that the Board of Directors has the right to promulgate rules and regulations for the purposes of managing and controlling the affairs and business of the Association; and the power to (1) enforce compliance by each Owner with the provisions of its CC&Rs, Bylaws, Association Rules and Architectural and Landscape Guidelines (hereinafter, collectively, "Governing Documents"); and (2) initiate and execute disciplinary proceedings against members of the Association for violations of provisions of the Governing Documents in accordance with procedures set forth in the Declaration and any rules adopted by the Association; and

WHEREAS, the CC&Rs specifically authorize the Board of Directors to impose Compliance Assessments and/or suspension of voting and common area privileges (hereinafter, collectively "Membership Privileges") against any Owner who fails to comply with the Governing Documents and to reimburse the Association for costs incurred to repair any damage to Common Areas or facilities as a result of or condition caused by violation of the Governing Documents; and

WHEREAS, Civil Code §1363(h) and the Association's Governing Documents provide a procedure which must be followed prior to the suspension of an Owner's privileges; and the Board of Directors desires to establish an operative procedure to assure due process in cases where there is a question of compliance by a member, his/her family, his/her guests or tenants with the provisions of the Governing Documents; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the attached Enforcement Procedure, incorporated by this reference, and effective as of the date of the signatures contained herein.

BE IT FURTHER RESOLVED that any rules, regulations, fine schedule and/or enforcement procedure thereof by the Board of Directors which are in conflict with the Enforcement Procedure are hereby superseded by the Enforcement Procedure.

CERTIFICATE OF SECRETARY

I certify that I am the duly qualified and acting secretary of SUNGATE COUNTRY OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation. The foregoing is a true and correct copy of the Resolution duly adopted by the Board of Directors of the corporation at a meeting held on: JAN. 2, 2008, and entered in the minutes of such meeting in the Minute Book of the corporation. The Resolution is in conformity with the Articles of Incorporation and the Bylaws of the corporation and has never been modified or appealed and is, as of now, in full force and effect.

Date: JAN. 2, 2008

SUNGATE COUNTRY OWNERS ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

BY: Cathy Campbell

Secretary

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SUNGATE COUNTRY OWNERS ASSOCIATION ENFORCEMENT PROCEDURE

This document is the Association's enforcement process; it may be referred to in the Governing Documents as either the Enforcement Procedure or Compliance Procedure. The entities engaged in enforcing the Association's CC&Rs, Bylaws, Articles of Incorporation and Rules and Regulations (hereafter, collectively, *Governing Documents*) are:

Board of Directors — The Board of Directors is charged with overseeing the enforcement of the Association's Governing Documents and working with the Aesthetic Control Committee. It has the authority to conduct violation hearings, impose compliance assessments, including but not limited to fines, and cause violations to be remedied. The Board of Directors, in its sole discretion, may review any committee or panel decision and thereafter modify any ruling in the Board's discretion regardless of an appeal from a Member, provided, however, that it gives notice to the Member and committee within ten (10) business days of the panel's/committee's date of its Ruling Notice.

Aesthetic Control Committee — The Aesthetic Control Committee (hereafter the "Architectural Committee") is charged with primarily reviewing and approving proposed landscape and architectural modifications and promulgating Rules & Regulations (hereafter "Architectural Rules").

For the purposes of this Enforcement Procedure, the following definitions shall apply:

- The term *violation* shall mean and include any failure to follow and/or observe the Association's Governing Documents.
- The term *recurring violation* shall mean any violation of the Association's Governing Documents which has a definite commencement and cessation, but has occurred more than once. Examples of recurring violations are: (1) violation of leash rules regarding pets on more than one occasion; (2) speeding or parking violations on more than one occasion; or (3) violation of the trash and dumpster rules on more than one occasion.
- The term *continuous violation* shall mean any violation of the Association's Governing Documents which is ongoing and has not ceased for a period of time in excess of seventy-two (72) consecutive hours. Examples of continuous violations are: (1) violation of the age restrictions; (2) retaining an improvement on the Owner's lot in violation of the Architectural Rules; or (3) violation of the Property maintenance rules. Upon the Owner's curing the violation, the Board of Directors may, but is not obligated to, waive any portion or all of the monetary fine imposed for a continuous violation.

The Enforcement Procedure related to any disciplinary action shall be as indicated below. For enforcement of the Governing Documents related to parking violations unrelated to disciplinary action against the Owner, such as towing, the enforcement procedures may begin at Step 5.

STEP 1. INITIATION.

- If a **Violation Report** is completed by a homeowner, a Board member, Association Manager, Architectural Committee member, or another designated representative of the Association, the Violation Report will be verified as set forth in Step 2.
- If a **Citation** is issued for a non-architectural violation, verification shall be deemed accomplished by the issuing personnel and Step 2 may be skipped.

STEP 2. VERIFICATION

Verification of a Violation Report for non-architectural violations is accomplished by a review of the Association's Governing Documents and/or inspection by the Association Manager, Board of Directors, appropriate committee or other designated Association representative. Verification of a Violation Report for architectural violations is accomplished by a review of the Association's Governing Documents and/or inspection by the Architectural Committee. *Violation* shall be defined as an act in direct conflict with the Association's Governing Documents, and/or local, county or state requirements.

STEP 3. DOCUMENTATION

A. FOR NON-ARCHITECTURAL VIOLATIONS

1. The Board has the following three options for enforcing non-architectural violations:
 - A **Warning Notice** is completed by the Association Manager or his/her designated representative and forwarded to the violating homeowner (hereinafter *Violator*). At the discretion of the Board or Association Manager, this step may be skipped if, based on the seriousness of the violation, more immediate action is warranted; or
 - If the violation persists after the Warning Notice has been issued OR if the Board or Association Manager determines to proceed directly to a **Violation Notice**, said Violation Notice is sent to the Violator, stating a deadline by which to cure the violation; or
 - If the violation warrants immediate action, an **Expedited Hearing Notice** is sent to the Violator, stating a date, time and place where the Violator may be heard before the Board of Directors.
2. If a **Violation Notice** is sent and the Violator fails to take the necessary action by the deadline given, a **Hearing Notice** will be sent to the Violator, setting forth the date, place and time upon which the Violator may be heard before the Board of Directors.
3. Failure to (1) appear at any hearing, and/or (2) comply with the **Violation Notice** could result in immediate discipline including, but not limited to, imposition of a Compliance Assessment, and/or suspension of voting and common area privileges, including use of the recreational facilities. Association must give at least ten (10) days written notice of the hearing to the Violator before any action is taken, pursuant to *Civil Code §1363* and the Association's Governing Documents.

B. FOR ARCHITECTURAL AND LANDSCAPE VIOLATIONS

1. Examples of architectural violations are:
 - a. Owner of the property has not submitted the requisite application, related documents and plans and/or the requisite fees to the Architectural Committee, or the Board of Directors, if appropriate, or secured requisite written approval from the Association.
 - b. Owner of the property has obtained prior approval but has not complied with the approved final plans and specifications of the proposed work.
 - c. Owner has failed to maintain his/her/its lot and/or landscaping areas which Owner is responsible to maintain.

2. The Board has the following three options for enforcing architectural violations:

- A **Warning Notice** is completed by the Association Manager and forwarded to the violating homeowner (hereinafter **Violator**). At the discretion of the Board or Association Manager, this step may be skipped, and the Association may proceed directly to a **Violation Notice** or an **Expedited Hearing Notice**; or
- If the violation persists after the Warning Notice has been issued OR if the Board or Association Manager determines to proceed directly to a **Violation Notice**, said Violation Notice is sent to the Violator, stating a deadline by which to cure the violation; or
- If the violation warrants immediate action, an **Expedited Hearing Notice** is sent to the Violator, stating a date, time and place where the Violator may be heard before the Board of Directors.

3. If a **Violation Notice** is sent and the Violator fails to take the necessary action by the deadline given, a **Hearing Notice** will be sent to the violating homeowner, setting forth the date, time, and place where the Violator may be heard before the Board of Directors.

4. Failure to: (1) appear at any hearing; and/or (2) comply with a written **Violation Notice** could result in immediate discipline including, but not limited to, imposition of an Compliance Assessment and/or suspension of voting and common area privileges. Association must give at least ten (10) days written notice of the hearing to the Violator before any action is taken, pursuant to *Civil Code* §1363 and the Association's Governing Documents.

STEP 4. HOMEOWNER HEARING PROCEDURE

A. **Findings of Fact and Recommended Action:** The Board of Directors must make specific findings as it relates to the violation of the Governing Documents, noting them on the **Homeowner Hearing Procedure form** and **Ruling Notice form** with the facts which support its decision. The decision of the Association and action recommended/taken should also be noted on the **Homeowner Hearing Procedure form**. **NOTE:** If no violation is found, then no remedy is required, and the Association would then issue a Ruling Notice pursuant to Step 4.C below.

B. **Remedies of the Board of Directors.** If it is determined a violation has taken place, the Board of Directors may take any or all the following actions:

1. **Compliance Assessment** — Even if the violation is not of a continuing nature and does not lend itself to a self-help remedy, the Board of Directors still has the authority to impose a Compliance Assessment for failure to comply with the provisions of the Governing Documents. The Board of Directors may only impose a Compliance Assessment after providing notice and hearing to a Violator, pursuant to the minimum requirements set forth herein. The following Compliance Assessment structure is based upon a reasonable determination of the costs (*i.e.* attorneys' fees, property management fees, etc.) expended by the Association in performing its functions in enforcing the Governing Documents, as well as the imposition of appropriate sanctions for violation of said Governing Documents.

The Compliance Assessment structure is detailed in Paragraph 4.D below.

2. **Right and Authority to suspend voting rights, common area privileges, use of the recreational facilities** and/or any other privilege of any Member or Person deriving rights from any Member for a period not to exceed thirty (30) days for each violation of the Governing Documents and/or for any period during which the Member is delinquent in the payment of any assessment, fine or monetary penalty, or as otherwise provided in the Governing Documents.

3. **Self-Help Remedy for Continuing Non-Architectural Violations** — If the violation of the Governing Documents continues and can be cured through a self-help remedy, the Board has the right to demand correction of the continuing violation and a date certain upon which a homeowner must comply (a reasonable period of time shall be given to the homeowner) *via* the Notice of Ruling. The Notice should

further indicate that if the homeowner fails to comply within the time provided by the Association, the Association would bring the homeowner into compliance and charge the cost of same to the homeowner as an Compliance Assessment.

4. **Self-Help Remedy for Continuing Architectural Violations** — If it is determined a violation has taken place, the Board of Directors shall make findings of fact and request corrective action (removal, replacement, repair and/or modification) by the Violator. If corrective action is not taken by the Member and the violation can be cured through a self-help remedy, the Ruling Notice shall further indicate that if the Member fails to comply within the time provided, the Board of Directors shall bring the Member into compliance and charge the cost of same to the Member as an Compliance Assessment. **However, any demand letter which requires the Association to go onto a Members' property to rectify the violation should be reviewed and sent by Association's counsel.** For example, if a homeowner's lot landscaping is becoming an eyesore for lack of maintenance, the Association can provide written notice to the violating homeowner that he/she must provide the appropriate maintenance and that he/she is in violation of the Governing Documents. The Notice would further provide that the owner has a specific (and reasonable) period of time to correct the deficiency. If the owner fails to correct said deficiency within the specified time given by the Association, the Association could then proceed with the maintenance and charge the cost to the homeowner as an Compliance Assessment.

5. **Other Potential Remedies / Sanctions** — Notwithstanding anything set forth herein, the Board of Directors in its discretion shall have the power to require any other applicable remedy and/or sanction for as long as it deems necessary, provided, however, that said remedy / sanction is in accord with the Association's Governing Documents and law. If the violation is of such a serious nature that potential legal action is contemplated, the Association's general counsel should be consulted for determination whether Internal Dispute Resolution ("IDR") and/or Alternative Dispute Resolution ("ADR") should be offered to the Violator (as well as consideration of other potential remedies).

C. **Ruling Notice.** Regardless what remedy the Board chooses to take, even if no violation is found, the Association must mail to the Violator a **Ruling Notice** within ten (10) days after the date of hearing. If it is ruled that a Compliance Assessment shall be imposed against the Violator, then the Board must give notice of the ruling to the Violator and request payment of such assessment within thirty (30) days after the Ruling Notice is mailed. This is to be recorded in the Executive Session minutes or regular minutes, whichever is applicable.

D. **Compliance Assessment Structure.** If any Member's failure to comply with the provisions of the Governing Documents results in the Association's expenditures of monies or incurs costs related to the action or non-action of a Member, the Association may levy a Compliance Assessment against such Member. Additionally, the Association may levy fines as Compliance Assessments consistent with Tables 1 and 2 below. The amount of the Compliance Assessments may be amended from time to time by the Board of Directors. The present structure of the Association for Compliance Assessments for violations of the Governing Documents shall be as follows:

Table 1: Compliance Assessments for Violation of the Governing Documents	
First Violation	Costs incurred by the Association, if any, as well as a monetary fine up to \$250.00
Recurring Violation for a Second Time	Costs incurred by the Association, if any, as well as a monetary fine up to \$500.00
Recurring Violation for a Third or More Times	Costs incurred by the Association, if any, as well as a monetary fine up to \$750.00 plus possible legal action
Continuous Violation	Costs incurred by the Association, if any, as well as a monetary fine up to \$750.00 PLUS an amount up to \$40.00 per day from the date of the first notice of violation until violation is cured.

In addition to the Compliance Assessments described in Table 1 above, the Board of Directors may levy the following Compliance Assessments for architectural application violations, which may be added to any Compliance Assessments.

Table 2: Compliance Assessments for Architectural Application Violations	
Compliance Assessments for commencing Architectural Improvement without <ul style="list-style-type: none">• Architectural Committee Approval and/or• Submitting Application (even if Improvement is within Guidelines)	Up to \$5,000.00 plus legal costs and any other remedies available to the Association
Compliance Assessments for failure to follow submitted plans and specifications and/or make corrections upon notice	Up to \$5,000.00 plus legal costs and any other remedies available to the Association

E. **Collection of Compliance Assessments.** Pursuant to the Association's collection policy and the CC&Rs, if a Compliance Assessment was levied for failure to comply with the Governing Documents or for costs incurred by the Association in repair of damage to the Common Areas and is not paid within thirty (30) days after mailing the Ruling Notice, then the Board may suspend the Owner's voting and/or common area privileges after notice as set forth in the collection policy.

STEP 5. TOWING OF IMPROPERLY PARKED VEHICLES

The towing of improperly parked vehicles relates to enforcement of the Governing Documents, unrelated to disciplinary action against an Owner. Accordingly, the Association has the right to tow vehicles without proceeding through Steps 1 through 4 above and, pursuant to California *Vehicle Code* §22658.2, the Association may have any improperly parked vehicles removed and towed to the nearest public garage. Prior to any towing, the Association shall place a written notice on the violating vehicle, enumerating that the vehicle will be towed to a public garage unless the vehicle is moved within four (4) hours. (Prior notice is not required if the violating vehicle is parked in a marked fire lane, within fifteen feet of a fire hydrant, in a parking space designated for handicapped without proper authority, or in a manner which interferes with any entrance to or exit from ingress or egress in and to the subdivision or any residential unit.) In such an event, the Association shall not be liable for any damages incurred by the vehicle owner because of the removal of a vehicle or for any damage to the vehicle caused by the removal, including without limitation the charge for towing and storage of the vehicle by the towing company, the cost of which shall be the responsibility of the owner of the vehicle.