

# **RULES AND REGULATIONS**

**SUMMERGLEN HOMEOWNERS ASSOCIATION**

# RULES AND REGULATIONS\*

## INTRODUCTION

The Rules and Regulations established for the Community are intended to foster an environment of neighborliness, consideration and cooperation. These Rules and Regulations constitute Association Rules contemplated by the CC&Rs. All Owners, residents and their guests are required to follow these Rules and Regulations as a means of acting on behalf of the greater good of the project and its well being. The Board has adopted these Rules and Regulations, set forth below, in addition to the provisions of the CC&Rs and the Bylaws. In the event of any conflict between these Rules and Regulations and the CC&Rs or Bylaws, the provisions of the CC&Rs or Bylaws (whichever applies) shall prevail.

## ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Governing Documents, including these Rules and Regulations or Architectural Guidelines, then an Owner or resident may submit a Rules and Violation Report to the Property Management Company, describing the violation at hand, the Residential Lot number or address of the violator, and all other pertinent information, including their own information. If you would like to report a violation, please contact the Property Management Company for a Rules and Violation Report Form. No Owner or Resident complaint can be acted upon unless there is supporting documentation, i.e., a written complaint.

## REPORTING VIOLATIONS

Except in those cases where a violation is easily visually verified (e.g., storage of trash cans, unauthorized architectural improvements, recreational vehicle storage in driveways), Owners wishing to report a violation must do so in writing. In addition, if the violation is not verifiable by way of a visual inspection of the Association, then a signature of an additional Owner representing a separate Residential Lot within the Community MAY be required to initiate the Association's violation procedure.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board will not routinely provide the identity of the Owners alleging the violation, it does not guarantee that the name will remain anonymous or that it has any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the Owners alleging the complaint should be prepared to come before the Board to discuss their claims, if the matter should come into dispute.

## VIOLATION PROCEDURE

At the time the violation is noted or reported, action will be taken as follows:

1. A first notice to correct an alleged violation will be sent by the Property Management Company to the Owner and resident, if different. The notice will contain a description of the alleged violation and instructions regarding response to the notice and correction of the violation.
2. If the alleged violation continues or if the response is otherwise unsatisfactory, a second notice to correct the violation will be sent by the Property Management Company. In the second notice, the Owner and resident, if different, will be notified that a fine may be imposed if the violation is not corrected.

3. If the alleged violation continues or if the response is otherwise unsatisfactory after the second notice, the Owner and resident, if different will receive a notice of hearing to appear before the Board, either by appearing personally or by submitting written testimony. The notice shall be delivered to the Owner and resident, if different, personally or by certified mail at the last address of the Owner and as shown on the Association's records and be received at least ten (10) full days prior to the scheduled hearing date. The Board or committee shall give fair consideration to the Owner's oral and/or written testimonies in determining whether to impose a fine and, if such fine is imposed, shall deliver notice thereof to the Owner and resident, if different, either personally or by certified mail at least fifteen (15) days prior to the actual imposition of such fine.

4. If the alleged violation continues or if the response is otherwise unsatisfactory even after the imposition of a monetary fine, the Board or its appointed committee may impose additional or continuing fines, after following the procedures set forth in Paragraph 3 above, until such time as the matter is satisfactorily resolved.

5. If the alleged violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the Owner may be liable for the Association's legal costs and fees.

6. Owner is responsible for violations caused by the Owner, its lessees, guests, employees or contractors.

### **PROCESS FOR RESIDENTIAL OWNER HEARINGS**

At the hearing, you will have an opportunity to address the Board and present written or oral evidence to support your position. The Board may ask you questions and you have the right to ask the Board questions and make a final statement. You will be notified of the Board's decision, in writing, within fifteen (15) business days of its decision.

### **FINE PROCEDURE**

If the Board determines at the hearing the violation has not been corrected, the Board may take any, or all, of the following actions:

1. Suspend the Owner's voting privileges.
2. Submit the matter to the Association's legal counsel for further action.
3. Levy a fine in the amount set forth in the Fine Schedule (below).

### **GENERAL RULES FOR ASSOCIATION PROPERTY**

The following are general guidelines Owners, residents, tenants, and guests must observe at the Community. The Board reserves the right to deny use of any portion of the Association owned property to any Member or its guest and tenants at any time, subject to the requirements set forth in the CC&Rs.

1. Safety and Noise. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other residents are not disturbed. After 10 p.m., the volume must be significantly reduced to keep from disturbing other residents.

2. Damage Caused by Owner. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the common facilities, equipment, or any other Association Property, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors.
3. No Obstruction. No one may store anything in the Association Property. The Association will not be responsible for any damage to, or loss of, any personal property left on or in any Association Property.
4. Waste. All trash or waste must be disposed of properly.
5. Antennas and Signs. Owners shall have the right to install antennas in accordance with the provisions of the CC&Rs and the Architectural Guidelines.
6. Association Property. Owners may not borrow or remove any equipment or property belonging to the Association.
7. Skateboarding/Wheeled Toys. Skateboarding, tricycles, big wheels, scooters, and bikes associated ramps are prohibited in the common area landscaping, and on Association Property within the Community.
8. Barbecues. Personal barbecues are not permitted in Association Property (i.e., landscape areas, parks, tot lot, picnic areas). Excessive odors or smells from barbecues are not permitted and the Board may require Owners to mitigate impacts from their barbecue use.
9. Discharge Into Storm Drain. No oil, soil, dirt, or any other noxious substances or rubbish shall be allowed to enter storm drains.

### **CONDUCT AFFECTING INSURANCE**

1. CC&Rs. Please refer to the CC&Rs for any applicable, additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Property Management Company.
2. Owner Not Permitted to Increase Rate or Cause Cancellation of Insurance. Nothing shall be done or kept in any Residence, Residential Lot or the Association Property that will increase the rate of insurance without the approval of the Association. No Owner shall permit anything to be done or kept in his or her Residence, or in the Association Property, which could result in the cancellation or suspension of insurance or which would be in violation of any law.
3. Owner Liable for Increased Cost of Insurance. An Owner who is responsible for an increase in the rate of insurance for the Association Property shall be personally liable for the cost of the additional insurance premiums.

### **VEHICLE RULES AND REGULATIONS**

The restrictions set forth herein are in addition to the parking and vehicular restrictions set forth in the CC&Rs AND Architectural Guidelines (ARC). The streets providing access to the Community are Public streets which are owned, maintained and operated by the City. These rules and regulations do not encumber such Public streets, nor does the Association have the right to regulate the Public streets providing access to the Community.

1. Resident Parking. All residents must park their vehicles in their respective garage to the extent space is available. Each garage must be used for parking of the number of automobiles the garage was designed to accommodate. If all spaces within a garage are being used by vehicles, then, and only then will parking be allowed on driveways. Garages are to be used for parking vehicles only and shall not be

converted for living activities. Garage doors are to be kept closed except when the garage is actively in use. Parking on front yard landscaping areas is prohibited.

2. Vehicle Maintenance. No major repairs of any motorized vehicle, boat, trailer, aircraft, or other vehicle or equipment shall be conducted in the Community, with the exception of minor or emergency automobile repairs, project restorations within the garage. All repairs, restorations, or mechanical maintenance is prohibited on driveways and in the Association Property.

3. Off Roding. With the exception of maintenance vehicles or equipment, all motor vehicles shall be operated only upon paved roads. No off-road riding will be permitted.

4. Noise. No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles and automotive speaker equipment.

5. Prohibited Vehicles. No boat, golf cart, mobile home, commercial vehicle, recreational vehicle (unless approved per the ARC, recreational motor home, trailer of any kind, truck larger than one-half ton pick-up truck or which has a mounted camper shell which protrudes from the truck from either side or from beyond the rear gate or above the cab ceiling, or bus or van designed to accommodate more than ten (10) people, shall be parked anywhere within the Project unless it can be appropriately screened from public view (and with HOA ARC approval). The exceptions are emergency vehicle repairs, commercial deliveries and temporary parking to load or unload a vehicle or boat. Temporary means no more than forty-eight (48) consecutive hours in any seven (7) day period.. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited within the Project.

6. Car Alarms. Should a car alarm continue to go off, the Property Management Company or the Association may, at the Owner's expense, hire a locksmith and take whatever action necessary to stop the noise. The vehicle owner shall be responsible for reimbursing the Association for all costs incurred in silencing the alarm. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Project.

## **GARAGE SALES**

Garage sales are limited to no more than two (2) events per year, per household. Homeowners must notify the Management Company in writing or email within a minimum of one (1) week prior to the garage sale. At no times shall signs be placed on Association Property, without prior approval by the Association.

## **ANIMALS**

C, C & Rs Section 6.05: Except as provided in this Declaration and permitted by the Rules, no animals of any kind shall be raised, bred, or kept within any Residence, or on any other portion of the Project. Trained dogs used for assistance by visually impaired, hearing impaired or physically handicapped persons may be kept by a tenant, or an Invitee of an Owner or tenant. Owners, their tenants or other occupants of Residences may keep no more than two (2) dogs of sizes that conform to Rules adopted by the Association or two (2) cats within a Residence, and may keep a reasonable number of other ordinary household pets and fish that are kept in cages or aquariums, provided that no such dogs, cats or other animal or fish may kept, bred, or maintained for any commercial purposes. A reasonable number of pets other than dogs or cats shall be as established by the ordinances, rules and regulations of the City, unless the Board adopts Rules that provide for a lesser number of permissible pets.

(a) All pets shall be kept under reasonable control at all times.

(b) Owners shall be fully responsible for any damage caused by their pets. An Owner shall use reasonable efforts to prevent any animal within his Residence from making disturbing noises that can be heard from any other Residence between the hours

of 10:00 PM to 7:00 AM. The Board, after notice and a hearing, may require the permanent removal of any animal that the Board determines to be breaking the noise restriction, is a danger to the health, safety or welfare of any Owner or occupant in the Project, or is otherwise to be a nuisance within the Project. The Board may find that an animal is a nuisance if the animal or its owner continues to violate the Rules regulating pets after receipt by the owner of a written demand from the Board to comply with the Rules.

In no event shall any Owner, or tenant or other occupant of a Residence, authorize, bring or keep within the Project: (a) any pit bull, rottweiler, doberman pinscher, mastiff, canaria presa, or any other breed known as a "fighting breed" or any dog being a mix thereof; or (b) any snakes, pigs, large lizards, spiders, rats or vermin. Owners are required to inform the Association of the type of breed of pet upon commencement of occupancy and provide the Association with proof of rabies vaccination of any dog kept in a Residence.

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#### Animals - Rules

1. All residents must comply with City and County laws and regulations with regard to control and health of pets. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.
2. Pets must be kept on a leash in any Association Property at all times. Pets must be under the owner's control at all times when outside. Pet owners are responsible for any damage to person or property caused by their pets. Dogs shall not be tied to trees or any exterior structure within the Association Property.
3. Fecal waste deposits made by pets on any Association Property, including landscaped areas, must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before being disposed. Any damage caused by a pet shall be repaired/replaced at the pet owner's expense. This includes, but is not limited to, grass, plants, carpet, stained stucco, claw marks, etc.
4. No animal shall be bathed, at any time, on Association Property within the Community.
5. Barking dogs in yards or inside a Residence that are audible from other areas within the Community will not be tolerated. Any pet which makes noise disturbing to a neighbor must be confined within its owner's Residence in a place from which this noise cannot be overheard.
6. Each person bringing or keeping a pet on the Project shall be fully liable to other residents and their guests for any damage to persons or property caused by any pet brought upon or kept upon the property by such person or by members of his/her family or guests.
7. If, after Notice and a Hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Community within seven (7) days.
8. Structures for the housing or confinement of any bird or other animal must not be visible from neighboring property. Such structures require architectural approval in accordance with the process described in the Architectural Guidelines.
9. Human assistance animals, e.g., seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.
10. Excessive dog barking or other animal noise will be deemed a nuisance.

11. No animals of any kind shall be raised, bred or kept on any Lot, except that domesticated dogs, cats or other ORDINARY household pets may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose. Livestock, poultry or farm animals are strictly prohibited from being kept on any Lot.

### **USE RESTRICTIONS**

1. Residential Use. The Residences and Residential Lots shall be used for residential purposes only. Please refer to the CC&Rs for more information regarding residential use restrictions.

2. Window Coverings. Temporary window coverings in a design and color that does not conflict with the surrounding Improvements (but excluding aluminum foil, newspapers, or any other contrasting material) shall be permitted for a maximum period of sixty (60) days from the date that a Residential Lot is conveyed to an Owner by Declarant. All window coverings shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the Residential Lot.

3. Basketball Standards. For the safety of the community members basketball standards may not be placed in the street. Approval of basketball standards are at the discretion of the ARC.

### **STREET TREES**

Any street tree that has been planted by Declarant as required by the City shall not be removed or replaced without prior approval of the City and the Board.

### **ODOROUS MATTER, OFFENSIVE CONDUCT & NUISANCES**

1. Audio Volumes. The volume of radio, stereo sets, television and musical instruments shall be held at a reasonable level at all times so other residents are not disturbed. After 10:00 p.m. the volume must be significantly reduced so as not to disturb other residents.

2. Nuisances. No odors or other emanation or condition shall be permitted to arise from any Residence so as to render such Residence unsanitary, unsightly, offensive or detrimental to any other Residence; and no nuisance shall be permitted to exist or operate upon any Residence so as to be offensive or detrimental to any other Residence or to the Owners thereof.

3. Disruptive Devices. No devices which may disturb occupants of the Community, shall be located, used or placed upon any Residence which emits noise from the exterior of the Residence, including, but not limited to, (i) bright lights, and (ii) sound-generation devices (such as horns, whistles and bells) which are designed to be used principally at high volume (except devices used exclusively for security purposes); provided, however, that an alarm system, and outdoor speakers and other entertainment and communication sound generators that do not transmit a disturbing level of sound or vibration beyond the Residence where generated shall be permitted.

4. Infectious Plant Disease. No Owner shall permit any thing or condition to exist upon any Residence which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin.

5. Smoke. The Board of Directors may adopt such Rules and Regulations as it may determine from time to time are reasonable and appropriate for the control of nuisances, including smoke from barbecues.

## HOLIDAY DECORATIONS

1. **Exterior Holiday Decorations:** Lights or decorations may be erected on a Unit in commemoration or celebration of publicly observed holidays, provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of Owners of adjacent Lots by illuminating bedrooms, creating noise or attracting sight-seers.
2. Holiday decorations or lights for any publicly-observed holiday between December 1 and December 31 of any year may not be displayed before November 15 of any year. For other holidays, decorations or lights may not be displayed more than two (2) weeks in advance of the holiday, and must be removed no more than two (2) weeks after the holiday.
3. Location. No resident may place holiday decorations on Association Property structures or landscape.
4. Lights. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use.

## RENTAL/LEASE OF RESIDENCES

Subject to the restrictions in the CC&Rs, any contractual agreement between an original Owner and the original developer of the Project, and Applicable Laws, an Owner shall be entitled to rent the Owner's Residence for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and subject to the guidelines set forth below:

1. Property Management Company Notification. All Owners who rent their Residences shall submit names and contact numbers for their tenants to the Community Management Company.
2. Written Lease or Rental Agreement. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the CC&Rs or the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association, upon the HOA'S request.
3. Compliance with Governing Documents. A copy of the Governing Documents and this Project Handbook shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents and this Project Handbook. Owner may like to consider including a clause in the lease/rental agreement that requires tenants to pay for any fines levied by the Association, upon the owner, for violations of the governing documents.
4. Association Amenities. All use privileges for amenities on the Association Property shall transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Residence.
5. Assessments and Voting Rights. The Owner and not the lessee shall have the obligation to the Association to pay assessments imposed by the Association, and the Owner and not the lessee shall have voting rights in the Association.
6. No Hotel, etc. No Residence may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the CC&Rs. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel shall be deemed to be for transient or hotel purposes.



**NO TIME SHARING**

A Residence may not be divided or conveyed on a time increment basis (commonly referred to as “time sharing”) of measurable chronological periods. The term “time sharing” as used herein shall be defined to include, but shall not be limited to, any agreement, plan, program or arrangement under which the right to use, occupy or possess the Residence, or any portion thereof in the Community rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time sixty (60) consecutive calendar days or less.

**SIGNS**

Tenants displaying signs within the Project are subject to any parameters that may be set forth in the Architectural Guidelines, and Applicable Laws which may change from time to time.

**TRASH DISPOSAL**

Trash, garbage or other waste shall be kept only in approved sanitary containers, properly closed. No trash or debris is to be left in any area that is visible to others, such as walkways or Association Property, except when garbage cans are set out for garbage collection. The residents shall comply with the City’s waste and recycling program for the Community. No resident shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored within garages, except on the scheduled day for trash pickup. On scheduled trash pickup days, containers and/or bulky items shall be placed in designated areas. Containers shall be placed in designated areas no earlier than 5:00 p.m. on the day before trash pickup is scheduled. Containers must be returned to garages by 11:00 p.m. on the day trash pickup is scheduled. Residents may be subject to fines imposed by the City for failing to comply with guidelines regulating the times during which containers may be placed in designated areas. Residents are encouraged to use recycling containers to dispose of recyclable materials.

**FINE SCHEDULE**

The fine schedule is as follows:

Hazardous Activities (Risk of harm to person or property)	\$ 100.00
Use Restrictions	\$ 75.00
Vehicle and Parking Restrictions	\$ 75.00
Unauthorized Improvements to Property	\$ 100.00
Any Violation of the Bylaws, CC&R’s or Rules & Regulations not specifically mentioned	\$ 50.00

Fines for continuing or repeated violations may be increased in increments of double the amount of the previous fine at the discretion of the Board. Four or more violations assessed to a single residence in any 12-month period may result in additional fines of up to \$100.00 at the discretion of the Board of Directors, and the matter will be submitted to the Association’s legal counsel for further action. All violations and fines may be appealed at a hearing with the Board of Directors, set for that purpose, if requested.