

SUNRISE VILLA 1 HOMEOWNERS ASSOCIATION

Rules, Regulations and Policies



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TABLE OF CONTENTS

General Rules	1
Animals.....	1
Grounds Rules	2
Parking Regulations.....	3
Parking Rules	3-4
Architectural Guidelines	5
Architectural Rules	5-7
Maintenance Policy	8
Maintenance Responsibility Matrix	9
Violation Procedures.....	10-11
Pool/Spa Rules	12



GENERAL RULES

1. As a common courtesy to your neighbors, please refrain from playing loud music or generally making loud noise between the hours of 10:00 p.m. and 9:00 a.m. Also, when entering the complex late at night, please turn down your car radio.
2. Littering the common area is prohibited.
3. Residents are liable for the damage as well as the deductible for claims arising from damage caused by residents or guests. Homeowners are also responsible for the deductible on any claim on the Homeowners Association insurance whether the damage was caused by the homeowner or anyone else.
4. Curtains, drapes, shutters, blinds may be installed as window covers. No window shall be covered with aluminum foil, newspapers, sheets or other material not designated for use as a window cover.
5. All rubbish, debris or unsightly material or objects of any kind shall be regularly removed from the parcels and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, trash cans, wood piles, storage areas, machinery and equipment shall be prohibited upon any parcel unless obscured from view of the ground floor, adjoining streets or portions of the covered property from a height of six (6) feet or less.
6. No exterior items, such as decorations, planter boxes, TV cables, etc...shall be affixed to the exterior of any unit without prior written permission of the Architectural Committee or Board of Directors. An Architectural Application must be submitted before any work is to begin.

ANIMALS

1. Dogs are to be leashed at all times and under the control of the owner(s).
2. Dog owner must immediately remove any mess created by dog(s).
3. Owners shall be fully responsible for any damage caused by their pet(s).



GROUNDS RULES

1. Report any vandals, trespassers to Pleasanton Police Department.
2. Remember that any damage to the Association buildings or plants is chargeable to the responsible unit owner, including tampering with irrigation heads, time clocks, valves, pumps and telephone boxes.
3. No skates, roller blades, skateboards, grocery carts, etc. are allowed to be ridden on the streets. Bicycle riding is allowed. Parental supervision is required for children and the California Helmet Law must be adhered to.



PARKING REGULATIONS

1. No parking is allowed in streets except for unloading/loading. Overnight parking in the street is prohibited. Fire lanes must be kept open for emergencies and free of parked cars.
2. The entrance must be free of stopped cars to allow neighbors free access to entrances/exits.
3. No storage is permitted in the Common Area parking spaces.

PARKING RULES

Definitions

Unlicensed motor vehicles – Shall include any vehicle, which does not display a current state license plate with a valid registration date.

Storage (Vehicle) – Defined as any vehicle parked in an “open” space for a period exceeding seventy two (72) hours

Vehicles on premises

No more than two vehicles per unit are allowed to park on the premises without the express written consent of the Board of Directors (BOD) with the exception of units that have three (3) or more residents whose vehicles are used and moved on a daily basis. Permission of the BOD must be granted for this exception.

The following list identifies vehicles that are not allowed to be parked on Sunrise Villas Common Area property except temporarily.

- Stored vehicles – Except with written BOD approval
- Commercial vehicles
- Mobile homes
- Campers
- Trailers
- Trucks
- Boats
- Inoperable automobiles
- Unlicensed motor vehicles
- Noisy or smoky Vehicles



Parking Spaces

No repair work shall be done on any vehicle, except in an emergency, while parked on site.

No parking allowed anywhere within Sunrise Villa except in the designated parking spaces.

Storage: Vehicles cannot be stored in the Common Parking Area.

Miscellaneous

No Vehicle shall be operated recklessly or in any way that creates undue danger or nuisance to other homeowners, tenants, or guests.

A five (5) MPH speed limit shall be observed at all times within the complex

Violations

Vehicles found to be in violation of CC&R's and Association Rules outside of designated parking spaces (with the exception of vendor's vehicles) will be towed at owner's expense. Where repeated offenses are identified, whether towing a vehicle is involved or not, the Homeowner will first be notified of the violation and if not corrected, be fined in accordance with the Violation Procedures adopted by the Board of Directors.



ARCHITECTURAL GUIDELINES

1. Refer to the Architectural Guidelines and direct any questions to the Architectural Committee (via Property Management Company) before undertaking any project which may materially change the appearance of your unit
2. Any replacement or repair of windows and doors must be a duplicate of the original item unless approved by the Architecture Committee and/or Board

ARCHITECTURAL RULES

Permanent Modifications

Request for Modifications: Homeowners who wish to request a modification to their unit including but not limited to any modification to the exterior of the unit, any modifications to the patio area or covered parking, any modification to the interior of the unit which affects the structural integrity of the unit and/or building, the utilities, or other systems servicing the common area or other townhouses, must submit the request in writing to the Architectural Committee

1. Unapproved Modifications: Homeowners who have completed modifications, which have not previously been approved, will receive a 1st notice of violation requesting plans to be furnished to the Architectural Committee for approval. Any modifications installed without the prior approval of the Committee and/or Board of Directors may need to be removed at the current (at the time of disclosure) unit owner's expense
2. City of Pleasanton and Alameda County Building Permits: City of Pleasanton and Alameda County Building permits shall not waive the necessity of Committee and Board approval of modifications or additions to units. Committee and/or Board approval shall not be construed as satisfaction of City of Pleasanton and County of Alameda Building codes. The Committee shall not knowingly approve a project that violates city building or zoning codes, as the primary interest of the Committee and Board is aesthetics, maintenance costs, safety concerns, and other liabilities. (Note: Building Permits will not be issued unless Architectural Committee first sends a "Notice of Acceptance" to the City of Pleasanton)
3. Responsibility: Any damage caused by any modifications by the homeowner, whether approved by the Board or not, is the responsibility of the current homeowner to repair. Any damage caused by a homeowner's neglect is also the responsibility of the current homeowner to repair.



Modification Approval: Approval shall not be unreasonably withheld and the following criteria, but not limited to, will be used as a basis for approval of all modifications to the interior and exterior of the units:

- I. Meets all City and County building codes
- II. Effects of noise
- III. Fire hazard
- IV. Aesthetic value (blending with the general theme of the complex)
- V. Dirt and/or grease
- VI. Blocking another Homeowner's view(s)

Patio Areas

Structural modifications to the patio area including but not limited to concrete patios, wooden decks need to be approved by the Committee prior to installation. These items also need to meet the County of Alameda Building Codes.

4. Committee approval shall not be required for commonly recognized patio and deck furnishings, such as chairs, table, portable BBQ's and plants. Patios are intended to be decorated in a style that will enhance the appearance of the buildings and grounds. The Committee reserves the right to request the homeowner to modify or remove items not in compliance.
5. Plant Containers/Window Boxes: (See General Rules, item 6). Any damage to the exterior of a unit due to the container, whether approved or not, is the responsibility of the homeowner. The homeowner must repair the damage or be charged for the cost of the repair approved by the Board

Burglar Alarms

All maintenance to an exterior alarm box shall be done by the Homeowner and his/her agent, to include but not limited to painting. No advertising of the burglar alarm company shall be affixed to the exterior of the units. Small window stickers warning of the presence of an alarm shall be allowed in the windows.

Exterior Doors and Windows

All doors, windows, and window screens, except for skylights, are the responsibility of the Homeowner to replace or repair. Any replacement or repair must be a duplicate of the original item unless approved by the Architecture Committee and/or Board



Affixing Objects to the Exteriors of Buildings

No Object shall be affixed to the exterior surface of any buildings including screen doors without written approval from the Architectural Committee and/or Board. All repairs, maintenance, and damage caused by the objects, even if approved by the Board shall be done by the Homeowner

Common Area Landscape

No objects shall be placed in the common area around the units without the Landscape Committee's approval. Examples include but are not limited to: Flower pots, sundials, windmills, carts, trellises, pink flamingos, and statuary.

6. Plants such as, to include but not limited to, trees, vegetables, flowers, or shrubs, are not to be planted in the common area without the prior approval of the Landscape Committee and/or Board

Seasonal Decorations

Seasonal decorations may be put up no earlier than 30 days before the holiday and must be removed 15 days after the holiday. Nothing is allowed on the roof. All damage is the responsibility of the Homeowner. The Board reserves the right to request the homeowner to remove or modify any decoration.

Signs

Only one (1) exterior "For Sale" or "For Rent" sign per unit shall be allowed provided it does not exceed three (3) square feet in size.

7. Only one (1) interior "For Sale" or "For Rent" sign per unit shall be allowed to be placed in a window provided it does not exceed one (1) square foot in size.
8. Exterior signs must be mounted on a separate post, placed in the dirt, which has a maximum size of two (2) inches by two (2) inches. Signs placed along Bernal Avenue must not be placed in the landscaped/flower areas and must be arranged so as not to block the community name sign. Signs violating this rule will be promptly removed.
9. Signs shall not be attached to any outside area of a unit whether temporary or permanent.

General

All toxic chemicals and waste (such as motor oil, anti-freeze, paint and paint thinners) should be disposed of properly and NOT poured down any storm drains and/or gutters.



MAINTENANCE POLICY

The Association's Board of Directors has adopted this Maintenance Policy to assist both the Board and the Association Members to understand and fulfill their respective maintenance, repair and replacement duties. These responsibilities are found in the Sunrise Villa I Association Declaration of Covenants, Conditions, and Restrictions ("CC&R's) recorded in Alameda County.

Following is an itemized chart which (1) lists a number of major Common Area and Townhome components; (2) identifies which entity (i.e., Association or Owners) is responsible for the maintenance, repair and replacement of each listed item; and (3) provides a CC&R or other authoritative reference upon which the allocation of responsibility is based.

"Maintenance, repair and replacement" is hereafter collectively referred to as "maintenance."

This Policy does not constitute a comprehensive list of all maintenance responsibilities for either the Association or the Owners. For a more detailed description and understanding of the Association's and Owners' respective maintenance responsibilities, please refer to the Association's CC&R's. The Board has the authority to amend this Policy and to adopt further Policies and Rules concerning maintenance. All questions regarding this Policy should be directed to your Board of Directors or to the Association's management company.



ITEM	RESPONSIBILITY	CC&R REFERENCE
Air Conditioners	Homeowner	Article V Section 5.3
Appliances (e.g. kitchen and laundry)	Homeowner	Article V Section 5.3
Attics	Homeowner	Article V Section 5.3
Decks	Homeowner	Article V Section 5.3
Doors, Door Frames (Exterior painting)	Association	Article V Section 5.3.1
Doors, Door Frames (Exterior) (except painting)	Homeowner	Article V Section 5.3.1
Doors, Door Frames (Interior)	Homeowner	Article V Section 5.3
Driveways	Association	Article V Section 5.3
Electrical Wires and Fixtures	Homeowner	Article V Section 5.3
Common area Lighting	Association	Article V Section 5.3.3
Exterior Building Lights	Homeowner	Article V Section 5.3.3
Patio Enclosures	Homeowner	Article V Section 5.6
Finished Surfaces Inside Units (e.g., Tile, wallpaper, paint, linoleum)	Homeowner	Article V Section 5.3
Furnace	Homeowner	Article V Section 5.3
Carports	Association	Article V Section 5.3
Interior damages due to roof leaks	Homeowner	Article V Section 5.3
Landscaping (Common Area)	Association	Article V Section 5.7
Landscaping (Patios and Decks)	Homeowner	Article V Section 5.7
Parking Spaces	Association	Article V Section 5.1
Patios	Homeowner	Article V Section 5.3
Plumbing Pipes and Fixtures	Homeowner	Article V Section 5.3
Private Streets	Association	Article V Section 5.3
Roofs, Gutters, Down Spouts	Association	Article V Section 5.3.1
Building Stucco & Paint	Association	Article V Section 5.3.1
Skylights	Association	Article V Section 5.3.1
Stairways Outside	Association	Article V Section 5.3.1
Storage closet doors	Homeowner	Article V Section 5.3.1
Structural & Pest problems (ie.dryrot & termites)	Homeowner	Article V Section 5.3
Walkways	Association	Article V Section 5.3.1
Window Screens	Homeowner	Article V Section 5.3
Windows (Frames)	Homeowner	Article V Section 5.3
Windows (Glass)	Homeowner	Article V Section 5.3



VIOLATION PROCEDURES

I. Violation Process

1. Action Prior to Formal Resolution Process: Any member or agent of the Association has the authority to verbally request to the Board or the management that a Homeowner or resident cease or correct any act or omission which appears to be in violation of the CC&R's and/or Association rules.
2. Written Complaint: An official complaint is generated by writing (email acceptable) to the Association's Management Company any time a violation is observed. The Management Company will send a letter listing the violation and the required correction to the accused individual(s) and appropriate Homeowner if an absentee owner. The Homeowner has thirty (30) days to respond or correct the violation.
3. Notice of Hearing: If within fifteen (15) days of receipt of a "First" offense written complaint, the accused individual notifies the management they would like to appeal the issue, a hearing date and time will be chosen. A Notice of Hearing, with a specific date and time, will automatically be attached to a "Second" or higher offense written complaint. Hearing notices will be sent by mail at least fifteen (15) days prior to the scheduled hearing date.
4. Notice of Fines: A notice of fines will accompany the written complaint identifying the amount of the fine whenever the violation meets the conditions of the Fine Structure shown in section II.
5. Decision of Hearing: After hearing all testimony and reviewing appropriate documentary evidence, the Board of Directors will discuss the issue and vote on the matter, with the majority vote controlling. A summary of Decision, excluding names of persons involved and addressing only the issue, shall be included in the minutes. In addition, a written statement stating the Board's decision, will be mailed to the accused within ten (10) days of the Hearing with disciplinary action.
6. Correction of Violation by the Association: Failure of the Homeowner to correct a violation within ninety (90) days of the original written notice of complaint or file a notice to appeal with the Board of Directors, can result in the Association making the necessary corrections to the unit. In this case the Homeowner will be assessed for all costs incurred by the Association in enforcing these Rules and Regulations.



II. Fine Structure

1. First Offense – Warning
2. Second Offense or failure to correct violation within 30 days - \$50 fine
3. Third Offense or failure to correct violation within 60 days - \$100 fine
4. Fourth Offense: cost of correcting neglected violation both time and materials, if required, at the owner's expense and Each Additional Offense - \$100 more than the previous fine imposed.
5. Offenses for separate rules will each start at the warning stage.

III. Collection

1. Enforcement: The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration (CC&R's) and the Bylaws, and in such action shall be entitled to recover reasonable attorneys' fees as are ordered by the Court.



POOL / SPA RULES

- 1- Homeowners, tenants, and guests must heed the warning signs posted in the pool area and comply with all related safety rules. Use of the pool area is limited to residents and their guests.
- 2- The Association Board members and the members of the Association accept no responsibility or liability for loss, injury or accident that occurs in the pool area.
- 3- There is no lifeguard in the pool area. Owners, tenants, and their guests who use the pool area do so at their own risk.
- 4- The pool area is restricted to use between 7:00 AM to 10:00 PM daily.
- 5- Guests who use the pool area must be accompanied at all times by a resident.
- 6- The maximum number of guest per unit is 4 at any one time.
- 7- Children under 14 years of age MUST be accompanied by an adult resident, 18 years of age or older.
- 8- For health and safety reasons children under the age of 14 are not allowed to use the spa.
- 9- No running, pushing, diving, jumping or horseplay of any kind is permitted in the pool area.
- 10- Pool safety equipment is for emergency use only.
- 11- Inflatable balls, toys, and other similar objects are not allowed in the pool area at any time except inflatable safety swimming aids (floaties or vests) or individual exercise tools.
- 12- Bicycles, tricycles, skateboards, scooters, etc. are not allowed in the pool area at any time.
- 13- Appropriate swimming attire must be worn in the pool area at all times. No cutoffs, jeans, underwear etc...
- 14- No pets are permitted in the pool area except Seeing Eye dogs or helping companions for the physically impaired.
- 15- No alcoholic beverages are allowed at anytime.
- 16- No glass or other "shatterable" containers are allowed in the pool area.
- 17- All trash in the pool area must be picked up and deposited in the trash receptacles or taken back to the residents' unit for disposal.
- 18- Radios and other sound equipment without the use of headphones are not allowed in the pool area.
- 19- The pool area cannot be reserved for private parties (except with the prior written approval of the BOD).
- 20- The Board of Directors and/or its appointed representatives reserve the right to expel any person or persons in the pool area whose behavior prevents any other residents from the quiet enjoyment of the common area.
- 21- When leaving the pool area, residents and their guests must ensure the gate(s) are firmly closed.