

**SUNNYSIDE ESTATES
HOMEOWNERS ASSOCIATION
RULES & REGULATIONS**

These Policies, Procedures and Restrictions governing Sunnyside Estates have been developed to inform all homeowners, tenants, and guests of their responsibilities to the community and to each other as residents of Sunnyside Estates.

Owners, residents, their family members, and their guests are responsible for abiding by all of the Association's governing documents, including, but not limited to, these Rules and Regulations, CC&Rs, Bylaws, and any rules adopted from time to time by the Association's Board of Directors. Keeping Sunnyside Estates an orderly community requires that each of us does his/her part by example to assure it.

The policies, procedures and restrictions outlined in this document have been approved and adopted by resolution of the Sunnyside Estates Association Board of Directors all in accordance with the Conditions, Covenants and Restrictions (CC&Rs) of Sunnyside Estates. The Homeowner Association Board of Directors may revise any policy, procedure, and restriction to meet changing needs of the community.

1. GENERAL CONDUCT REQUIREMENTS

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

1.1.1 PERSONAL BEHAVIOR. At no time shall any person behave in a riotous, offensive, threatening manner or display indecent conduct or language, or display abusive or threatening actions.

1.1.2 DAMAGE. Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of family members or persons residing in or visiting his/her Residential Property and any damage to the Common Areas, personal property of the Association or property of another Owner, caused by such persons or other family members shall be repaired at the sole expense of the Owner of the Residential Lot where such family members or persons are residing or visiting.

ILLEGAL ACTIVITY. Owners and the Owner's family, guests, employees, tenants and invitees shall not engage in any illegal, noxious or offensive activity or engage in any act which unreasonably threatens the health, safety and welfare of other residents of the community. Each owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a Dwelling unit.

1.2 PROTECTION SYSTEMS No Owner, owners family, guests, employees, tenants and invitees shall disconnect, damage, tamper with or otherwise modify any protection system, including, but not limited to fire sprinklers, fire alarms, fuse boxes, entrance and exit gate systems, traffic cones, speed limit and safety signs.

2. NUISANCES.

2.1 GENERAL

2.1.1 NOISE CONTROLS. No horns, whistles, bells or other sound devices, except as part of security devices used exclusively to protect the security of a Dwelling Unit and its contents, shall be placed or used on any Residential Lot or such Dwelling Unit. Noisy or smoky vehicles, large power equipment and large power tools, off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Property, and objects which create or emit loud noises or noxious odors shall not be located, used or operated on any portion of the Property. The Board of Directors of the Association shall have the right to determine if any noise odor, or activity producing such noise or odor constitutes a nuisance.

2.1.1.a No disturbing, excessive noise from music instruments, loud speakers, sound amplifiers or similar devices may be audible for a distance more than 50 feet from the point of source (Dwelling Unit, vehicle or common area). (Indio City Ordinance 1267 95C.04A2a)

2.1.1.b No animal should be allowed to emit any excessive noise which is disturbing or offensive including, but not limited to, loud persistent or habitual dog barking, howling, or yelping. (Indio City Ordinance 1267 95C.04 C1)

2.1.2 FIREARMS. No person shall carry or discharge any firearm, air gun, slingshot, paintball gun or other device designed or intended to discharge or capable of discharging any dangerous missile; the exception being that those persons lawfully licensed to carry a concealed weapon may carry such a weapon.

2.1.3 FIREWORKS. Only those considered to be safe and sane, including but not limited to, firecrackers, rockets and torpedoes, and in compliance with City of Indio Ordinances are allowed and are limited to use only on the 4th of July.

2.1.4 FIRES. No fires are permitted other than in barbecues and/or free-standing commercial receptacles designed for patio use and pleasure. These devices are limited to backyard use only and are not to be visible to any street or common area.

2.1.5 WORK HOURS. Any work (landscaping or construction) that has been approved by the Architectural Review Committee (ARC), cannot begin before 7:00 am and

must end by 5:30 pm. No exceptions. It is the Homeowner's responsibility to inform foremen of this rule.

2.1.6 HAZARDOUS MATERIALS. No persons may store any flammable, toxic or hazardous materials within any part of their unit or common area, with the exception of small amounts, placed in proper containers, for household use.

2.1.7 SOLICITING. No soliciting is allowed within the community with the exception of school fund-raisers solicited by resident children only.

2.1.8 RECREATIONAL EQUIPMENT

2.1.8.a Model airplane flying, archery and hitting of golf balls (other than on the putting green provided) are specifically prohibited.

2.1.8.b Basketball hoops, tether balls, ramps, swing sets, etc. are not allowed in front or side yards or in the common areas or streets or visible from the common areas or streets. Bicycles, tricycles, wagons, toys of any type must be stored in backyards or garages and must not be visible when not in use.

2.1.8.c Electric or gas powered skateboards, go-carts, motorized scooters and other items not registered with the Department of Motor Vehicles are prohibited inside the community with the exception of wheelchairs and security or management vehicles when conducting official business.

2.1.8.d All persons must wear protective helmets while riding bicycles, skates, skateboards, scooters, etc. inside the community in accordance with California State Law.

2.1.8.e Skateboards, roller skates, roller blades, bicycles, golf carts and other wheeled vehicles are not allowed on Clubhouse Common Area lawns, sidewalks, tennis court, or around the community swimming pool. Maintenance and security vehicles as well as vehicles used by handicapped persons are exempt from this policy.

2.2 ANIMAL RESTRICTIONS

2.2.1 Each Homeowner shall be limited to two animals per household. This includes either dogs or cats. No other animals are allowed. There shall be no raising or breeding or keeping pets except as permitted by the Homeowners Board of Directors. No aggressive pets will be tolerated.

2.2.2 All animals must have proper inoculations in compliance with City and County Ordinances.

2.2.3 All dogs must be licensed by the City of Indio and the license tag worn at all times.

2.2.4 All pet owners are encouraged to register their pets with Sunnyside Management with a photo attached for identification purposes.

2.2.5 Unleashed pets are not allowed anywhere in the community except within fenced yards and inside houses in accordance with City of Indio ordinances. Pets are not allowed in the pool or spa areas, at the tennis or basketball court areas at any time.

2.2.6 Owners must clean up after their pets. Dog houses and dog runs are not to be seen from the street or common areas.

2.2.6.a Pet owners walking leashed dogs are responsible for picking up pet droppings immediately from all common areas as well as from any residential lot.

2.2.7 Pets shall not make excessive noise that interferes with the peace of neighbors.

2.2.8 Cat owners should be aware that their animals shall not be allowed to become a nuisance to neighbors.

2.2.9 It is highly encouraged that all pets be neutered or spayed.

2.3 OUTSIDE INSTALLATIONS

2.3.1 COMMERCIAL SIGNS

2.3.1.a "HOUSE for SALE" SIGNS. Only one (1) "For Sale" sign will be permitted only on the Residential Lot advertised. The sign is to be no more than 18"x30". Real Estate agents or Homeowner seller shall get approval from management before placing signs.

2.3.1.b "OPEN HOUSE" SIGNS. Only one (1) "Open House" sign may be posted at the outside Madison Street entrance gate, and one (1) "Open House" sign may be posted in front of the house that is having the Open House. "Open House" signs may not exceed 10"x12" and may not have balloons or other attachments. Real Estate agents must get approval from management before arranging Open House and placing signs.

2.3.1.c "FOR RENT" SIGNS. Only one (1) "For Rent" sign may be posted only on the Residential Lot advertised. The sign is to be no more than 10"x12". Homeowner or Agents shall get approval from management before placing signs.

2.3.1. e GARAGE SALE and SIGNS. No garage sales or garage sale posters and signs are permitted except as a community approved activity.

2.3.1. d No signs or any literature may be posted on mail boxes. Personal signs or notices are allowed only on cork board display near the mail boxes. No signs, posters, billboards or other advertising devices of any kind can be erected or displayed on any Residential Lot except as allowed by sections 712 and 713 of the California Civil Code and/or with ARC approval. "Beware of Dog" signs are allowed, but be reminded that no aggressive animals are allowed within the community.

2.3.2 FLAGS AND FLAG POLES. Flag pole holders should be attached to the exterior wall or fascia board of a dwelling or garage and match the color of the dwelling or garage. Seasonal banners and flags are not to exceed 15 sq.ft. in size. Seasonal banners or flags must be in good taste, in good condition and may not advertise any commercial product or entity. Stand-alone flag poles must be approved by the Architectural Review Committee (ARC) and are limited to twenty (20) feet in height and must be imbedded in concrete 18" deep and 12" diameter. Halyards must be secured to create no noise in the wind.

2.3.3 DECORATIONS. The *only* house and yard decorations permitted are temporary Holiday decorations consisting of lights and appropriate cutout figures, which should be in good taste. Such decorations may be displayed from the day after Thanksgiving to January 15. For other recognized holiday seasons, decorations may be displayed from two weeks prior to the holiday to one week after the holiday.

2.3.4 EXTERIOR LIGHTS. Other than front entry lights, back patio lights, and security lights, spot lights are permitted in front of the house so long as they do not shine in the street or neighbor's house. Landscape lights are permitted when shining directly up to highlight a tree. Exterior wiring for front yard lighting needs ARC approval and is to be buried.

2.3.5 ANTENNAS AND SATELLITE DISHES. Except as otherwise permitted by federal or state law precluding enforcement of this use restriction, no radio or TV antenna, satellite dish or apparatus for transmitting or receiving may be visible from the street or common area. Satellite dishes are to be no more than eighteen (18") inches in diameter. Management approval is required for installation of antennas and satellite dishes.

2.3.6 AIR CONDITIONERS AND MECHANICAL EQUIPMENT. All new installations of mechanical equipment, including but not limited to HVAC systems, pool equipment, spa equipment, and/or evaporative coolers shall be installed in such a manner that any portion of the equipment as well as any duct work shall be screened as to not be visible from any lot, the street side(s) of the Dwelling Unit or from any portion of the common area. Air conditioning units must be on a cement slab. No roof top AC or evaporative coolers. Low profile roof vents are allowed and must be painted to compliment the roof of the Dwelling. All new cooling device installations must conform to local code and require ARC approval.

2.4 TRASH. No Homeowner may keep or permit any rubbish, trash or garbage or other waste material upon any Residential Lot or Common Area, except in sanitary containers provided by the City of Indio Waste Management and located in appropriate areas screened and concealed from view. No odor shall be permitted to arise therefrom so as to render the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash containers shall be exposed to the view of neighboring Residential Lots only when set out for a reasonable period of time, no sooner than the afternoon of the day before pickup and put away the night of pickup. All rubbish and trash shall be regularly removed from the residential lot and not be allowed to accumulate anywhere within the community.

3. COMMON AREAS. Common Area means, except for all residential lots, the entire Sunnyside property including streets, walkways, open parking areas, landscape areas, clubhouse, pool, tennis courts and infrastructure, all of which is supported by HOA fees.

3.1 GATE ACCESS AND RESPONSIBILITIES OF RESIDENTS. Each resident must have a remote (clicker) and a windshield sticker to enter the property. Homeowners entering without a remote must come through the visitor's lane.

3.1.1 STICKERS AND CLICKERS.

3.1.1.a All homeowners must have current windshield stickers on their vehicles for quick identification by gate security and security patrols. If a vehicle is sold or disposed of, the sticker must be removed. Windshield stickers and vehicle information must be renewed and/or updated yearly.

3.1.1.b All homeowners must have a remote (clicker) and should have one for each vehicle. Remotes must be transferred from seller to buyer through escrow. Renters must get remotes from the Homeowner. Additional remotes as well as windshield ID stickers are available for purchase at the management office. Renters may buy remotes with proper identifying documentation such as Driver's License, Utility Bill, Lease Agreement and/or Vehicle Insurance Card. There is no warranty on remotes.

3.1.2 VISITORS. There are two categories of visitor, Permanent and Temporary. In addition, the access of Vendors, Tenants, Realtors and the access of the public to Open Houses is separately regulated. Entrance is monitored and controlled by personnel under contract by the Association. Dated passes are issued to visitors at the gate.

3.1.2.a PERMANENT VISITORS. Permanent Visitors are those who have the permission of the Homeowner to visit the Homeowner's unit at any time, whether or not the Homeowner is in residence. A Permanent Visitor is, typically, a family member or close friend. Because the status of the Permanent Visitor is rather broad, Homeowners must provide the Management, in writing, details of any Permanent Visitor, including first and last names, telephone numbers and any comments. Homeowners are cautioned that Permanent Visitors are deemed to have the authority of the Homeowner to admit Temporary Visitors, and are advised to limit the status of Permanent Visitor to persons they trust implicitly. Permanent Visitors remain authorized to enter until such a time as the management or association is notified to the contrary.

3.1.2.b TEMPORARY VISITORS. Temporary Visitors are those having a limited permitted duration of stay. Details of Temporary Visitor are to be called in to the Gate House. Details are to include your name, last and first name of the Temporary Visitor, expected arrival date and time, and the limit date of the stay and any comment. Temporary visitors can only be authorized by Homeowners, Designated Tenants, or Permanent Visitors to the unit in question. Other Persons may not authorize entrance without specific written approval the Homeowner or Designated Tenant.

3.1.2. c SERVICE PERSONNEL. Service Personnel such as plumbers and electricians who are called in only occasionally to take care of one-time problems, furniture deliveries, pizza deliveries, etc. will be monitored as Temporary Visitors and must be authorized by Homeowner or Tenant by calling the Gate House Guard with details of the visit.

3.1.2.d VENDORS (Homeowner and Association). Homeowner Vendors are those entities, such as gardeners, caretakers, or cleaning people employed by Homeowners to service their units on an ongoing (not temporary) basis. If a Homeowner Vendor exceeds five (5) entries into the community per month, they will be required to purchase a remote which will be programmed for the appropriate hours of activation based upon existing commercial and service vehicle access rules for the City of Indio and/or these rules, whichever is more restrictive.

3.1.2.e TENANTS. Tenants must present a copy of their rental agreements to the Association Management office. Tenants will have the same privileges as the Homeowner in authorizing the admission of Permanent and Temporary Visitors and Vendors. Tenants who are not registered may be denied entrance.

3.1.2.f REALTORS. Real estate agents will be admitted only upon presentation of their Department of Real Estate wallet identification.

3.1.2.g OPEN HOUSE SALES. If a real estate agent intends to hold an Open House, he/she must notify the management office, giving the agent's name, listing office name, property address and the hours of the Open House. Management will notify Gate Security. Members of the public interested in property at Sunnyside Estates will only be granted access in order to view those Open Houses of which the Association has received due notification.

3.1.3 DAMAGE. The cost of repair or replacement because of damage to gates or control arms by Homeowners, their guests or invitees will be the responsibility of that Homeowner, who will receive a reimbursement assessment and/or a compliance assessment subject to the Governing Documents.

3.2 CLUB HOUSE RENTAL. The Club House is for the pleasure of residents and their immediate families and guests wishing to participate in scheduled events. Club House rental is available for Homeowners who wish to entertain a group of up to 100 guests and may be arranged through the Management Office.

3.2.1 ELIGIBILITY. Homeowners not current with dues and fines may not rent Club House facilities until they become current. Tenants are not eligible for Club House rental, however, the Homeowner may arrange rental on a tenants behalf, provided the Homeowner is present at the event and agrees to assume all responsibility for guests. Adult chaperones are required for all activities conducted for minor residents or guests.

3.2.2 INSURANCE. Host/Homeowner must submit proof of General Liability Insurance in the amount of \$300,000 in order to reserve the Club House for a private event.

3.2.3 EQUIPMENT. Barbecues, cooking equipment and supplies are exclusively for Sunnyside Community events. The fire place is restricted to community functions.

3.2.4 ADJOINING FACILITIES. Club House rental does not include use of the swimming pool, spa or tennis courts. Permission should be asked for use of the gazebo area for small parties, but the area is not reservable, nor can it be exclusive. No swimming parties are allowed.

3.2.5 DAMAGE. Damage to any Common Area or Common Area equipment is the responsibility of the Homeowner whether caused by the Homeowner, his/her family, guest, lessee, pet, vendor, contractor or agent.

3.3 RULES FOR POOL USE. Pool use is limited to Homeowners, tenants, family and friends only and is restricted to a maximum of six (6) persons per residence. No outside group of any size may use the pool. Club House rental does not include Pool use. Pool may be used only during posted hours.

3.3.1 All persons using the pool do so at their own risk The Sunnyside Estates Homeowners Association (HOA) and management are not responsible for any injuries or accidents.

3.3.2 Children under the age of fourteen (14) years of age must be supervised by a responsible adult at all times when in the gated pool and spa area.

3.3.3 Only Homeowners or Designated Tenants can authorize guests to use the pool or spa facilities.

3.3.4 Proper bathing attire is required at all times in the pool and spa. No street clothes are allowed in the pool or spa. No nudity.

3.3.5 California State law requires the pool gate must be closed and locked at all times. The pool gate cannot be propped open at any time.

3.3.6 Diving, running or jumping are prohibited in the pool area. No horseplay.

3.3.7 No pets, glass, or alcoholic beverages, or food are permitted in the pool area.

3.3.8 No skateboards, skates, roller blades, scooters, or bicycles are allowed in the pool area. Pool toys are allowed if they do not interfere with the enjoyment of other current pool users. The Life Saving equipment is not to be used as a pool toy.

3.3.9 Disturbing, loud or unnecessary noises and profanity are prohibited at all times. Radios and stereos are permitted in the areas around the pool only if used with earphones. Please be considerate of others.

3.3.10 No loitering in the Pool area. Anyone in the pool area should be either intending to use the pool or spa or there for the purpose of supervising pool users.

3.3.11 All trash or refuse is to be placed in receptacles provided.

3.3.12 Pool users are to shower, using the pool shower, prior to entering the pool or spa to remove body oils, lotions and perfumes. Soaps or shampoos are prohibited in the pool shower, pool, children's wading pool, or spa.

3.3.13 Incontinent individuals must wear protective swim wear in the pool or spa. Diapers are not protective swim wear. Plastic pants or similarly designed swim/pool wear are acceptable.

3.3.14 No person shall use the pool or spa that has an infectious condition that could be transmitted.

3.3.15 Pool furniture cannot be reserved.

3.3.16 Only authorized association personnel can adjust equipment and controls.

3.3.17 DAMAGE. Anyone caught climbing the pool fence to gain pool access, or persons caught intentionally or willfully damaging the HOA pool furniture or equipment to include tables, chairs, lounges, showers, bathrooms, fence, tile, sprinklers, etc., will result in full reimbursement for damages and/or fines assessed against the Homeowner.

3.3.18 FAILURE TO COMPLY WITH RULES. Failure to abide by the rules set forth for pool and spa use will result in a fine against the Homeowner and may also result in the loss of pool privileges. Homeowners who are not current with dues and assessments will be denied pool use.

3.4 TENNIS COURT RULES. Homeowners may apply for and obtain tennis court keys at the Management office for a nominal fee. Policies applicable to the tennis court are as follows:

3.4.1 Play is limited to 1 hour when other players are waiting.

3.4.2 Tennis shoes must be worn at all times. Shoes should have white or non-marking soles. Proper tennis attire is strongly encouraged.

3.4.3 Food, glass, and pets are not permitted on the court.

3.4.4 Gate must be locked when leaving the court.

3.5 BASKETBALL COURT. The basketball court is to be used for basketball only. No pets, glass or food are allowed on the basketball court. Bicycles, skateboards and similar devices must be left outside the gate. Common courtesies are encouraged.

PARKING AND VEHICLE RESTRICTIONS. While Sunnyside Estates is a private sub-division, California vehicle laws apply to the community. Motorized vehicles, including golf carts and mopeds, may only be operated on the streets or on the property by a person having a valid vehicle operator's license. California law does not allow anyone without a valid driver's license to operate a golf cart. All vehicles, including bicycles, scooters, and motorcycles, may only be operated on roadways and in parking lots. Driving or parking is specifically prohibited on pedestrian paths, sidewalks, landscaped areas, construction areas and in any other area that would constitute a safety hazard or interfere with the use of or access to Community Association facilities. Community Association vehicles, security vehicles or emergency vehicles are exempt from this statement. Any and all persons operating and/or parking a motor vehicle in the community are required to comply with these Traffic and Parking Regulations as well as the California Vehicle Code.

4.A Resident and Homeowner "Vehicle Information Forms" must be kept up-to-date and/or renewed yearly at the Management Office.

4.1 VEHICLE GENERAL RULES. No unlicensed motor vehicle shall be operated or maintained within the community. Any stored vehicle must be in an enclosed garage. This includes operational and/or nonoperational vehicles.

4.1.1 MOTOR HOMES, Motor homes, recreational vehicles, trailers, boats, trucks or similar vehicles are not allowed to be parked in driveways or on the streets except for a four (4) hour time period while loading, unloading or washing and only in front of Homeowners unit and not in front of any other residential lot. Such recreation vehicles must be kept within an enclosed garage or at the RV Storage Area. Subject to approval by the Board, camper trucks or similar vehicles up to and including a one ton capacity, which are not commercial vehicles, may be parked on a Residential Lot only if used for daily transportation by a resident.

4.1.2 COMMERCIAL TYPE VEHICLES. Commercial Vehicles and work trailers, of any size or sort, which display signs, logos or other commercial markings, or vehicles over 3/4 ton capacity, must be parked within the occupant's garage or you may rent a commercial parking space from the association for a monthly fee.

4.1.3 REPAIRS. No conventional passenger vehicle, recreational vehicle or equipment or commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, abandoned, disabled, serviced or repainted within the community. Washing and polishing of personal vehicles is allowed.

4.1.4. OIL LEAKS. Any vehicle that leaks oil or any other fluid must be parked in the garage.

4.1.5 NOISE. There shall be no loud noises or noxious odors from motor vehicles, including motorcycles, off-road vehicles, conventional passenger vehicle or commercial vehicles which may unreasonably interfere with the quiet enjoyment of the community.

4.1.6 The display of "For Sale" signs on vehicles is prohibited.

4.1.7 VIOLATIONS. When deemed necessary for repeat violations, vehicles creating a safety hazard and/or vehicles violating the Vehicle Code or HOA Rules and Regulations, the Board of Director' s has approved the towing of unauthorized, violating or illegally parked vehicles at the owner's expense.

4.2. TRAFFIC CONTROLS.

4.2.1. SPEED LIMIT. The speed limit within the community is 15 miles per hour.

4.2.2. STOP SIGNS. All vehicles must come to a complete stop at all posted "Stop " signs within the community.

4.2.3. FIRE LANES. All curbs painted red are considered to be fire lanes and any vehicle parked in fire lanes will be towed or ticketed at the owner's expense.

4.2.4. STREET SWEEPING. There is no parking allowed on any street during contracted street sweeping days between 8am-12pm. Please contact the management office for street sweeping days. Any vehicle parked on the street during this time period will be towed at the owner's expense. (Indio City Code)

4.2.5. STREET PARKING. All parking on streets must be with the flow of traffic in accordance with the local laws. No parking is permitted which may obstruct free flow of traffic, i.e., no double parking, no large vehicles, trailers, etc.

4.3 PARKING IN GENERAL. Parking stickers are issued by the Management Office. The Sticker must be displayed in the lower left (driver's side) corner of the front windshield. Guest permits are also provided by the Management Office and guest passes are issued by Gate Security. Failure to have such Sticker or Permit displayed on the vehicle may result in towing at the expense of the owner of said vehicle.

4.3.1 Parking in guest area parking is limited to 72 consecutive hours.

4.3.2 Parking in the mailbox area is limited to 10 minutes only. This is for pickup and drop off of mail only. No overnight parking in mailbox area is allowed.

4.3.3 No vehicle is permitted to park on any private driveway that is not the Homeowner or Tenant's own driveway. Do not block neighbor's driveways.

4.3.4 Parking is prohibited in any grass or gravel area. The City of Indio's Municipal Code expressly prohibits parking on any area that is not a "designated off-street parking area" (defined as driveways or parkways). The City ordinance specifically states that parking vehicles in front yards and side yards is a nuisance.

4.3.5 Vehicles of all Owners, their guests and invitees should be kept in garages and residential driveways of the Unit whenever possible.

4.3.6 All units must have off-street parking for two (2) vehicles.

4.3.7 Vehicles parked in driveways must not protrude beyond curbs or over sidewalks. (Indio Municipal Code)

4.4 GARAGES.

4.4.1 GARAGE DOORS. Open garage doors do nothing to enhance the overall appearance of the community. Garage doors shall be kept closed to avoid theft or invasion of property except when continued access is required while work is being performed. Garage doors may be left open for ventilation purposes to a maximum of six (6) inches.

4.4.2 PURPOSES. Garages shall be used for storage and parking purposes only, and shall not be converted for living or recreational purposes. (City of Indio Code)

4.4.2.a STORAGE. Garage storage should not preclude the ability to park two vehicles in the garage.

4. LOTS AND STRUCTURES. Each lot shall be used as a private residence and for no other purpose.

4.1 GENERAL. All property must be maintained in a neat, sanitary and attractive manner.

4.1.1 The house number must be attached to the forward most structure and clearly visible from the street.

4.1.2 No unsightly objects, such as clotheslines, toys, aluminum foil, or damaged window coverings shall be visible from the street or by neighbors.

4.2 WINDOW TREATMENTS. Each Owner shall install permanent draperies or other suitable window treatments in all exterior windows. In no event shall windows be covered in whole or in part with paper, newspaper, aluminum foil, cardboard or other materials not specifically intended for such purposes. Broken windows, window coverings, blinds and shades must be removed and replaced. Window tinting visible from the street or the common area must have ARC approval. Windows installed in garage walls, as well as exterior window coverings, must have ARC approval.

4.3 PAINTING. Painting of Dwellings and Garages must be in desert colors or compliment the style of the individual Dwelling and the homes in the neighborhood. House and Garage trim must compliment the color of the Dwelling as should awnings and shutters. House paint color guides are available from the Architectural Review Committee and color choices are subject to approval by ARC.

4.4 DOORS. A single exit door from the garage to the side yard or backyard must be behind the fence or wall and requires ARC approval prior to installation. Replacement of Exterior Front doors need approval from the Architectural Review Committee (ARC). Wrought Iron

gates or security screen doors are approved for front entry doors, however they must compliment the style and color of the Dwelling.

4.5 ROOFS. Dwelling units shall have one of the following types of roofing: a) composition roofing; b) fire retardant shake shingles, provided they are approved by the City of Indio and Riverside County Fire Department; c) fiberglass shingles; or d) simulated or clay tile. Metal vent pipes and roof stacks shall be painted to match roofs, and all roofing materials shall be of a color compatible with the siding and trim of the Dwelling unit. The color of all roofing shall be approved in writing by the Architectural Review Committee (ARC).

4.6 ADDITIONS. No exterior addition, change, or modification to any residence, and no construction alteration, removal, relocation, demolition, repainting, addition, modification, decoration, redecoration, or reconstruction of any improvement on the property shall be commenced until the plans and specifications therefore, showing the nature, kind, shape, height, width, color, materials and location of the same have been submitted to the Architectural Review Committee (ARC). The ARC shall review and approve or disapprove all plans submitted for proposed improvements, alterations or additions. Each Homeowner is responsible for obtaining permits and complying with city codes. Except for additions, all work must be completed in 30 days. Additions must be completed in 60 days. Extensions to complete a project may be granted in extreme hardship cases only. ARC committee will review and give final written approval on the completed project.

4.6.1 Driveway Extension. Extension of driveway must have architectural approval. Driveway extensions cannot exceed beyond the width of one's own garage. ** A case by case may apply.

4.7 PATIOS. Patios cannot extend from fence to fence and property lines and must be five (5') feet from property lines. Patio covers shall be painted to match the Dwelling. Ground level patios must have ARC approval. No owner may enclose and/or alter his/her Residential Lot's patio, courtyard or atrium without the prior written consent of the Board or the Architectural Review Committee. New patio and/or patio covers require permits from the City of Indio.

4.8 OTHER STRUCTURES.

4.8.1 TEMPORARY BUILDINGS. No outbuilding, basement, tent, shack, shed or other temporary building or improvement of any kind upon any portion of the property is allowed. No garage, trailer, camper, motor home or recreational vehicle shall be used as a residence on the property, either temporarily or permanently.

4.8.2 STORAGE COMPARTMENTS. Storage compartments constructed on residential lots must be approved by the ARC and shall not exceed 100 square feet or 10ft x 10 ft. No materials or items shall be stored in storage compartments or anywhere on the property that would create a fire or other hazard or which would tend to increase the cost of insurance on the property.

4.8.3 HANDICAP MODIFICATIONS. Modification or alterations of the exterior of any unit must have the prior written consent of ARC, including any modifications to facilitate handicapped access as provided by Section 1360 of the California Civil Code. Any approval of such handicapped access modification may be conditioned on removal, by the Owner at his/her expense, once the handicapped access is no longer necessary for the Unit.

4.8.4 DRIVEWAY CURB MODIFICATIONS. Driveway curb ramps are no longer allowed. Those installed previous to this ruling must be kept free and clear of debris and allow unobstructed flow of gutter water. If clogged ramps cannot or are not cleaned, they must be removed at the sole expense of the Owner.

4.9 WALLS, FENCES, OATES.

4.9.1 REPLACEMENT AND REPAIR. Fences and Walls must comply with City Codes where necessary, and new or replacement fences must be approved by the Architectural Review Committee (ARC). Block walls are highly encouraged rather than the replacement of deteriorated wood fences. All wood fences that are visible from the street and/or common areas are to be repaired as needed and must be painted white or a neutral color that will complement the dwelling. Interior (back and side) walls or fences cannot be higher than the exterior walls or fences that are visible from the street (usually five (5') feet.)

4.9.2 EASEMENTS. Any Fence running from the Dwelling to the curb and enclosing the front yard must be no higher than four (4') feet and requires an easement of five (5') feet from the curb. Owners should be aware that in the event that underground electric, TV, or gas utilities require excavation for repairs, the utility company is not required to replace these walls or fences and all repairs shall be at the expense of the Homeowner.

4.9.3 COMMON FENCES. Shared fences or walls between Dwellings require written approval of the both Homeowners and must state who is responsible for repairs.

4.9.4 WATERPROOFING. All walls must be waterproofed when soil is mounded against walls above the original grade as a landscaping feature. The same requirement applies when raised planters are constructed against walls.

4.9.5 WIRE FENCING. Chicken wire, landscape wire or other forms of wire fencing are not permitted if visible from the street or neighboring properties.

4.9.6 LIVING FENCES. There is a thirty inch (30") maximum height for hedges(living fences), defined as two (2) or more plants or bushes that have grown together or a vining plant growing on an individual wood or iron fence. Individual plants or bushes that have foliage separated by a minimum of two feet apart are not considered a living fence and can exceed the thirty inch (30") height requirement.

4.9.7 EMBELLISHMENTS. Wood lattice or iron or plastic lattice work on top of fences or walls is not allowed. Lattice work attached to patios is allowable.

4.9.8 GATES. Wrought iron and wrought iron security gates are approved, however, they must compliment the style and color of the fence and dwelling. Wood gates must be kept in good repair and painted white to match white wood fences or painted to compliment the color of the Dwelling if on a block wall. Gates must be kept closed.

4.10 DAMAGE OR LOSS. If all or any portion of any Lot or Dwelling Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Lot to rebuild or reconstruct the Lot and repair or replace the Dwelling Unit on such Lot in a manner which will restore such Lot and Dwelling Unit to its appearance and condition immediately prior to the casualty or as otherwise approved by the ARC. Reconstruction is to commence within three (3) Months after the damage occurs and be completed within nine (9) months after damage occurs unless prevented by causes beyond his reasonable control. If the Dwelling Unit damaged or destroyed is a modular unit, only new replacement units will be allowed to be put on any lot, and it must be no less than eight hundred (800) square feet in size .

5.10.1 INDIVIDUAL INSURANCE. An Owner should separately insure his/her real and personal property, and shall obtain and maintain personal liability and property damage liability insurance in the amount of no less than \$300,000 for his/her Dwelling Unit and Residential Lot. Each Owner is responsible for integrating his/her personal insurance with the Association's insurance to confirm that such Owner's property will be protected in the event of a loss. Homeowner must submit proof of general liability insurance in order to reserve the clubhouse for a private event.

5.10.2 WATER INTRUSION DAMAGE. Each Owner shall be solely responsible for the repair or replacement of any damage to any and all interior items of his or her Residential Lot and/or any improvements thereon (including, but not limited to, the Dwelling Unit and Garage), and the cost thereof caused by water intrusion from whatever source. An Owner may obtain and maintain such insurance at his or her sole expense to protect against damage and loss due to water intrusion.

5.11 HOME OCCUPATION. Owner or his/her tenant may operate a business within the Residential Lot provided it is specifically limited to the use of the residential lot through the means of telephone, telephone modem and reasonable mail and for no other purpose. Any activity conducted in compliance with Owner's home occupation shall not be visible from the exterior of the Residential Lot. Conduct of the home occupation shall require approval by both the City of Indio and the Association, approved by the Board of Directors, and shall comply with the rules set forth including:

5.11.1 All onsite employees shall be members of the resident family and shall reside on the premises.

5.11.2 No displays, inordinate delivery of mail or merchandise.

5.11.3 No advertising (including telephone book) which identifies the home occupation by address.

5.11.4 Pedestrian and vehicular traffic is limited to that normally associated with residential districts.

5.11.5 The home occupation shall not involve the use of commercial vehicles for the delivery of materials to or from the premises beyond those commercial vehicles normally associated with residential uses.

5.11.6 No more than 25% of living space or 250 square feet may be used for storage of materials and supplies related to the home occupation.

5.11.7 No outdoor storage of materials or equipment, nor shall merchandise be visible from outside the home.

5.11.8 The home occupation shall be confined within the main building of the Residential Lot. Garages shall not be used for home occupation. Garage storage shall not preclude the parking of two vehicles.

5.11.9 The appearance of the structure shall not be altered, no lighting, signs, sounds, noises, dust, odors, electrical interference or other hazards or nuisances.

5.11.10 If the home occupation is to be conducted on rental property, the property Owner's written authorization for the proposed use shall be obtained prior to the approval of the home occupation.

5.11.11 A home occupation approval may be revoked or modified by a majority vote of the Board if there are violations of any of the rules set forth more specifically in the CC&R's.

5.12 SALES AND LEASES GENERAL. Homeowners intending to list their Units for sale, rent or lease, must notify any sales agent or agency they engage to bring prospective buyers or lessees to the management office prior to opening escrow or signing leases or rental agreements, for the purpose of insuring that the prospective buyer or lessee fully understands the responsibilities and rules of the Homeowner's Association.

5.12.1 RENTALS AND LEASES. Homeowners who intend to Lease their Units must bring prospective lessee to the Management Office before signing the lease/rental agreement in order to understand the responsibilities of residing in an association regulated community and to receive a copy of the Rules and Regulations.

5.12.2 All leases must be in writing and must be for a period of 180 days (six months).

5.12.3 All leases must be for the entire Residential Lot and not merely parts thereof, unless the Owner remains in occupancy.

5.12.4 All leases shall be subject in all respects to the Governing Documents, and shall provide that failure to comply with the requirements of the Governing Documents shall constitute a default under the lease which may be cured by eviction of the tenant either by the Owner or the Association.

5.12.5 An Owner who leases his/her Residential Lot shall promptly notify Management in writing of the names of all tenants and members of a tenant's family and pets and furnish Management a copy of any lease or rental agreement. Homeowner must also designate a Tenant who may authorize visitors and guests. This Tenant is referred to as the Designated Tenant.

5.12.6 All Owners leasing their Residential Lot to a tenant shall promptly notify Management of the address and telephone number where such Owner can be reached.

5.12.7 All Homeowners who lend their homes to non-owners are required to give a copy of Association Rules and Regulations and require that they read and understand them.

5.13 TIMESHARE RESTRICTIONS. No Residential Lot and Dwelling shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time-sharing agreement, plan, program or arrangement, vacation plan or travel club. This is not to be construed to limit the personal use by any Owner, his social or family guests, or his tenants under leases.

SUNNYSIDE ESTATES RESIDENTIAL DESIGN GUIDELINES

INTRODUCTION

Sunnyside Estates is a community designed to respect the visual character of its site. In order to preserve and enhance these principles, these Design Guidelines are established, in part from the Restated CC&Rs, to maintain certain standards.

These Design Guidelines provide an overall framework and relevant criteria for construction and improvements of any nature and to establish a process for judicious review of owner-proposed new improvements and changes to existing improvements within the Community.

The Design Guidelines have been and may be amended from time to time by the Board of Directors as needed. The Design Guidelines are enforced by the Architectural Review Committee (ARC) established pursuant to Article 7.2 of the Restated CC&Rs as well as the Board of Directors.

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these Design Standards or the Restated CC&Rs, the government standards will prevail. To the extent that the local ordinance is less restrictive than these Design Standards or the Restated CC&Rs, the Design Standards and the Restated CC&Rs shall prevail.

HOMEOWNERS SHOULD THOROUGHLY REVIEW THESE DESIGN GUIDELINES. They should become familiar with the requirements associated with the architectural character, landscape requirements and other guidelines for the Community.

AS A GENERAL RULE, LOT OWNERS SHOULD ASSUME THAT IN ADDITION TO LANDSCAPING, ANY EXTERIOR ADDITION, ATTACHMENT, ALTERATION OR ENHANCEMENT TO BE MADE TO A RESIDENTIAL STRUCTURE OR PROPERTY MUST BE APPROVED BY THE ARC.

By way of example, but not necessarily all inclusive, the following require approval: Initial landscaping, relandscaping, structural additions or changes, patio cover or sunshade structure, installation of any swamp cooler or air conditioner visible from the street, fencing and walls, concrete areas to front yards, color approval for paint colors on house, trim or garage door, addition of any door or window to house or garage, roofing materials, window awnings or tints, installation of pools, spas, fountains or ponds, exterior front yard lighting, replacement of exterior front doors, screen doors, gates, rain gutters, trellises, statues or artifacts, flagpoles, and exterior light fixtures.

Pursuant to Section 7.1 of the Restated CC&Rs, prior written approval by the ARC shall be required of all additions or alterations to an existing lot or structure and no alteration of the established drainage or grading shall be made unless complete plans and specifications have been first submitted to and approved in writing by the ARC. ALL SUCH APPROVALS BY THE ARC MUST BE IN WRITING. ORAL APPROVALS SHALL NOT BE DEEMED EFFECTIVE. All

such changes, improvements and alterations should conform to and harmonize with the existing surroundings, dwelling units, landscaping and structures.

After receiving the ARC approval on a submission the Owner shall implement the proposed changes immediately and complete the project in a timely and reasonable manner specified by the ARC, not to exceed three (3) months.

5. RESIDENTIAL DESIGN GUIDELINES

5.1 Architectural Character

- 5.1.1** The architectural design of any and all additions, alterations and renovations to the exterior of an existing detached home shall conform to the design of the original home in style, detailing, material, and color.
- 5.1.2** The height of any addition and/or any other architectural improvement to an existing detached home shall not be higher than the highest original roof line.
- 5.1.3** All additions to the single family detached home shall be built within the setback lines originally established by the Developer, or as changed by the Community Association with the requisite approval of Riverside County, regardless of more lenient requirements of any local government authority.
- 5.1.4** Except for painting as indicated below, all materials used in the maintenance, repair, additions and alterations shall match the original construction used by the Developer as to color, composition, type and method of attachment. The ARC may allow substitute materials if such materials are deemed by the ARC (and approved by the Board of Directors) to be compatible with the theme of the community.
 - a. For painting a house, residents may use a color scheme from the samples of ARC approved colors available at the management office.
- 6.1.5.** When any additions, alterations or renovations are performed to an existing detached home, the established lot drainage shall not be altered. All new or altered roofs shall drain to the ground solely within the deeded lot area. No roof shall drain directly onto a neighboring property.
- 6.1.6 .** No alterations or improvements shall be made which provide a flat "built-up" roof surface unless approved by ARC and the Board of Directors.
- 6.1.7** No exterior mounted roll down security shutters shall be permitted.
- 6.1.8** Screen Doors: Homeowners must submit a written request and catalogue cut with color choice for approval from the ARC prior to installation of requested screen and/or security type screen doors.

6.1.9. All patio covers must be approved by the ARC, and must be installed no higher than the lowest eave in the rear of the house. All setback codes and requirements of Riverside County must be followed. Patio covers may only be installed in an area where the predominant location of the proposed patio cover shall be at the rear of a house.

a. Fabric or similar materials are not allowed as covers for patio roofs.

6.1.10 Rear Patio Screening

a. Roll-down shade screens may be used, but they must be of an approved fabric, color and type of installation and meet the following requirements:

1. "Sun Sure" fabric or equivalent
2. Location of installation is for rear patio ONLY, and can only be installed on one side, not two or more sides to enclose patio.
3. Must be approved prior to installation.
4. Must be maintained in good working order at all times
5. Soiled, worn, faded or tom fabric must be replaced.

6.1.11 Retractable Patio Awnings.

- a. Must submit plans and fabric sample to the ARC for approval prior to installation.
- b. Allowed only in rear of home.
- c. Must be motorized.
- d. Must install automatic wind sensor.
- e. Awning fabric must be made of one solid color, acrylic fiber (no cotton) and valance must not exceed 8".
- f. Awning, including valance, must retract into an enclosed unit.
- g. All exposed metal must be colored to match home.
- h. Unit must be maintained in good working order at all times.
- i. Soiled, worn, faded or torn fabric must be replaced.

5.2 No architectural Application. Architectural form must be submitted and approved before alterations and improvements are made to the dwelling or sections viewed from the common are. The Board may impose a ‘No Architectural Application Fine’ if an architectural form is not submitted and approved.

6.2 CHANCES AND AMENDMENTS TO THE DESIGN GUIDELINES

6.2.1 These Design guidelines may be amended from time to time by the Board of Directors with the dates of revision noted. Changes may be proposed by the Board of Directors and the ARC. Additionally, any Owner may submit to the Board proposed changes to these Design guidelines for review and consideration.

6.2.2 Any ARC recommendation to amend the Design Guidelines must be approved by two-thirds of the committee members and be forwarded to the Board of Directors for consideration.

6.2.3 If the Board approves the proposed amendment, it will become an amendment to the Design Guidelines. Such amendment shall be promptly distributed to the Members consistent with California Civil Code, Section 1357.100 et seq.

6.2.4 All amendments shall become effective upon adoption by the Board of Directors. Such amendments shall not be retroactive to previous work or approved work in progress.

6.2.5 In no way shall any amendment to the Sunnyside Design Guidelines change, alter or modify any provision of the Restated CC&Rs, any Supplemental Declaration, or Articles or Bylaws of the Community Association.

6. LANDSCAPING POLICIES AND REQUIREMENTS. The ARC, having been appointed by the Board of Directors of the Homeowner's Association, shall have the responsibility of reviewing all landscaping to ensure compatibility and conformance with the landscaping throughout the community.

6.1 FRONT AND SIDE YARDS.

6.1.1 If the landscaping includes lawn, the Owner shall maintain such lawn by properly watering, cutting, edging and trimming. Warm season grass such as hybrid Bermuda that goes dormant in winter shall be seeded over with Winter Rye at the beginning of the Fall season in order to maintain a consistent appearance.

6.1.2 Owner shall be responsible for trimming all bushes, trees, flowers, plants and shrubs, as well as removal of grass clippings, trash, debris and dead plant material. Palm trees must be trimmed every spring. Oleander bushes hanging over onto any adjoining property are to be trimmed by the owner of such bushes. Oleander bushes are not to exceed six (6') feet in height. Trees, bushes or shrubs should not infringe on neighbors areas or be a traffic hazard. Owners are also responsible for keeping their street gutters clean and those properties with driveway ramps must keep them clear of debris and maintain free flowing drainage under or through them.

6.1.3 Front yard landscaping must be at a minimum thirty percent (30%) green.

- 6.1.4** The ground surfaces of all yards shall be covered with inert or living materials or a combination of both.
- 6.1.5** Except for seasonal flowers or the removal and replacement of bushes or trees, nothing may be erected, placed or planted on the exterior of any Dwelling without prior written approval of the Architectural Review Committee (ARC), or if needed, the Board of Directors.
- 6.1.6** While trees add to the aesthetic appearance, there are some trees that for various reasons can be a problem for you and your neighbors. ARC or Landscaping Committee approval is required for planting trees. A list of recommended trees is available at the Management Office.
- 6.1.7** The use of native or compatible drought tolerant species is strongly encouraged for all yard landscaping.
- 6.1.8** All landscape plantings shall be maintained by a fully automatic underground watering system. When necessary to use sprinklers, care should be taken to avoid over spray on landscape, structures, walls and windows.
- 6.1.9** The use of solid plastic sheeting or polyethylene over ground areas shall not be permitted. Compatible materials may be used only with prior approval of ARC.
- 6.1.10** The established lot drainage shall not be altered.
- 6.1.11** Landscape elements in the enclosed side and back yards do not need ARC approval if not seen from the street or common area at full maturity.

6.2 YARD AMENITIES. Freestanding fountains, waterfall features, pools, statues and artifacts shall not be allowed in the front or side yards or visible from the street or common areas. Waterfall features, pools, fountains and spas erected in the back yards require ARC approval and must meet Indio City and Riverside County Vector Control Codes (Mosquito Abatement), and must be wired to code. Free standing arbors must have ARC and neighbor's consideration and not be seen from the street or common areas. No Owner shall keep or maintain any yard ornamentation or fixture or object, including noisy wind chimes, bird feeders and bird houses which interferes with the enjoyment of neighboring Units. No artificial plants shall be placed in front or side yards other than those used for holiday decoration. No plants shall be kept in nursery containers in front or side yards.

7. REPAIR AND MAINTENANCE POLICIES. Homeowners have a responsibility to fulfill maintenance requirements as outlined throughout this document. These requirements also include ensuring each residential lot and dwelling unit is maintained in a safe and sanitary condition. The Board shall have the power to determine the standards of such maintenance in compliance with the Governing Documents (CC&Rs).

7.1 It shall be the duty of each Owner at his sole cost and expense to maintain, repair, replace

and restore all improvements located on his/her Residential Lot. These duties include, but are not limited to, glass, plumbing, cooling and heating systems and related mechanical and electrical equipment, as well as, landscaping.

- 7.1.1 Driveway and walkway stains must be removed when excessive amounts of rust, oil or other stains are present. No driveway, cement walkway, or steps in front or side yards shall be painted or stained without ARC approval.
- 7.1.2 Garage doors that are warped or peeling must be replaced with new roll-up doors in a color that compliments the dwelling unit and must have ARC approval.
- 7.1.3 Broken or stained windows must be replaced.
- 7.1.4 Broken fences and gates must be repaired or replaced.
- 7.1.5 Screen doors must have closing mechanisms.
- 7.1.6 Faded or peeling fascia boards and trim must be repainted. Stucco walls that are water marked should be power washed or painted.
- 7.1.7 Owners are responsible for removing and replacing dead shrubs or trees.
- 7.1.8 Insufficient or sparse rock ground cover, as determined by the ARC must have additional, approved or matching rock ground cover added as needed.

7.2 FAILURE TO COMPLY. If any Owner allows any portion of their lot or unit to fall into disrepair or to become unsafe, unsightly or unattractive in condition, as determined by the ARC, or to otherwise violate this declaration, the Board shall have the right to seek any lawful remedies after notice and hearing and continued noncompliance within a reasonable time of such notice and hearing.

SUNNYSIDE ESTATES HOMEOWNER ASSOCIATION COMPLIANCE PROCEDURE

The entities engaged in enforcing the Association's CC&Rs, Bylaws, Design Guidelines and Rules and Regulations <hereafter "Governing documents") are:

Architectural Review Committee (ARC) - The ARC is charged with primarily reviewing and approving proposed landscape and architectural modifications, enforcing the Design Guide lines and/or Lot maintenance requirements. The ARC has the authority to conduct violation hearings, impose reimbursement or enforcement assessments, including, but not limited to, fines and cause violations to be remedied.

Compliance Committee - The Compliance Committee is charged primarily with enforcing the Rules and Regulations, moving, parking, trash container citations and other non-landscape/architectural violations of the Governing Documents. The Compliance Committee has the authority to conduct violation hearings and impose reimbursement or enforcement assessments, including, but not limited to, fines.

Board Of Directors - The Board of Directors is charged with overseeing the enforcement of the Association's Governing Documents and working with the above committees. The Board of Directors has the authority to conduct violation hearings, conduct appeal hearings, impose reimbursement or enforcement assessments, including, but not limited to, fines, cause violations to be remedied and is the sole entity with the authority to suspend membership privileges. The Board of Directors, in its sole discretion, may review any committee 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 Committee's date of its Ruling Notice.

For the purposes of this Compliance 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, and/or local, county, state or federal laws, regulations or ordinances.

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) failure to properly store trash containers on more than one occasion; (2) violation of leash rules regarding pets; (3) allowing a dog to continuously bark to the disturbance of other residents; (4) failure to observe traffic rules within the Community on more than one occasion; or (5) parking a vehicle illegally as set forth in the Governing Documents, but moving it and subsequently returning and parking the vehicle illegally again violating the parking restrictions.

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) a badly-maintained lawn or landscaping; (2) retaining an improvement on the Owner's lot in violation of the Design Guidelines and/or any other Governing Document. Upon the Owner's curing the violation, the Board of Directors (or the ARC or Compliance Committee, if applicable) may, but is not obligated to, waive any portion or all of the monetary fine imposed for a continuous violation.

The term **EXCESS CITATIONS** shall mean three (3) or more Parking Citations within a twelve (12) month period, three (3) or more Trash Container Citations within a twelve (12) month period or three (3) or more Moving Citations within a twelve (12) month period.

The Association's compliance Procedure is as follows:

STEP 1. INITIATION

If a **VIOLATION REPORT** is completed by an Association employee, Board Member, Manager, ARC member (landscape/architectural violations) or Compliance Committee member (non-landscape/architectural violations) or other designated representative of the Association, the Violation Report will be verified as set forth in Step number 2 below.

If a **CITATION** by Community Patrol is issued, verification shall be deemed accomplished by the issuing officer and Step 2 may be skipped.

If a **MOVING CITATION OR PARKING/ TRASH CONTAINER CITATION** is issued, verification shall be deemed accomplished by the issuing officer and Step 2 may be skipped.

STEP 2. VERIFICATION

Verification of a Violation Report is accomplished by a review of the Association's Governing Documents and/or inspection by the Executive Director, appropriate committee, designated representative of the Association and/or by the Board of Directors. Violation shall be defined as an act in direct conflict with the Association's Governing Documents, and/or local, county, state or federal laws, regulations or ordinances.

STEP 3. DOCUMENTATION

FOR LANDSCAPE/ARCHITECTURAL VIOLATIONS <ARC>:

A. An ARC NOTICE is sent to the Violator stating a deadline by which to cure the violation.

Examples of landscape / architectural violations are:

1. If the Owner of the property has not submitted the requisite documents to the ARC and/or secured approval from the ARC.
 2. If the Owner of the property has obtained prior approval but has not complied with the approved final plans and specifications of the proposed improvement.
- B.** If a Violation Notice is sent and the violator fails to take the necessary action by the deadline given, then a HEARJNG NOTICE will be sent to the Violator, setting forth the date, place and time where the violator can be heard before the Board on the violation.
- C.** Failure to appear at a hearing could result in immediate discipline. Any action, including, but not limited to, imposition of an enforcement assessment or reimbursement assessment. The Association must give at least ten (10) days, but no more than thirty (30) 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.

**FOR MOVING CITATIONS OR PARKING/ TRASH CONTAINER CITATIONS
<Compliance committee>:**

- A.** A MOVING CITATION or PARKING / TRASH CONTAINER CITATION is completed by the Community Patrol Officer and is given or forwarded to the violating Member ("Violator"). Violators can avoid a hearing and pay the Enforcement Assessment indicated in the box identifying the violation by following the simplified procedure identified on the back of the citation. However, the simplified procedure will not be available for persons with excessive citations and/or reckless driving Citations.
- B.** If the violator contests the citation or fails to follow the steps set forth in the simplified procedure (which allows for the avoidance of a hearing via a waiver). A HEARING NOTICE will be sent to the violator setting forth the date, time, and place where the violator can be heard before the Board. The Association must give at least ten (10) days, but no more than thirty (30) 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.
- C.** Please note that the Simplified Procedure and the avoidance of a hearing is only available for those persons who do not have excess citations. Persons with excessive citations will automatically go to a hearing. Any person with excessive citations that attempts to make payment consistent with the enforcement assessment identified on the citation will have the payment returned to the person along with an appropriate Notice of Hearing.

FOR OTHER NON-LANDSCAPE / ARCHITECTURAL VIOLATIONS (Compliance Committee):

- A.** A WARNING NOTICE is completed by the Compliance Committee and forwarded to the violating member ("Violator"). At the discretion of the Compliance Committee, this step may be skipped if, based on the seriousness of the violation, more immediate action is warranted, i.e. a Hearing Notice.
- B.** If the violation persists after a warning has been issued a COMPLIANCE COMMITTEE NOTICE is sent to the violator, stating a deadline by which to cure the violation.
- C.** If a Compliance Committee 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, time and place where the violator can be heard before the Board of Directors.

STEP 4. HOMEOWNER HEARING PROCEDURE

- A. FINDINGS OF FACT AND RECOMMENDED ACTION.** The Compliance Committee (non-landscape / architectural, ARC (landscape / architectural), or Board of Directors should make specific findings as it relates to the violation of the Governing Documents, noting them on the HOMEOWNER HEARING PROCEDURE FORM and RULING NOTICE with the facts which support its decision. The decision of the Association and the action recommended or taken should also be noted on the notice 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 COMPLIANCE COMMITTEE.** If it is determined a violation has taken place, the Compliance Committee may take any or all of the following actions:
 - 1. RECOMMEND REIMBURSEMENT ASSESSMENT** - The Compliance Committee has the authority to recommend an enforcement assessment or a reimbursement assessment for failure to comply with the provisions of the Governing Documents as detailed in Section F. below.
 - 2. RECOMMEND TO THE BOARD OF DIRECTORS SUSPENSION OF VOTING RIGHTS, COMMON AREA PRIVILEGES, AND/OR USE OF THE RECREATIONAL FACILITIES** and/or any other privilege of any Member or Person deriving rights from any Member.
- C. REMEDIES OF THE ARC.** If it is determined a violation has taken place, the ARC may take any or all of the following actions:

1. RECOMMEND REIMBURSEMENT OR ENFORCEMENT ASSESSMENT - Even if the violation is not of a continuing nature and does not lend itself to corrective action, the ARC still has the authority to recommend an enforcement assessment for failure to comply with the provisions of the Governing Documents.

2. RECOMMEND TO THE BOARD OF DIRECTORS SUSPENSION OF VOTING RIGHTS, COMMON AREA PRIVILEGES, AND/OR USE OF THE RECREATIONAL FACILITIES and/or any other privilege of any Member or Person deriving rights from any Member for (a) any period during which the member is delinquent in the payment of any assessment including reimbursement assessments or enforcement assessments, and (b) an initial period not to exceed thirty (30) days for any violation of the Governing Documents as well as successive thirty (30) day periods if any such violation is not corrected during the prior thirty (30) day suspension period.

3. CORRECTIVE ACTION - If it is determined a violation has taken place, the ARC shall make findings of fact and request corrective action (removal, replacement, repair and/or modification by the Violator to be facilitated within thirty (30) days. If corrective action is not taken by the Member within thirty (30) days, the ARC can bring the Member into compliance and charge the cost of same to the Member plus an amount equal to ten percent (10%) of the cost of such work as a reimbursement assessment. However, any demand letter which requires the Association to go onto a Member's property to rectify the violation should be reviewed and potentially sent by Association's Counsel.

D. REMEDIES OF THE BOARD OF DIRECTORS. If it is determined a violation has taken place, the Board of Directors may take any or all of the following actions (except that towing of vehicles is limited to parking violations):

1. Shall have all of the remedies available to the Compliance Committee and the ARC as set forth above in Sections B and C related to the imposition of reimbursement assessments and corrective action.

2. Shall have right and authority to SUSPEND VOTING RIGHTS, COMMON AREA PRIVILEGES, AND/OR USE OF THE RECREATIONAL FACILITIES and/or any other privilege of any Member or Person deriving rights from any Member for (a) any period during which the Member is delinquent in the payment of any assessment including reimbursement assessments, and (b) an initial period not to exceed thirty (30) days for any violation of the Governing Documents as well as successive thirty (30) day periods any such violation is not corrected during the prior thirty (30) day suspension period.

3. 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 Alternative Dispute Resolution (ADR) should be offered to the Violator (as well as consideration of other potential remedies).

E. RULING NOTICE. Regardless what remedy the Compliance Committee (non-landscape / architectural), or Board of Directors chooses to take, even if no violation is found, it must mail to the Violator a RULING NOTICE within fifteen (15) days after the date of hearing.

F. REIMBURSEMENT ASSESSMENT STRUCTURE. Consistent with Article 3.5.1 of the CC&Rs, the Association may levy a reimbursement assessment against any Member who fails to comply with the provisions of the Association's Governing Documents if such failure results in the expenditures of monies by the Association in carrying out its functions, for the purposes of collecting enforcement assessments or reimbursement assessments which may be levied by the Association, or for the purpose of reimbursing the Association for any costs incurred related to the action or non-action of a Member. Reimbursement or enforcement assessment amounts may be re-evaluated from time to time by the Board of Directors.

TABLE 1 - ENFORCEMENT and REIMBURSEMENT 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
Recurring Violation for a Second Time	Costs incurred by the Association, if any, as well as a monetary assessment up to \$500
Recurring Violation for a Third Time or More	Costs incurred by the Association, if any, as well as a monetary assessment up to \$750 plus possible legal action
Continuous Violation	Costs incurred by the Association, if any, as well as a monetary assessment up to \$500 PLUS an amount up to \$40 per day from the date of the first notice of violation until violation is cured.

In addition to the Reimbursement and Enforcement Assessments described in Table 1 above, the Board of Directors may levy the following Special Reimbursement or Enforcement Assessments for Architectural / Landscape Violations, which may be added to any Reimbursement or Enforcement Assessments.

TABLE 2 - SPECIAL REIMBURSEMENT or ENFORCEMENT ASSESSMENTS FOR ARCHITECTURAL/LANDSCAPE VIOLATIONS	
Special Reimbursement Assessments for commencing Architectural/Landscape Improvement without Architectural Review Committee (ARC) approval and/or not submitting application (even if the Improvement is within the Design Guidelines)	Up to \$1000 plus legal costs and any other remedies available to the Association
Special Reimbursement Assessments for failure to follow submitted plans and specifications and/or make corrections upon notice	Up to \$1000 plus legal cost and any other remedies available to the Association.

G. COLLECTION OF REIMBURSEMENT ASSESSMENTS and ENFORCEMENT ASSESSMENTS .. Pursuant to the Association's collection policy and the CC&Rs, if a reimbursement assessment or an enforcement assessment is not paid within thirty (30) days after mailing the Ruling Notice, the Board may suspend the Member's voting, common area and/or transponder privileges after notice as set forth in the collection policy.

STEP 5. APPEAL

Following any denial of ARC Application or Compliance Committee Violation Notice, the Violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the Manager of the Sunnyside Homeowner Association within thirty (30) days of the mailing of the Notice of Ruling by the Association.

STEP 6. TOWING.

The towing of improperly parked vehicles relates to enforcement of the Governing Documents and is unrelated to disciplinary action against an owner. Accordingly, the Association has the right to tow vehicles without proceeding through Steps I 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 on a particular date to a public garage if the 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 it may be towed by the Association or designated officer with no notice whatsoever. In such an event, the Association shall not be liable for any damages incurred for towing, storage and /or damage to the vehicle relating to vehicle removal. Any such charges will be the sole responsibility of 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.