

Sunrise

**AT ♦ PARKHILL
HOMEOWNERS ASSOCIATION**

RULES & REGULATIONS

Approved & Adopted September 13, 2012

MANAGED BY SO CAL PROPERTY ENTERPRISES, INC.
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**SUNRISE AT PARKHILL HOMEOWNERS ASSOCIATION
COMMUNITY HANDBOOK**

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**SUNRISE AT PARKHILL HOMEOWNERS ASSOCIATION
A PLANNED COMMUNITY**

MEMBERSHIP INFORMATION

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

Sunrise at Parkhill Homeowners Association is a California non-profit corporation consisting of those owners of the lots within the ultimate boundaries of Sunrise at Parkhill.

The purpose of the Sunrise at Parkhill Homeowners Association is to ensure that the Common Area and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of all members, and to provide for the maintenance of offsite slopes and the slopes behind lots 68-71. The architectural controls are in place in order to preserve the aesthetic integrity of the community. As a homeowner, 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 and residents with the greatest enjoyment of the facilities without infringing on other Members or residents and their rights to quiet enjoyment of their homes and community.

Although these Community Guidelines support the Covenants, Conditions and Restrictions (hereinafter 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 HOMEOWNERS ASSOCIATION

COMMUNITY RULES AND REGULATIONS

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.

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 Association 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.

Driveways

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

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 their 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 stains for **wood fencing** located in the Sunrise at Parkhill Community are:
 - a. **BEHR Semi-Transparent Redwood Naturaltone #DP-534**
 - b. **Olympic Maximum Semi-Transparent Stain (formula 107-24 109-1Y 101-1Y16)**

5. The official paint color for **wrought iron fencing** located in the Sunrise at Parkhill Community is:
 - a. **Sherwin Williams Black Bean #6006**
6. **Exterior house paint** must be approved PRIOR by ARC. Contact the HOA Management Office at (951) 270-3700.

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.

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.

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.

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, and 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.

Landscaping - 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.

Landscaping - Installation

1. All homeowners are required to install all of their rear yard landscaping within 6 months of close of escrow.
2. Homeowners who have NOT installed rear yard landscaping and who have closed escrow more than 6 months prior must install their rear yard landscaping within 6 months of receiving this handbook.
3. It is the responsibility of the homeowners in lots 1-28 and 96-100 to MAINTAIN their landscaping on their back slope in a manner that includes: watering, weeding, re-planting, and trimming.
4. Plans for rear yards must be submitted PRIOR to installation in accordance with the Sunrise at Parkhill Architectural Guidelines.

Landscaping - Maintenance

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.” If the Board determines at the hearing that the violation has NOT been corrected, the Board of Directors may impose up to a \$1,000 fine on the homeowner/property/lot.

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.

Outdoor Lighting

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 down-shielded low pressure sodium lamps not greater than 80 watts.

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 pickup trucks having a manufacturer’s rating of 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, or 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 may be defined by 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 designed RV side yards and must be kept behind the gate. The RV gate must be made of wood 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 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 vehicle 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 tenants and guests abide by the parking rules.
10. Parking is not permitted within fifteen (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 to report animal control/nuisance issues.
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 homeowner's yard. NO signs are permitted at the monument or entry of the Community or in any common areas.
4. Signs may NOT be larger than eighteen inches (18") by thirty inches (30") 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 fifteen (15) days.

Satellite Dish

1. A maximum of one (1) satellite dish device may be installed without ARC approval provided it meets all the guidelines set forth below.
2. All satellite dish devices must be smaller than thirty-six inches (36") 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 the 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.

Solar Energy Systems

Owners shall have the right to place and maintain solar energy equipment or any other energy saving devices on their Lots subject to prior approval of: (a) County or other governmental authority having jurisdiction, and (b) the Association ARC. The application or 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.

Trash Collection

1. Trash can 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 twenty-four (24) hours before and after scheduled trash pickup.

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.

Use of Property

1. 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.
2. As in accordance with CC&R code 2.02: Subject to the 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.

Window Covers

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

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:
 - a. The first Friday, Saturday, and Sunday of June each year,
 - b. The last Friday, Saturday, and Sunday of September each year.

SUNRISE AT PARKHILL HOMEOWNERS ASSOCIATION

GENERAL CONDITIONS

1. An oversight of a Covenant, Condition or Restriction (CC&R), 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 (3) days from notification or assessment of penalties.

TENANT RULES

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 their 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 these 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 is rented pursuant to a lease or rental agreement subject to all of the provisions of the CC&R's.

SUNRISE AT PARKHILL HOMEOWNERS ASSOCIATION

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 Fine Schedule is as follows:

Minor Violations:

Fine

First Violation	Warning
Second Violation (same infraction)	\$50.00
Third Violation (same infraction)	\$100.00
Fourth Violation (same infraction)	\$250.00
Each Additional (same infraction)	\$250.00

Major Violations:

\$200.00 per occurrence

i.e. failure to obtain architectural (ARC) approval prior to making an exterior modification, negligent damage to Association property, life threatening or safety violations, etc.

Appearance Violation:

Failure to maintain landscaping and aesthetics to a degree that impacts the aesthetics and integrity of the Community	\$1,000 per occurrence
House Painting without Prior Approval	\$1,500 per occurrence
Yard Sale Violation	\$175 per occurrence