

Sunrise AT • PARKHILL

A decorative flourish consisting of a horizontal line with two symmetrical, ornate scroll-like elements hanging from its center.

SUNRISE AT PARKHILL

HOME OWNERS ASSOCIATION

COMMUNITY HANDBOOK

Table of Contents

<i>Governing Documents.....</i>	<i>Pages 1-2</i>
<i>Membership Information.....</i>	<i>Page 3</i>
<i>Tenants Rules & Regulations.....</i>	<i>Page 4</i>
<i>Community Rules.....</i>	<i>Pages 5-14</i>
<i>Policy & Procedures for Collection.....</i>	<i>Pages 15-16</i>
<i>Neighbor-to-Neighbor Dispute Policy.....</i>	<i>Page 17</i>
<i>Election Rules.....</i>	<i>Pages 18-22</i>

SUNRISE AT PARKHILL COMMUNITY ASSOCIATION

GOVERNING DOCUMENTS

The Governing Documents

Homeowners Associations offer many advantages to the homebuyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the association. The following documents pertain to "The Sunrise at Parkhill Community Association:

Articles of Incorporation

Through the Articles of Incorporation, you, and the Developers of the Community have formed a Corporation. The Corporation is organized under the Nonprofit Mutual Benefit Corporation Law with the purpose of providing community services and facilities for the general benefit and welfare of the owners and/or residents of the homes in the Community.

Covenants, Conditions and Restrictions (CC&R's)

This document spells out any covenants that are bound to the land or property. The CC&R's define the use, restrictions, duties and powers of the Association. It is the document, which is most important to have at hand and to refer to frequently in the day-to-day operations of the Corporation.

We direct potential homeowners to the section titled General Use Restrictions for specific rights for use and enjoyment of their property. We also direct homeowners to reference the section titled Repair and Maintenance for specific outline of maintenance responsibilities of the Association and the homeowner.

Bylaws

The Bylaws contain certain provisions regarding powers and responsibilities of the Board of Directors, election procedures and membership meeting requirements. From the Bylaws comes the power of the Board to make rules and regulations, which more precisely deal with the day-to-day management of the Corporation and the functions of the Board of Directors.

Rules and Regulations/Architectural Guidelines

These regulations and restrictions should be presented and reviewed in depth with the prospective owner in a manner, which will enhance your sales effort and create a sense of comfort and security to the owner. Too often, new owners in a community become unnecessarily frustrated or discouraged at the onset of their new living style because they learn of the conditions of the community by way of a violation letter. This may cause the feeling that certain disclosures were not made at the time of their purchase and they begin their residence in the community with a sense of distrust and an unhappy defensive spirit.

Forms

You can visit our informative website www.parkhillhoa.com ! You can obtain Architectural Review Committee (ARC) forms, for **PRIOR** approval on all improvements. This website also allows you to obtain a violation report form.

SUNRISE AT PARKHILL COMMUNITY ASSOCIATION

A PLANNED COMMUNITY

MEMBERSHIP INFORMATION

Sunrise at Parkhill Community Association offers many advantages to the homebuyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the Association.

Sunrise at Parkhill Community Association is a California Corporation consisting of those owners of the lots within the ultimate boundaries of Sunrise at Parkhill.

The purpose of the Sunrise at Parkhill Community Association is to provide a financing vehicle for the maintenance of offsite slopes and the slopes behind lots 68-71 and to provide architectural controls in order to preserve the aesthetic integrity of the community. Your automatic membership in the Association provides a membership base to share the future costs of maintaining the Community.

The attached Community Guidelines and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these community Guidelines support the Covenants, Conditions and Restrictions (herein after referred to as CC&R's) they do not cover the entirety of the document. Please be sure to read the CC&R's carefully.

SUNRISE AT PARKHILL COMMUNITY ASSOCIATION

TENANT RULES AND REGULATIONS

1. The Owner shall have the responsibility to acquaint their tenants and guests with the Rules and Regulations of the Association. The Owner is deemed responsible for the actions of respective tenants and guests. All violations of the restrictions, and/or damages to the Common Area related to or incurred by tenants and/or guests shall be the responsibility of the Owner to cure.
2. For the purpose of the Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owner(s).
3. All Lots shall be improved and used solely for single-family residential use.
4. An Owner may rent his/her/their Lot as a private residence provided that the Lot or Condominium is rented pursuant to a lease or rental agreement subject to the Restrictions.
5. **No Lot may ever be used in any way, directly or indirectly for any business, commercial, manufacturing, mercantile, storage, vending or other such non-residential purposes.**
As In accordance with CC&R code 2.02
Subject to Declarant's rights herein, occupations and businesses that do not interfere with the residential nature or character of the property or quiet enjoyment by other owners may be carried on within a Lot, provided that all applicable laws, ordinances, zoning regulations and rules are satisfied and that there is no External evidence of any such occupation, such as an unreasonable increase in visitors, or an increase in the sound or smell emanating from the Lot affecting other residents.
6. These tenant rules and regulations in no way supersede any agreement signed between the Developer and the homeowner to require owner occupancy for a period of one year. It is not the responsibility of the Sunrise at Parkhill Homeowner Association to monitor or enforce the developer an occupancy agreement.

When you Sell your Home

When you sell your home you are mandated by California State Law (Civil Code 1102, ET SEQ) to disclose to the buyer all material matters affecting the property. As any potential purchaser of your home will be agreeing to live within the framework of the Sunrise at Parkhill Community Handbook. This Community Handbook is a significant material disclosure and you must supply them with a copy of this document. For your protection and in order to fully comply with California Civil Code this document should be given to the buyer within five days of signing a purchase and/or sale agreement. Attach this document to the Real Estate Transfer Disclosure Statement, and receipt the document by writing "Sunrise at Parkhill Community Handbook" under item one of the Real Estate Transfer Disclosure Statement.

Alterations to Residence

NO Structural Alterations or Modifications to the exterior are permitted without the **PRIOR** written consent of the Architectural Review Committee (ARC) as provided in the Associations CC&R's.

Basketball Hoops

1. **No** permanent basketball backboards, including, but not limited to, free-standing basketball backboards on poles and backboards affixed to other structures may be installed or erected.
2. Portable basketball backboards are not permitted.

Flags

1. One American flag is permitted. (see Civil Code 1353.5)
2. One decorative flag is permitted provided it is with a manufactured stand or pole.
3. All Flags must be kept in a neat and attractive manner.

Garage Doors

Garage Doors are to remain **CLOSED**, except for ingress and egress.

Hazardous or Toxic Waste

Nothing other than natural rainwater may be discharged into the storm drains and storm drainage system. This includes but not limited to washing boats, cars, RV's, etc.

Alarm Devices

Alarm devices used exclusively to protect the security and contents of a home or vehicle are permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms.

Unsightly Articles

No unsightly articles, including clotheslines, trash dumpsters, etc. are permitted to remain on any portion of the Community so as to be visible from any public or private street or from any other Lot, Common Area or Association Property.

Holiday Decorations

1. Holiday decorations are permitted on your lot; however, decorations of any type are not permitted in the common area. The common area includes, but is not limited to trees, bushes, or other landscaped areas maintained by the Association, the detention basin and fencing around the detention basin. Any decorations found in the common areas will be removed at the owner's expense.
2. All decorations are permitted up to one month **PRIOR** to the Holiday and must be removed within 15 days **AFTER** the holiday. All holiday decorations celebrating holidays in December and January must be removed by January 15th of each year.
3. Homeowners should be considerate of neighbors when decorating for holidays.

Yard Sales

1. **NO** garage, rummage, or yard sales are permitted.
2. Permitted Community Yard Sale Events will be allowed twice a year as follows;
The First Friday, Saturday, & Sunday of June Each Year
The Last Friday, Saturday, & Sunday of September Each Year

Installation of Landscaping

All homeowners are required to install all of their rear yard landscaping within **6 months** of close of escrow.

Homeowners who have NOT installed rear yard landscaping and who have closed escrow more than six months ago must install their rear yard landscaping within six months of receiving this handbook.

It is the responsibility of the homeowners in lots 1-28 and 96-100 to MAINTAIN the landscaping on their back slope in such a manner that includes, watering, weeding, re-planting, and trimming.

Plans for rear yards must be submitted PRIOR in accordance with the Sunrise at Parkhill Architectural Guidelines.

Landscape in Common Area

Homeowners are not permitted to install additional landscaping of any sort in the common areas. Potted plants, decorative items, security monitoring signs, stepping stones and any other related items may not be placed in common areas.

Parking and Vehicular Restrictions

1. The applicable Public Agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances on any streets contained within the Community.
2. The following vehicles are **Authorized Vehicles**: standard passenger vehicles, including without limitation automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles, and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized Vehicles may be parked in any portion of the Community intended for parking of motorized vehicles, subject to the Restrictions.
3. The following vehicles are **Prohibited Vehicles**: commercial type vehicles (e.g., flatbed trucks, tank trucks, dump trucks, step vans, concrete trucks, limousines, etc.), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited Vehicles may not be parked, stored or kept on any other Association Property parking area unless they are parked for brief periods as my be defined in the Board of Directors.
4. Recreational Vehicles (e.g., motor homes, travel trailers, camper vans, boats, etc.) may be parked on the street for NO more than 72 Hours as per City Codes.

5. Recreational Vehicles (e.g., motor homes, travel trailers, camper vans, boats, etc.) may be parked / stored only in designated RV side yards and must be kept behind the gate. The RV gate must be made of vinyl or wrought iron. However, **ALL** wrought iron gates, of any kind, must have screened mesh of a matching color to the wrought iron to screen the view from the street. All RV gates, not installed by the builder, must be approved by the Architectural Review Committee (ARC) **PRIOR** to Installation.
6. All vehicles owned or operated by or within the control of an Owner or resident of an Owner's Lot or and kept within the Community must be in the assigned garage of that Owner to the extent of the space available.
7. No repair, maintenance or restoration of any vehicles may be conducted in the Community, except within an enclosed garage when the garage door is closed, provided that such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.
8. If the Board fails to enforce any of the parking or vehicle use restrictions. The County may enforce such regulations in accordance with applicable laws and ordinances. If the County fails to enforce any of its parking ordinances on public streets within or abutting the Community, the Association has the power, but not the duty, to enforce such ordinances against Owners and residents of the Community.
9. Owners are responsible for assuring that their guests abide by the parking rules.
10. Parking is not permitted within 15 feet of any Fire Hydrant.
11. Parking of vehicles can only be in the direction of the flow of traffic.

Pets

1. Per City Ordinance, dogs must be on a leash when walking in the Community and you are required to clean up after your pet. No animal may be a nuisance to the Community or its members. Contact Animal Control
2. Owners are NOT allowed to keep pets for the purposes of breeding or other commercial purposes.
3. Each owner, in addition to cleaning up after their pets in common or community areas, is responsible for maintaining their lot or yard in a manner that is clean of pet waste or residue.
4. Excessive dog barking or other animal noise will be deemed a nuisance.

Real Estate Signs

1. **One (1)** sign advertising for sale, lease, or Open House may be displayed provided the sign is not larger or taller than such signs commonly utilized for any similar purpose by a real estate company licensed to conduct business within the State of California.
2. Signs must be attached to the ground with a single conventional stake, double conventional stake or hangman post.
3. Signs must be placed in the home owner's yard. NO signs are permitted at the monument or entry of the Community or in any of the common areas.
4. Signs may **NOT** be larger than 18" (eighteen inches) by 30" (thirty inches) in size.
5. Sign regulations are subject to California Civil Code Sections 1353.6 and any other applicable laws.
6. After a property has closed escrow, the sign must be removed within 15 (fifteen) days.

Satellite Dish

1. A Maximum of one (1) Satellite dish device may be installed without ARC approval provided they meet all the guidelines set forth below.
2. All satellite dish devices must be smaller than 36" (thirty six inches) in diameter and must be attached to the wood fascia of the home.
3. All devices must be as far out of view as possible.
4. All cables and wires for the device must be properly secured to building and may not hang. All cables and wires should be strategically placed out of view and are required to be painted to match the building.
5. No stucco mounting or penetration is permitted
6. The ARC reserves the right to require additional modifications in order to ensure the device is in complete compliance.

Trash Collection

1. Trash cans and any other type of garbage shall be stored and concealed from view.
2. No excessive odors shall be permitted to arise from the trash or trash containers.
3. Trash containers may be placed outside in view for a period **NOT** to exceed 24 hours before and after scheduled trash pickup.

Driveways

1. Driveways must be kept clean and free of oil stains, newspapers, & weeds.

Window Covers

1. No window shall be covered with aluminum foil, sheets, blankets, newspapers, or other similar material not intended or designed for use as a window cover.
2. Every homeowner shall install window coverings within 90 days of close of escrow.

Leasing

An Owner may rent a Lot for residential purposes provided:

1. There is a written agreement.
2. The lease states it is subject to all the provisions of the Governing Documents, and it is the Owner's responsibility to acquaint their tenants and guests with the Rules and Regulations of the Association. The Owner is deemed responsible for the actions of respective tenants and guests, all violations of the rules and restrictions, and/or damages to the Common Area related to or incurred by tenants and/or guests. It shall be the responsibility of the Owner to cure any violations and pay for any damages or fines assessed by the Association.
3. Owners must give the Board the names and telephone numbers of all Occupants and tenants.
4. The Association and each Owner shall have a right of action directly against any tenant/Occupant for any breach of any provision of the Governing Documents.
5. The homeowner must maintain responsibility for paying the monthly water, gardener, and association assessments; this is to ensure that the exterior of the residence is kept up.

Insurance

Nothing shall be done or kept in the Community which will increase the rate of insurance on any Lot, Common Area, Association Property or other portion of the Community without the approval of the Board, nor shall anything be done or kept in the Community which would result in the cancellation of insurance on any Lot, Common Area, Association Property or other portion of the Community or which would be in violation of any Law.

Noise

No noise or other nuisance shall be permitted to exist upon or emanate from any portion of the Association Property or a portion of a Lot or Common Area within the Community so as to be offensive or detrimental to any other Lot or Common Area in the Community or to its occupants.

Gutters and Downspouts

No gutters, downspouts or scuppers to control water shed from roofs shall be installed without **PRIOR** approval from the ARC. Such improvements shall be primed and painted to match the surface color of its appurtenant dwelling. Each owner shall also ensure that the gutters and downspouts serving his/her/their Residence are kept clean and free of debris.

Solar Energy Systems

Subject to approval of (a) County or other governmental authority having jurisdiction, and (b) the Association ARC, Owners shall have the right to place and maintain solar energy equipment or any other energy saving devices on their Lots. The application for association approval will be processed by the Architectural Review Committee in the same manner as an application for approval of an architectural modification to the unit. The Association may impose reasonable requirements in connection with the approval as set forth in California Civil Code Section 714.1. Such equipment shall be installed in such location and such manner as to be obscured from the view of other persons in the Community to the greatest degree practicable without significantly decreasing its efficiency.

Temporary Buildings

No outbuilding, tent, shack, shed or other temporary building may be placed upon any portion of the property either temporarily or permanently, without the **PRIOR** written consent of the ARC. No garage, carport, trailer camper, Motorhome, recreational vehicle or other vehicle may be used as a residence in the property, either temporarily or permanently.

Outdoor Lighting Restriction

The Community is subject to lighting restrictions as required by County Ordinance No. 655, which are intended to reduce the effects of night lighting on the Mount Palomar Observatory. All proposed outdoor lighting systems shall be in conformance with County Ordinance No. 655, including, without limitation, the requirement that outdoor lighting shall be restricted to downsheilded low pressure sodium lamps not greater than 80 watts.

Access Roads

The access roads behind lots 72-95 & 124-134 are for maintenance personnel to access slopes for landscape maintenance. These roads are NOT intended to be walking or bike paths and use of these roads as such is subject to criminal prosecution for trespassing/defacing and/or association violations.

Fences / Walls

1. No fence, wall or other dividing device shall be erected, altered or maintained on any Lot other than those of the same location, design, height and materials as were initially installed by Declarant, or as approved by the ARC. Fences constructed of chain link are prohibited within this Community.
2. Those Owners who have a common wall between Lots ("party wall") shall equally have the right to the use of the interior surface of the party wall on his/her side, and neither such Owner shall use any portion of the party wall so as to interfere with the use and enjoyment of the other owners. Each owner shall maintain the interior surface of any portion of a party wall that faces his/her/their Lot. In the event that any portion of such party wall, except the interior surface of one side, is damaged or injured from any cause, other than the act or negligence of either party, it shall be repaired or rebuilt at their joint expense.
3. Those Owners who share a Perimeter wall with the Common Area shall maintain the interior surface of any portion of such wall that faces his/her/their Lot. The Association shall otherwise maintain the Perimeter Walls (including maintenance of and graffiti removal from, the exterior surface). In the event that any portion of the Perimeter Walls, except the interior surface of one side, is damaged or injured from any cause, other than the act or negligence of the Owner of the Lot where it is located, it shall be repaired or rebuilt by the Association.
4. The official Color Stain for Wood Fencing located in the Sunrise at Parkhill Community is **"BEHR Semi-Transparent Redwood Naturaltone #DP-534"**
5. The official Paint Color for Wrought Iron Fencing located in the Sunrise at Parkhill Community is **"Sherwin Williams Black Bean #6006"**
6. Exterior House Paint must be Approved PRIOR by ARC. Contact HOA Office (951) 652-1514.

Failure to Maintain Exterior Front Yard Landscaping

1. It is important that each homeowner maintain their front yard in a manner that is consistent with the integrity of the community. Failure to maintain the landscaping will be considered a Major Violation and be dealt with expediently.
2. In accordance with the governing documents of the association, if a homeowner fails to maintain their front yard landscaping, the Board will issue a violation letter.
3. If after 30 days the violation has **NOT** been cured, the Board will issue a "Notice of Hearing". Of the Board determines at the hearing that the violation has NOT been corrected, the Board of Directors will impose a \$1,000 fine on the homeowner / property / Lot.

General Conditions

1. An oversight of a Covenant, Condition or Restriction, or a Committee policy does **NOT** constitute waiver of that rule and therefore, must be corrected upon notice.
2. Streets may **NOT** be obstructed with objects and building materials that are hazardous to pedestrians, vehicles, etc. Items such as, but not limited to, dumpster, sand and building materials may **NOT** be stored on streets, sidewalks, or Property.
3. Any damage to Sunrise at Parkhill Property will be replaced or repaired by a Sunrise at Parkhill subcontractor. All applicable charges for restoration will be charged back to the responsible Owner and is due and payable within thirty (30) days from notification or assessment of penalties.

Violation and Fine Procedure

1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit to rectify the violation.
2. Failure to comply with the request to rectify the violation may result in a "Final Notice" advising the homeowner to comply. Then, if the violation is still not resolved, a "Notice of Hearing" will be sent and shall request appearance on a specified date to be heard by the Board of Directors.
3. Please note the Board may determine that a "Notice of Hearing" is appropriate to send to the homeowner as the second letter, instead of a "Final Notice", when the violation is determined to be of a more serious nature.
4. If the Board determines at the hearing the violation has not been corrected, the Board of Directors may impose a fine and/or seek legal relief.
5. The **Violation** schedule is as follows:

Minor Violations:

First Violation	\$100.00
Second Violation (Same Infraction)	\$200.00
Third Violation (Same Infraction)	\$500.00

Major Violations:**\$200.00 per occurrence**

I.e. Failure to obtain architectural (**ARC**) approval **PRIOR** to making any exterior modification, negligent damage to Association property, life threatening or safety violations, etc.!

Appearance Violation is Failure to Maintain Landscaping & Aesthetics to a degree that it impacts the aesthetics & integrity of the community.

\$1,000.00 per occurrence

House Painting without Prior Approval

\$1,500.00 plus Appearance Violation

Yard Sale Violation

\$175.00 per occurrence

6. The **Fees & Fine** schedule is as follows:

Association CC&R's (per set copy)	\$65.00
Certified Mailing Fee	\$10.00
Demand Letter Fee	\$10.00
Escrow Demand Letter & Transfer Fee	\$75.00
Hourly rate to Copy Documents	\$30.00
Photo copy per page	\$.25
Process Server Fees	\$50.00 & up
Return Check Fee	\$25.00
Small Claims Filing Fee	\$75.00 & up

Please note: Special Assessments may be imposed for specific violations outlined in the Association's Governing Documents.

Reporting Violations

Except in those cases where a violation is easily visually verified (i.e. storage of trash cans, unauthorized architectural improvements, recreational vehicle storage in driveways, etc.), homeowners wishing to report a violation must do so in **Writing** and the complaint must be signed by two (2) different lot owners.

Anonymous letters or complaints will NOT be acted upon. Additionally, while the Board of Directors will not routinely provide the identity of the homeowners alleging the violation, it does not guarantee that the same remain anonymous or have any duty to protect the privacy of such complaints.

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

Finally, the Board may determine the violation to be a **Neighbor-to-Neighbor Dispute** in compliance with the Neighbor-to-Neighbor dispute resolution policy.

Policy & Procedures for Collection of Assessments, Fees, Fines, Charges & Costs

POLICY:

Assessments - - Assessments subject to this policy include the monthly regular lot assessments and any special assessments or monetary penalties.

Collection Fees, Fines, and Costs - - The costs of collection of delinquent assessments, including late charges, fees, fines and other costs, are included as a charge against a member's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency - - The term "Delinquency" shall include any delinquent unpaid regular or special assessments, late charges, fees, fines, interest, and any & all costs of collection incurred.

Payment Plans - - The homeowner may request a payment plan. The Board of Directors shall meet with/respond to the homeowner within forty five (45) days from the postmark date of the homeowner's request. Payment plans may be approved at the sole discretion of The Board of Directors based upon the circumstances of each delinquent account.

Personal Liability - - All assessments, late charges, fees, fines, interest and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code section 1367.1.

Statements - - Monthly statements are a **COURTESY** to the Members and is NOT an invoice for payment. Monthly statements may NOT reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have NOT yet been charged to the account.

PROCEDURE:

Due Date: Regular Monthly assessments are due on the First (1st) day of each month. All other assessments (late charges, fees, fines, cost of collection, attorney fees and costs) are due upon the date incurred.

Delinquencies:

15 Days Past Due: The account becomes delinquent and a late charge equal to Ten Dollars (\$10.00) is charged to the delinquent homeowners account.

30 Days Past Due: Interest commences at the rate of (12%) percent per annum on all regular and special assessments, late charges, fees, fines, and costs of collection will be charged to the homeowners account.

60 Days & Over Past Due: Sunrise at Parkhill Community Association will further pursue all of its legal remedies for collection.

NEIGHBOR-TO-NEIGHBOR DISPUTE POLICY

This Neighbor-to-Neighbor Dispute Policy was duly adopted by the Board of Directors of the Sunrise at Parkhill Community Association. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions (CC&R's) for the Sunrise at Parkhill Association or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor-to-Neighbor Disputes".

DEFINITIONS:

1. "Neighbor-to-Neighbor Dispute" shall mean a dispute or complaint (s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, does not impact the Common Area (examples include, but are NOT limited to, parking noise animals).
2. "ADR" shall mean Alternative Dispute Resolution, specifically mediation or arbitration.
3. "Written Certification: shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and either ADR was completed or the other party refused to submit the dispute to ADR.

POLICY TERMS:

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgments decision based upon the particular facts as to whether or not it constitutes a Neighbor-to-Neighbor Dispute.
2. If the Board finds that the complaint or disputer constitutes a Neighbor-to-Neighbor Dispute, it shall notify the parties of the Neighbor-to-Neighbor Dispute of its decision.
3. The parties to the Neighbor-to-Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking association involvement in resolving the dispute. For ADR, this may be accomplished by the complaining party serving the other (responding) party (ies) with a Request for Resolution in accordance with California Civil Code Section 1354.
4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor-to-Neighbor Dispute by contacting the applicable government agency and/or through ADR, the Board shall determine whether a violation of the Declaration of governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

SUNRISE AT PARKHILL CORPORATION ELECTION RULES

1. **EQUAL ACCESS:** If any candidate or member advocating a point of view is provided access to Association media, newsletters, or Internet Web sites during a campaign, for purposes that are reasonably related to that election, the Association shall provide equal access to all candidates and members advocating a point of view, including those not endorsed by the board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.
2. **COMMON AREA:** The Association shall ensure access to the common area meeting space during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all members advocating a point of view, including those not endorsed by the board, for purposes reasonable related to the election. (Calif. Civil Code 1363.03 (a) (2).) Said access is to be provided during regularly noticed Board meetings at the time set aside for "Open Forum".
3. **INSPECTORS OF ELECTIONS:** One or three volunteer Members of the Association shall be appointed by the Board or the managing agent to serve as the independent inspectors of each election. (Calif. Civil Code 1363.03 (a) (5).)
 - 3.1 The managing agent shall assist and be the agent for the Inspectors of Elections.
 - 3.2 The managing agent shall have the power to retain custody of the ballots before and after such ballots are tabulated.
4. **PROXIES:** Proxies are governed by Article III, Section 7 of the Bylaws.
 - 4.1 At all meetings of Members each Member may be present in person or by a representative, known as a proxy, duly authorized by an instrument in writing, executed by such Member and filed with the managing agent or the Secretary of the Association PRIOR to the meeting to which it is applicable.
 - 4.2 Every proxy shall be revocable and shall automatically terminate upon the earliest of the following:
 - 4.2.1 The conveyance by the Owner of his Condominium;
 - 4.2.2 The date of automatic termination, if any, specified in the proxy, but not to exceed three (3) years from the date of issuance of the proxy, or (c) eleven (11) months from the date of issuance of the proxy, if no automatic termination date is specified in the proxy.
 - 4.3 Any form of proxy or written ballot distributed to the membership of the Corporation shall afford an Owner the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon at the meeting for which said proxy was distributed, except it shall not be mandatory that a candidate for election to the Board named in a proxy.
 - 4.4 The proxy or written ballot shall provide that, where the Owner specifies a choice, the vote shall be cast in accordance with that choice.

4.5 The proxy shall also identify the person or persons authorized to exercise the proxy and the length of time it shall be valid.

4.6 The proxy holder shall cast the Member's vote by secret ballot.

4.7 Any vote cast by a proxy that conforms to the Governing Documents and not otherwise objected to by the Inspectors of Elections shall be as valid as if such vote was cast in person.

5. QUALIFICATIONS OF CANDIDATES: Qualifications for candidates for the Board of Directors are found in Article V, Section 1 of the Bylaws.

5.1 The affairs of the Corporation shall be managed by a Board consisting of three (3) Directors.

5.2 Must be an Owner of a Condominium in good standing with this Corporation, or an authorized agent and representative of Declarant.

5.3 Under NO event shall a Director be any of the following:

5.3.1 A convicted Felon.

5.3.2 A person convicted of a crime or moral turpitude.

5.3.3 A member NOT in good standing.

6. NOMINATIONS FOR CANDIDACY: Rules for nomination for election to the Board of Directors are found in the Bylaws at Article VI, Section 1.

6.1 Nominating Committee: Nomination for election to the Board of Directors may be made by a Nominating Committee.

6.1.1 The Nominating Committee may consist of a Chairman, who shall Be a member of the Board, and two (2) or more Members of the Corporation.

6.1.2 The Nominating Committee may be appointed by the Board PRIOR To each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each meeting.

6.1.3 The Nominating Committee may make as many nominations for Election to the Board as it shall in its discretion determine, but not fewer than the number of vacancies that are to be filled.

6.2 Nominations may be made from the floor at the annual meeting.

6.3 Nothing shall prevent a Member in good standing from nominating himself or herself for candidacy.

7. QUALIFICATIONS FOR VOTING: The qualifications for voting are found in the Declaration at Article III, Section 1 of the Bylaws.

7.1 Class A: Class A Members shall be all Owners, with the initial exception of the Declarant until the conversion of the Class B Members to Class A Members, and shall be entitled to one (1) vote for each Condominium owned. When more than one (1) person holds an interest in any Condominium, all such persons shall be Members. The vote for such Condominium shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be case with

respect to any Condominium. The Corporation shall recognize the vote cast by a co-Owner, unless another co-Owner shall cast a conflicting vote, in which case both votes shall be null and void, and not recognized by the Corporation. The nonvoting co-Owner or co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Condominium.

7.2 Class B: The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Condominium owned in the Project upon which Declarant is then paying the appropriate monthly Assessments provided for here in below. The Class B membership shall cease and be converted to Class A membership upon the happening of any of the following events, whichever occurs earliest:

7.2.1 The second anniversary of the first close of escrow for the sale of a Condominium pursuant to the original issuance by the DRE of the most recently issued Final Subdivision Public Report for a Phase of the Project;

7.2.2 The fourth anniversary of the first close of an escrow pursuant to The original issuance by the DRE of a Final Subdivision Public Report for Phase 1; or

7.2.3 December 31, 2009.

7.3 Any action by the Corporation which must have the approval of the membership of The membership of the Corporation before being undertaken shall require the vote or written assent of both a majority of the Class B membership as well as a majority of the Class A membership, so long as there are two (2) outstanding classes of membership, unless a specific provision of this Declaration of the By-Laws or Articles of the Corporation requires:

7.3.1 The approval of a greater percentage of the voting membership, or

7.3.2 A vote by Members other than Declarant, or (iii) a specific approval percentage of all the Members. Notwithstanding the foregoing, any action by the Corporation pursuant to the Article contained herein entitled ballot shall provide that, where the Owner specifies a choice, the vote shall be cast in accordance with that choice. In addition, the proxy shall also identify the person or persons authorized to exercise the proxy and the length of time it shall be valid.

7.4 Voting Power During Existence of Class B Membership. As Long as Class B membership exists, no action by the Association that must have the prior approval of the Association Members shall be deemed approved by the Members unless approved by the appropriate percentage of Class A and Class B members, except as set forth in Section 17.4 of the Declaration.

7.5 Voting Power After Conversion to Class A Membership. Upon conversion to a single Class A voting membership, any action by the Association that must have the prior approval of the Members will require approval by at least a majority of the Members of the Association including at least a majority of Members other than Declarant.

8. QUOROM: The rules regarding quorums are found in the Bylaws at Article IV, Section 4.

8.1 The presence, in person or by proxy, of Owners holding at least fifty one percent (51%) of the voting power of the Corporation shall constitute a quorum for the transaction of business at all meetings.

8.2 An adjournment for lack of a quorum shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting date.

8.3 The quorum for such a meeting shall be at least twenty five percent (25%) in person or in proxy, of the total voting power of the Corporation.

9. VESTING: No voting rights shall accrue to any Owner until Regular Assessments have first commenced for such Owner's Condominium.

10. CUMULATIVE VOTING: Cumulative voting rules regarding cumulative voting are found in the Bylaws at Article VI, Section 2. Election to the Board shall be by cumulative voting whenever more than one board position is to be filled.

11. ELECTION PROCEDURES: The following election procedures shall be observed for all elections.

11.1 Ballots and two preaddressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every Member not less than 30 days prior to the deadline for voting. In order to preserve confidentiality, a voter may NOT be identified by name, address, or lot, parcel, or unit number on the ballot. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including all of the following:

11.1.1 The ballot itself is NOT signed by the voter, but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter prints & signs his or her name, address, and lot or parcel, or unit number that entitles him or her to vote.

11.1.2 The second envelope is addressed to the managing agent, who will Be tallying the votes. The envelope may be mailed or delivered by hand to the managing agent.

11.2 All votes shall be counted and tabulated by Inspectors of Election in public at a Properly noticed open meeting of the Board of Members.

11.3 Any candidate or other Member may witness the counting and tabulation of the Votes.

11.4 No person, including a Member or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

11.5 The results of the election shall be promptly reported to the Board and shall be Recorded in the minutes of the next meeting of the Board and shall be available for review by Members.

11.6 Within 15 days of the election, the Board shall publicize the results of the Election in a communication directed to all Members.

12. POLLS: The times polls open and close is as follows:

12.1 Polls open when ballots are mailed or otherwise delivered to the Members.

12.2 Polls close upon approval by the Members present at a meeting to close the Balloting. If no meeting is held, polls close at the cut-off date established by the Board.

These election rules are promulgated in accordance with California Civil Code 1363.03.

SUNRISE AT PARKHILL COMMUNITY ASSOCIATION

VIOLATION REPORT FORM

Anonymous letters or complaints will not be acted upon.

The First step is to Discuss with your Neighbor(s), issues and concerns that are bothering you and try to resolve them.

There must be two Owners representing two separate Lot's to pursue a violation. Please be as specific as possible to allow the board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are an infraction as defined by the Association's legal documents

REPORT FILED BY

Name _____

Address _____

Phone _____ Date _____

Signature _____

Name _____

Address _____

Phone _____ Date _____

Signature _____

VIOLATION INFORMATION

Name _____ Address _____
(Alleged Violator's Name)

Description of alleged violation

Dates and Times alleged violation occurred _____

How often does the alleged violation occur? _____