

SUNRISE HILLS HOMEOWNERS ASSOCIATION II

RULES AND REGULATIONS (adopted July 26, 2017)

These Rules and Regulations have been adopted by the Board of Directors of Sunrise Hills Homeowners Association II in accordance with Section 8.4 of the Association's Bylaws. The purpose of these Rules and Regulations is to establish policies, rules, and regulations governing the administration, management, operation, use, and occupancy of the Development.

To the extent of any conflict between these Rules and Regulations and the law, the law shall control. To the extent of any conflict between these Rules and Regulations and the Association's CC&Rs, the CC&Rs shall control, except to the extent that these Rules and Regulations were adopted to comply with the law.

While all of the provisions of these Rules and Regulations are important, the Board specifically advises each Owner and Resident to carefully read and take notice of the provisions of sections XIII ("Renting and Leasing") and XVII ("Vehicles and Parking") below.

I. DEFINITIONS

In these Rules and Regulations, the following capitalized terms shall have the meanings given to them below:

- **"Architectural Rules"** means the architectural rules established to set forth the standards for architectural review and guidelines for architectural design, placement of buildings and other structures, outdoor lighting, landscaping, color schemes, exterior finishes and materials, and similar features within the Development.
- **"Association"** means Sunrise Hills Homeowners Association II.
- **"Board"** or **"Board of Directors"** means the board of directors of the Association.
- **"CC&Rs"** means the *Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sunrise Hills Homeowners Association II* recorded on July 11, 2016 as document number 2016-0135637-00 in the official records of Contra Costa County, California.
- **"Civil Code"** means the California Civil Code.

- **“Common Area”** means the real property owned by the Association that is intended for the common use and enjoyment of Owners and Residents.
- **“Development”** means the planned development the Association was formed to manage, including both the Common Area and the Lots, which the CC&Rs have been recorded against.
- **“Dwelling”** means a residential dwelling constructed on a Lot.
- **“Governing Documents”** means the governing documents of the Association, including the CC&Rs, the articles of incorporation of the Association, the bylaws of the Association, these Rules and Regulations, the Architectural Rules, and any other policies, rules, and regulations adopted by the Board from time to time.
- **“Lot”** means a separate interest lot in the Development.
- **“Owner”** means the record owner of a Lot.
- **“Reimbursement Assessment”** means any assessment levied against an Owner and his or her Lot for any of the following reasons (as described in Section 8.10 of the CC&Rs): (1) to reimburse the Association for costs incurred to maintain, repair, or replace property (including property within a Lot) when such damage is due to the act or neglect of such Owner or a member of his or her household, pet, tenant, invitee, or guest; (2) if the failure of such Owner or a member of his or her household, pet, tenant, invitee, or guest to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Association to deal with such lack of compliance or to bring such person or the Lot into compliance; or (3) to reimburse the Association for any costs of collecting from an Owner any amount the Owner is obligated to pay the Association.
- **“Resident”** means any person who resides in a Dwelling / on a Lot.
- **“Rules and Regulations”** means these rules and regulations.

II. ANIMALS AND PETS

1. No animals shall be kept, bred, or maintained within the Development for any commercial purpose.
2. Except to the extent otherwise provided in Section 5.14.2 of the CC&Rs, no more than two (2) common household pets may be kept on each Lot; for purposes of the foregoing, “common household pets” include domestic dogs, cats, and birds. A reasonable number

of other small caged domestic pets or animals in an aquarium may also be kept on a Lot. No other animals may be kept or brought into the Development.

3. While in the Common Area, each dog must be restrained on a leash held by a responsible person capable of controlling the dog. Any Owner or Resident may cause any unleashed dog within the Common Area to be removed to a pound or animal shelter under the jurisdiction of the City of Martinez or the County of Contra Costa.
4. No animal cages, dog houses, dog runs, or other devices or structures for the care, housing, or confinement of any animal shall be permitted on the exterior of any Lot.
5. There shall be no feeding of ducks, geese, deer, or any other non-domesticated animals within the Development. In order to control feral cats, raccoons, vermin, and other stray animals within the Development, no animal food shall be kept or placed outside anywhere within the Development, except for approved bird feeders. Pet feeding stations may not be kept in a garage if the garage door is left open and permits animals to access the feeding station.
6. The owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such pet. Owners, their tenants, and guests shall prevent their pets from soiling any portion of the Common Area and shall immediately clean up any mess left by their pet.
7. Each Owner, Resident, and other person bringing or keeping any animal into/within the Development shall be liable for all injury and damage to persons or property caused by the animal, and each Owner shall be required to indemnify and defend the Association and its officers, directors, employees, and agents and hold them harmless from and against any cost, loss, claim, or damages of any kind arising out of or resulting from such injury or damage, as described in Section 5.14.7 of the CC&Rs.
8. The Association shall have the right to prohibit the keeping of any animal in the Development which, after the responsible Owner or Resident has an opportunity for a hearing called by the Board, is found by the Board to be a nuisance.

III. ARCHITECTURAL APPROVAL

1. For purposes of this section, the following capitalized terms shall have the meanings given to them below:
 - a. ***“Architectural Control Committee”*** or ***“Committee”*** means the architectural control committee formed pursuant to Section 7.5 of the CC&Rs.

- b. **“Modification”** means the following: (1) the commencement, erection, painting, or installation of any building, fence, hedge or similar barrier, wall, obstruction, balcony, screen, patio cover, tent, awning, carport cover, improvement or other structure of any kind, outdoor lighting, mast, pole, tower, antenna, receiver, transmitter, or landscaping within the Development; and (2) any exterior addition or change within the Development.
 - c. **“Plans and Specifications”** means plans and specifications for a proposed Modification, showing the nature, kind, shape, color, height, size, materials, and location of the proposed Modification.
2. Pursuant to Section 7.1 of the Association’s CC&Rs, no Modification can be made until Plans and Specifications for the Modification have been submitted to and approved in writing by the Architectural Review Committee, subject to the provisions of the CC&Rs and the Architectural Rules. This requirement of architectural approval shall not apply to improvements made or constructed by or on behalf of the Association.
3. The following Modifications are addressed in the Architectural Rules:
- a. Common architectural concerns:
 - i. Drainage patterns
 - ii. Exterior painting
 - iii. Installations on roofs
 - iv. Masts, poles, towers, and other projections
 - v. Outdoor furniture
 - vi. Sports apparatus
 - vii. Storage units and temporary structures
 - b. Statutory architectural provisions:
 - i. Antenna and satellite restrictions
 - ii. Clotheslines
 - iii. Display of noncommercial signs or flags

- iv. Display of the United States flag
 - v. Electric vehicle charging stations
 - vi. Fire retardant roofs
 - vii. Low water-using plants and artificial turf
 - viii. Personal agriculture
 - ix. Pressure washing
 - x. Real estate signs
 - xi. Solar energy systems
- c. Board adopted rules
 - i. Front yard trees
 - ii. Security screen doors
4. Detailed information about the review and approval process for Modifications can be found in Article 7 of the CC&Rs, and is summarized in Section 4 of the Architectural Rules.

IV. ASSESSMENT COLLECTION

1. A summary of the Association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments by Owners can be found in the Association's separately adopted delinquent assessment collection policy, which is distributed to Owners each year as a part of the Association's annual policy statement.
2. Detailed information about assessments and assessment collection can be found in Article 8 of the CC&Rs.

V. CLUBHOUSE RESERVATION AND RENTAL

1. The Common Area clubhouse may be reserved and rented for private events by Owners. Any such reservation and rental shall be subject to the Owner completing and submitting to the Association a clubhouse rental agreement on such form as the Association may require from time to time.

2. Use of the clubhouse shall be subject to the provisions of the Association's separately enacted clubhouse rental agreement.

VI. ELECTION RULES

1. Association elections/votes regarding the following matters must be conducted by a statutory secret ballot voting process: (a) regular assessment increases and the levy of special assessments legally requiring a vote; (b) the election and removal of directors; (3) amendments to the Governing Documents; and (4) the grant of exclusive use of the Common Area to an Association member.
2. Detailed information about the secret ballot election and voting process can be found in the Association's separately adopted voting and election rules.

VII. FINE POLICY

1. Violations of the Governing Documents are addressed by the Association in accordance with applicable provisions of the Governing Documents and the Civil Code.
2. Information about how the Association addresses Governing Document violations and the schedule of monetary penalties that can be imposed for violations of the Governing Documents can be found in the Association's separately adopted fine policy.

VIII. INSURANCE

1. Owners' responsibilities for maintaining insurance are described in Section 10.5 of the CC&Rs. Each Owner is responsible to procure the following insurance coverage: (a) hazard insurance for his or her Lot and Dwelling improvements; (b) liability insurance relating to the ownership and use of the Owner's Lot and Dwelling; (c) liability insurance relating to the Owner's negligence upon the Common Area; (d) insurance on the contents of the Owner's Dwelling; and (e) such other insurance as the Owner deems adequate to cover risks such as loss of use, additional living expenses, loss of rental income, and loss assessment coverage.
2. The Association's responsibility for maintaining insurance is described in Sections 10.1, 10.2, 10.3, and 10.4 of the CC&Rs. The Association procures the following insurance coverage: (a) Common Area hazard insurance; (b) commercial general liability insurance; (c) directors and officers liability insurance; (d) workers compensation insurance; (e) fidelity insurance; and (f) such other insurance as the Board may deem necessary or desirable from time to time.

IX. GARAGES AND GARAGE DOORS

1. Garages are to serve as the primary parking facility for Residents.
2. No part of any garage shall be converted to non-parking use, except to the extent such other purpose does not interfere with the ability to park in the garage the number of vehicles the garage was designed to accommodate. For clarification purposes, a garage may not be used for the storage of any items if such storage would not allow the garage to accommodate the number of vehicles for which it was designed.
3. Each garage door shall remain closed except during ingress or egress, or when necessary to provide ventilation for individuals present in the garage area.
4. No more than four (4) vehicles per each Lot are permitted to be parked within the Development at any one time. See section XVII ("Vehicles and Parking") below for specific restrictions and conditions relating to vehicles and parking within the Development.

X. GENERAL USE OF COMMON AREA

1. Except as may be authorized by the Board, no person or entity other than the Association or its duly-authorized agents shall: (a) construct, reconstruct, refinish, alter, or maintain any improvement upon the Common Area; (b) make or create any excavation or fill upon the Common Area; (c) change the natural or existing drainage of the Common Area; or (d) plant, remove, or destroy any seed, plant material, tree, shrub, or other vegetation upon the Common Area.
2. The Common Area shall be kept free of rubbish, debris, and other unsightly or unsanitary materials by Owners and Residents. There shall be no obstruction of any part of the Common Area nor shall anything impair access to the Common Area.
3. Each Owner and Resident shall avoid causing any damage to the Common Area.
4. No smoking of cigarettes, cigars, or any other tobacco product, marijuana, or illegal substances shall be permitted anywhere in the Common Area, whether indoors or outdoors. "Smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, or other tobacco product, marijuana, or illegal substance, and shall include smoke from any such activity drifting from a Lot to the Common Area.
5. The right to use and enjoy the Common Area amenities is limited to Residents and their accompanied guests. Upon the leasing or renting of a Lot by an Owner, the Owner shall be deemed to have delegated and assigned all such rights exclusively to the tenants of such Lot. Any rights of enjoyment that have been delegated by an Owner are subject to

suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents.

XI. GENERAL USE OF LOTS

1. Except to the extent permitted below, Lots shall be occupied and used only for single family residential purposes in conformity with the requirements of applicable zoning laws or other state or local rules or regulations.
2. The following business activities are permitted within Lots:
 - a. Professional, administrative, or clerical activities as may be permitted by applicable governmental ordinances without the requirement of a conditional use permit, but only if:
 - i. Such activity does not entail the presence of employees, patrons, clients, or vendors except on an infrequent basis;
 - ii. Such activity does not require storage of large amounts of bulky goods or inventory;
 - iii. There is no external evidence of such activity, including but not limited to a significant increase in traffic in the Development;
 - iv. The activity complies with all applicable governmental ordinances; and
 - v. The activity is merely incidental to the use of a Lot for residential purposes.
 - b. Family day care for children, as described in and subject to the provisions of Section 5.8 of the CC&Rs.
 - c. Residential care facilities, as described in and subject to the provisions of Section 5.9 of the CC&Rs.
3. Each Owner shall be required to indemnify and defend the Association and its officers, directors, employees, and agents and hold them harmless from and against any cost, loss, claim, or damages of any kind arising out of the conduct or presence of business activity on his or her Lot, as described in Section 5.7.2 of the CC&Rs.
4. In no event shall any outbuilding, shed, garage, or similar structure on a Lot be used for human occupancy, either temporarily or permanently.

XII. MAINTENANCE

1. Owners' responsibilities for maintenance, repair, and replacement of Lots is described in Section 9.2 of the CC&Rs.
2. The Association's responsibility for maintenance, repair, and replacement of the Common Area is described in Section 9.1 of the CC&Rs.

XIII. RENTING AND LEASING

1. A Lot must be Owner-occupied for at least twelve (12) months after it is acquired before the Lot may be rented or leased.
2. An Owner renting his or her Lot shall do so pursuant to a written lease or rental agreement, which provides the following:
 - a. An initial term of at least one (1) year;
 - b. That its terms are subject to all of the provisions of the Governing Documents;
 - c. That failure of the tenant, members of the tenant's household, or the tenant's invitees or guests to comply with the Governing Documents shall constitute a default under the terms of such lease or rental agreement;
 - d. That in the event of such default, the Association shall be entitled to maintain an eviction action against the tenant to the same extent of the Owner of the Lot, as a third-party beneficiary under such lease or rental agreement.
3. An Owner renting his or her Lot shall provide a copy of the signed lease or rental agreement to the Association. The Owner may redact or blackout the financial terms (i.e., amount of rent and security deposit) from the copy provided to the Association.
4. An Owner renting his or her Lot shall require the tenant to carry renter's insurance, as provided under Section 10.6 of the CC&Rs.
5. An Owner renting his or her Lot shall provide the tenant with a copy of the then current Governing Documents. Upon request of the Association, the Owner shall cause his or her tenants to execute and submit to the Association the affidavit/certificate described in Section 6.1.7 of the CC&Rs.
6. An Owner renting his or her Lot shall provide the Association with his or her off-site contact information and the contact information for and names of his or her tenants,

including telephone number, email address, mailing address, and such other contact information as may be reasonably requested by the Board.

7. The requirements of rules 5 and 6 above shall apply to any “house sitters”, guests, or other persons occupying an Owner’s Lot when the Owner is not simultaneously occupying his or her lot
8. No Owner shall be permitted to lease, rent, or otherwise operate his or her Lot for transient or hotel purposes, which shall be deemed to mean either of the following: (a) an initial lease or rental term of less than one (1) year; or (b) any rental where the occupant of the Dwelling is provided customary hotel services, such as room service for food and beverage, maid service, periodic furnishing of clean bed linen and towels, laundry service, or bellboy services.
9. No subletting of a Lot is permitted.
10. No Owner shall rent or lease less than the entirety of his or her Lot; provided, however, an Owner may share his or her Dwelling with a roommate or another person with whom the Owner maintains a common household.
11. Each Owner who rents or leases his or her Lot shall be required to indemnify and defend the Association and its officers, directors, employees, and agents and hold them harmless from and against any cost, loss, claim, or damages of any kind arising out of or resulting from the actions of the Owner’s tenants (including but not limited to any violations of the Governing Documents by the tenants), as described in Section 6.7 of the CC&Rs.

XIV. SPECIFIC PROHIBITED CONDUCT

1. Each Owner and Resident shall comply with all requirements of all federal, state, and local governmental authorities and all laws, ordinances, rules and regulations applicable to his or her Lot and Dwelling and the Common Area.
2. No unlawful, noxious, harmful, or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done within the Development which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Resident of the Development, or which shall in any way interfere with Residents’ use of the Common Area and facilities thereon or the use and enjoyment of their Lots or Dwellings. Without limiting any of the foregoing, no Resident shall permit noise, including but not limited to the barking of dogs, to emanate from the Resident’s Lot that would unreasonably disturb another Resident's enjoyment of his or her Lot or of the Common Area.

3. Nothing shall be done, placed, or kept within the Development that will increase the rate of insurance or result in the cancellation of insurance under any insurance policy maintained by the Association, or which will be in violation of any governmental statute, ordinance, rule, or regulation. If any Owner or Resident, member of their household, tenant, invitee, or guest violate this rule, the Owner shall be liable to the Association for any resulting increase in insurance premiums and any other damages, which may be assessed against the responsible Owner as a Reimbursement Assessment.

XV. SWIMMING POOL RULES

1. Use of the Common Area swimming pool and related recreational amenities shall be subject to the following swimming pool rules.
2. Hours: 9 a.m. to 10 p.m. daily.
3. There is no lifeguard on duty. Residents and their guests swim and use the pool area at their own risk, and assume the risk of bodily injury when doing so.
4. Persons under sixteen (16) years of age must be accompanied by a responsible adult at all times while in the pool area.
5. No pets are allowed in the pool area, other than as required by law for service animals.
6. Diving is prohibited.
7. Lifesaving equipment provided in the pool area is to be used for emergencies only.
8. No glass or breakable containers are allowed in the pool area.
9. No more than two (2) inflatable devices are to be in the pool at the same time.
10. Noise is to be kept to a minimum. No yelling, shouting, or horseplay is allowed. Music may be listened to only by way of earphones.
11. No nudity or inappropriate attire is permitted at any time.
12. No foreign matter (such as rocks, papers, debris, furniture, etc.) may be thrown into the pool at any time.
13. The pool enclosure gate is to be kept locked at all times except for immediate entering or exiting.
14. Each person is to shower immediately before entering the pool.

15. Guests must be accompanied by a Resident at all times when in the pool area. Residents are limited to three (3) guests at any one time. Residents are responsible for their guests' behavior.
16. Pool furniture is to remain in the pool area at all times.
17. No alcohol or smoking is permitted in the pool area.
18. Incontinent persons are required to wear water-tight swim wear at all times while in the pool.
19. Do not use the pool if you have diarrhea, or have just gotten over diarrhea, or have a communicable disease.
20. No running, jumping, or horseplay is permitted in the pool area.

XVI. TRASH DISPOSAL

1. Trash, garbage, accumulated plant material, other waste and refuse, and recyclable waste shall be deposited only in covered sanitary containers provided for that purpose by the garbage collection service. Such containers shall be located in an appropriate area upon each Lot and concealed from view. No Owner or Resident shall permit or cause any garbage, trash, or other waste or refuse to be kept upon any portion of any Lot or elsewhere in the Development, except in such containers.
2. Furniture, appliances, water heaters, construction or remodeling debris, and other bulky items must be properly disposed of off-site by the Owner or Resident at his or her sole expense and shall not be placed in Association waste containers or discarded in the dumpster areas.

XVII. VEHICLES AND PARKING

1. Pursuant to Section 5.17.1 of the CC&Rs, no more than four (4) vehicles per each Lot are permitted to be parked within the Development at any one time.
2. No vehicle that is too large to be parked entirely within a garage or entirely within a designated parking space (including but not limited to trailers, campers, and commercial vehicles and trucks) shall be permitted to remain anywhere within the Development, except as follows:
 - a. Such vehicle may be parked temporarily (not to exceed eight (8) hours) for purposes of loading or unloading, provided such vehicle does not interfere with

the safe ingress and egress of pedestrians and vehicular traffic within the Development.

- b. Oversized vehicles may be parked in designated areas of the Development in accordance with prior Board approval.
3. Commercial vehicles of vendors, utilities, contractors, and others providing services shall be permitted within the Development while services are actually being performed and shall not be parked within the Development overnight; such vehicles shall be parked in appropriate parking spaces within the Development. Commercial vehicles driven by a Resident must be parked within the garage serving the Resident's Lot.
4. The following types of vehicles are considered "prohibited vehicles" and may not be brought into the Development: (a) dilapidated or inoperable vehicles; (b) unregistered vehicles; (c) unreasonably noisy vehicles; (d) vehicles that emit foul-smelling or offensive exhaust fumes; and (e) mobile homes.
5. The following types of vehicles are considered "restricted vehicles" shall not generally be kept or parked within the Development other than inside a garage: (a) campers; (b) motor homes; (c) recreational vehicles; (d) trailers; (e) boats; (f) golf carts or similar equipment; and (g) commercial vehicles.
 - a. A two-axle passenger vehicle or a pick-up truck with a capacity no larger than one (1) ton that is used by a Resident for both business and daily personal transportation shall not be considered a "commercial" vehicle if such vehicle has no signs or markings of a commercial nature that are obtrusive or offensive (as determined by the Board).
 - b. A restricted vehicle may be parked temporarily in the driveway or in the street in front of a Lot for up to seventy-two (72) hours for purposes of loading or unloading only.
6. The primary parking facility for Residents of each Lot is the garage of the Residents' Dwelling. A garage shall not be used for any purpose other than parking, except to the extent such other purpose does not interfere with the ability to park in the garage the number of vehicles the garage was designed to accommodate. For clarification purposes, a garage may not be used for the storage of any items if such storage would not allow the garage to accommodate the number of vehicles for which it was designed.
7. Vehicles shall not be parked anywhere within the Development except wholly in a garage or in a designated parking area. Parking is not allowed at any time in designated fire lanes.

No vehicle shall be parked continuously in the street for longer than seventy-two (72) hours.

8. Washing of vehicles of any kind shall not be permitted anywhere on the Common Area.
9. No motor vehicles or boats shall be constructed, reconstructed, or repaired within the Development (other than minor emergency repairs to the extent necessary to move the vehicle to a repair facility).
10. Subject to Section 5.17.9 of the CC&Rs and the provisions of applicable law, including California Vehicle Code section 22658, the Association shall have the power and authority to cause the towing of any vehicle – at the vehicle owner’s expense – that is parked within the Development in violation of the Governing Documents.

[End]