



GENERAL STATEMENT OF RULES AND REGULATIONS

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ARTICLE I – INTRODUCTION & DEFINITIONS

Remember that stack of reading material you received when you purchased your new home at Sun Lakes Country Club? Included were the *Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (CC&R's)*, *Bylaws*, *Articles of Incorporation* and other related material for Sun Lakes Country Club Homeowners Association. The documents describe the composition of the homeowner's association and the responsibilities of the Board of Directors. We encourage you to become familiar with these documents as they also define your rights and responsibilities as a member of the Sun Lakes Country Club Homeowners Association.

The Boards of Directors for the Master Association and the Sub-Associations are empowered by their respective governing documents to enforce established rules and regulations. Rules and regulations ensure an orderly and pleasant community, a high standard of living and a means to protect, preserve and enhance property values.

Residents of the Sun Lakes Country Club Homeowners Association (hereto known as the Association) are held accountable for their own actions as well as those of their guests, tenants and tenant's guests. It is the resident's responsibility to advise their tenants and guests of the Association's rules and regulations.

The Association encompasses approximately 1,000 acres within which are 3,327 residential units. The Association is established as a non-profit mutual benefit corporation under the laws of the state of California. The Association operates and regulates the use of community facilities owned by the Homeowners Association through its Board of Directors and managing agent.

Within the Association there are three (3) Sub-Associations: Lakeside, Lakeside II and Fairway Villas Community Associations. Each of the Sub-Associations function in conjunction with the Association Board of Directors and have their own Board of Directors, committees and budgets.

The Association has two (2) golf courses, a championship and an executive course. Information regarding fees and golf course rules and regulations are available through the golf pro shops. Your membership in the golf properties is non-proprietary and non-transferable; you have no separate ownership interest in the golf course properties beyond your indivisible interest as a member of the Association.

Every other year owners (members) in each District elect a Delegate and an Alternate to represent their District's interests. District Delegates represent their constituents on matters that impact the community. The District Delegates meet regularly to discuss community issues and make recommendations to the Board of Directors. The District Delegates also represent their constituents in electing members to the Board of Directors at the annual meeting of the membership. Voting procedures for the election of board members are outlined in the Association's CC&R's, Bylaws and these Rules and Regulations.

Residents may submit common area maintenance requests and general suggestions regarding the community to the Operations Department, their Delegate and/or Alternate Delegate, and the Board of Directors by filling out a *Resident Request* Form. These forms are available at the main clubhouse and administration office reception desks. Residents are encouraged to communicate, in writing, all requests and suggestions. You may also communicate your concerns by letter or

telephone. All written requests should be returned to either the main clubhouse or the administration office reception desk.

The Association Board of Directors is authorized to establish Committees. Committees function in an advisory capacity at the direction of the Board and provide support to the Board by reviewing and making recommendations on both current and future operational needs and policy issues affecting the community. The 12 committees currently serving the Board are the Bingo Advisory Committee, Finance Advisory Committee, Master Architectural Committee, Lifestyles Advisory Committee, Golf Advisory Committee, Maintenance and Landscape Advisory Committee, Marketing Advisory Committee, Library Advisory Committee, Recreation Advisory Committee, Restaurant and Lounge Advisory Committee, RV Storage Area Advisory Committee, Safety and Security Advisory Committee. Resident volunteers staff the committees and participation by residents interested in serving their community is greatly encouraged. *Volunteer Interest Forms* are available at the main clubhouse reception desk, as well as the administration office reception desk.

The Master Architectural Committee administers the Architectural Standards and Guidelines for the community. The Committee's purpose is to preserve the established harmonious design of the community as a means to protect and enhance property values. It is necessary to obtain the Committee's written approval for all exterior architectural improvements before any work commences. A definition of what constitutes an "improvement" is found in Article II, Section 2.31 of the Association's CC&R's. The approval process is initiated by submitting a *Home Improvement* application with the appropriate supporting materials to the Master Architectural Committee. *Home Improvement applications* are available at the administrative office and on the Sun Lakes website (sunlakescc.com). It is the responsibility of each owner to obtain approval for all architectural improvements.

An owner making unapproved exterior changes will be liable to the Association for the cost of removing and/or restoring unapproved change(s) to their original condition.

Strict adherence to the Architectural Standards and Guidelines will ensure avoidance of potential problems and needless expense.

The Association has also developed an Emergency Preparedness Action Plan (EPAP) which provides a plan of action for the community in the event of an emergency or natural disaster. The plan is very detailed, and each resident plays an important role in its function. A *Directory Information* form is available at the main clubhouse reception desk which requests voluntary resident information for the EPAP directory. Return completed forms to the main clubhouse reception desk or to your district delegate.

Specific rules governing the use of the pools and spas, tennis courts, paddle tennis, fitness room, billiards, bocce ball and other facilities are outlined in Article VI of this document and are available through the recreation department at the main clubhouse reception desk, on the Association's website and are posted at the appropriate facility.

The Lifestyles Advisory Committee assembles the community magazine, *Lifestyles*, which is published monthly.

The Association also has an “in-house” television channel, Channel 97, which is solely devoted to communicating information, events and activities to residents.

Time Warner Cable Service provides cable television service to every residence through a bulk rate service agreement with the Association. If you choose to receive upgraded cable television services (i.e. premium movie channels or sports packages) you will be billed for this service individually by the cable provider. You may contact the administrative office or Time-Warner for more information.

DEFINITIONS

Homeowner or Owner – Person or entity described on the recorded deed of the property (owner of record)

Resident – Physical onsite occupant in the home

Tenant – Lessee of the owner of record physically residing in the property

Guest – Invited person(s) visiting resident

Member – The owner of record

Sun Lakes Country Club Homeowners Association (the Association or Master Association) – The “Master” Corporation governing the community.

Lakeside Community Association – A sub-association of the Master Association consisting of 144 condominium units. The sub-association is a completely separate corporate entity.

Lakeside II Community Association - A sub-association of the Master Association consisting of 134 condominium units. The sub-association is a completely separate corporate entity.

Fairway Villas Community Association - A sub-association of the Master Association consisting of 172 condominium units. The sub-association is a completely separate corporate entity.

Board of Directors – Elected governing body consisting of 5 members of the Association charged with the responsibilities of managing the Association.

Vehicle Access Control Device (V.A.C.D.) – Remote controlled device affixed to a vehicle that wirelessly operates the automated property gates (available to residents only).

ARTICLE II - AGE LIMITATION AND GUEST POLICY

In accordance with the Article XIII of the CC&R’s, Age Restrictions, the community has been developed as a senior adult residential community. Each residence must be occupied by at least one resident fifty-five (55) years of age or older (the qualified resident). All other residents must be at least forty-five (45) years of age or older or meet one of the statutory exceptions to the minimum age limit. Contact the administrative office for more specific information regarding age restrictions

The occupancy restrictions shall not prohibit any resident from entertaining guests and invitees of any age in a residence, provided that such visitation period shall not exceed sixty (60) calendar

days by persons under the age of forty-five (45), whether consecutive or non-consecutive, in any calendar year.

Tenants/lessees are subject to the same age restrictions and privileges as owners.

2.01 HUD/HOPA AGE CERTIFICATION

Sun Lakes Country Club Homeowners Association is classified as a “Senior Adult Residential Community”. That means that each residence must be occupied by at least one (1) resident fifty-five (55) years of age or older. Sun Lakes Country Club Homeowners Association is allowed to have this designation by the federal government under the "Housing for Older Persons Act of 1995" (HOPA), which is overseen by the Department of Housing and Urban Development (HUD).

To maintain the right to exclude people on the basis of their age, HUD requires that “Senior Adult Residential Communities” meet the following criteria:

1. At least 80% of the occupied units must be occupied by at least one person 55 years of age or older;
2. The association must publish and follow policies that demonstrate an intent by the association to provide housing for persons 55 years of age or older; and
3. The association must comply with age verification procedures designed to ensure compliance with 55+ requirements.

To meet age verification requirements, the following documents are deemed “reliable” by HUD: birth certificate, driver's license, passport, immigration card, military ID, and any other local, state, federal or international documentation so long as the document contains information regarding the age of the person. HUD also considers self-certification through an affidavit as a reliable form of verification. An affidavit is a sworn statement under penalty of perjury by an adult member of the household that at least one occupant is 55 years of age or older.

To meet HOPA and HUD requirements, Sun Lakes Country Club Homeowners Association mails an age verification form to homeowners in the community every two (2) years. Homeowners are required to completely fill out the age verification form and return it within the designated timeframe. Due to the importance of Sun Lakes Country Club Homeowners Association retaining this “senior” designation, failure to complete and return the age verification form could result in the duly administered sanctions including, but not limited to, suspension of amenity/voting privileges and/or monetary fines.

2.02 SENIOR, PERMITTED HEALTHCARE RESIDENT/QUALIFIED PERMANENT RESIDENT VERIFICATION REQUIRED

Every occupant of a residential property in the Sun Lakes Country Club Homeowners Association must complete an Age Verification Form to certify his or her eligibility to reside in this senior community. All residents must attach a proof of age (copy of driver's license, birth certificate, passport, etc.) Occupancy must be re-verified at least every two years in accordance with HUD regulations.

In addition to completing the Age Verification Form, every occupant who is or seeks the status of a Permitted Healthcare Resident or Qualified Permanent Resident, as defined in Civil Code Section 51.11, must complete the Qualified Permanent Resident Verification Form and/or the appropriate Physician's Certificate, as applicable.

Because of turnover among Permitted Healthcare Residents and Qualified Permanent Residents and their movement from/to residences outside the Association or from one Sun Lakes Country Club residence to another, accurate recordkeeping requires updated information more frequently than once every two years. Accurately identifying persons eligible for exemption from the senior residency restriction, for gate entry and access via the Association's private streets and identifying the homeowners responsible for the conduct of these residents within the community require at least annual updating. A new Qualified Permanent Resident Verification Form and/or Physician's Certificate must be submitted annually, including when the biennial (every other year) HUD census is conducted.

Homeowners and lessees must notify the Association in writing within 10 days of a Permitted Healthcare Resident or Qualified Permanent Resident moving out of their home.

ARTICLE III - RESIDENT REGISTRATION

Each resident is required to fill out a *Resident Information Form*, available at the administrative office. The *Resident Information Form* provides the Association with all pertinent information regarding your residency and vehicle use at the Association. The form includes space for you to provide important information regarding your frequent guests. Providing this information will make it easier for your guests to enter the community. Be certain that your telephone number is correctly noted on your *Resident Information Form*. *Resident Information Forms* may only be updated at the administration office.

The penalties for failure to register all occupants within five (5) working days of occupancy are as follows:

1st offense – A fine of \$100.

2nd offense within one (1) year of 1st offense – A fine of \$100 and the scheduling of a disciplinary hearing before the Master Board of Directors.

3.01 ENTRY GATE PROCEDURES

When you are expecting guests at your home you must advise the gate attendant in advance of your guest's arrival. If you are expecting a delivery, contact the gate attendant and provide sufficient information to permit the delivery vehicle to enter the community.

In an emergency call 911. The gate attendant has a standing order to admit emergency vehicles at any time and to provide any assistance they may require.

As a courtesy, please dim your lights at night when entering the community through a staffed gate. Residents may also enter and exit the community through the automated gates by using a Vehicle Access Control Device (V.A.C.D.).

3.02 EXIT GATE PROCEDURES

The main gate exit lane is manually controlled by the gate attendant between the hours of 10:00 P.M. and 6:00 A.M. Guests or vehicles without a V.A.C.D must depart the community through the main gate and/or gate 2 after 10:00 P.M. If you have guests leaving during these hours you should notify the main gate to advise them in the same manner as you would if you were calling the gate attendant to advise them of a guest's arrival.

All vehicular and pedestrian traffic entering or exiting the community will be recorded and observed through the use of video cameras.

3.03 AUTOMOBILE DECALS AND VEHICLE ACCESS CONTROL DEVICES (V.A.C.D.)

Each vehicle kept within the Association must be registered with the administration office. This is accomplished when you fill out your *Resident Information Form*. At that time, you will be assigned an automobile decal for each of your vehicles. You must place your decal on the appropriate vehicle in the lower driver side corner of the windshield. You may also obtain a V.A.C.D. at the same time you fill out your *Resident Information Form*. V.A.C.D's are individually issued and a fee will be collected for each V.A.C.D. issued. If your V.A.C.D. is lost or used by an unauthorized party it will be deactivated and you may be subject to a fee before a new V.A.C.D. will be issued or reactivated.

1. Remove your automobile decal(s) from your windshield, and V.A.C.D.(s) from your headlamp when you sell your vehicle(s) or move from the Association. Turn in the automobile decal(s) to the Administration Office within 30 days of selling the vehicle, vacating the property, or moving from the Association. Failure to do so will result in a two-hundred-dollar (\$200.00) fine being assessed to your account.
2. When you purchase a new vehicle, or replace a windshield notify the administration office of this change; and, to obtain a new decal and assistance with replacing your V.A.C.D. A bill of sale or other proof of ownership that identifies you as the legal owner of the automobile is required for registration with the Association. A fee will be charged for the new V.A.C.D.
3. If you own more than one (1) home within the Association you will only be issued decals and V.A.C.D's for vehicle(s) kept at your primary residence. Your tenants will be issued decals and V.A.C.D(s) separately for their vehicles. Please note, there are fees associated with the issuance of decals and V.A.C.D.'s for tenants.

3.04 RENTAL/LEASE OF A HOME - ASSIGNMENT OF PRIVILEGES

The Association requires that tenants be registered with the Association through the administration office. When the Owner(s) of record is not residing at the property, facility use privileges must be assigned to the tenant(s). Tenant registration must be completed within three (3) days of occupancy.

1. All tenants shall be subject to the age limitations set forth in Article XIII, Section 13.01 of the CC&R's, Age Restrictions (Civil Code §51.11).
2. All members who are lessors will be subject to the provisions in Article XVIII (Rental and Leasing of Residences), Sections 18.01 - 18.07.

3. No owner shall be permitted to rent or lease his/her/their property for a period of less than 30 consecutive days. An accessory dwelling unit ("ADU") or junior accessory dwelling unit ("JADU") may be installed upon a Lot following prior application to and receipt of architectural approval from the Master Architectural Committee and receipt of approval and a permit from the City of Banning. Any such ADU or JADU may be rented or leased by the owner for residential purposes, subject to the CC&Rs and the Rules and Regulations, for a term of not less than 30 consecutive days.
4. Upon the rental or lease of a residential property, all previously issued facility use automobile decals and V.A.C.D's must be returned to the administration office. The owner or tenant must submit a refundable deposit for each automobile decal and a non-refundable fee for each V.A.C.D the tenant requires during their occupancy. The Association will keep the deposit for each unreturned automobile decal.
5. The owner must register their tenant(s) with the Association to transfer their facility use privileges to their tenant(s). This is accomplished by completing an *Assignment of Privileges Form*. A processing fee of \$25.00 must be paid at the time the *Assignment of Privileges Form* is submitted to the Association. The *Assignment of Privileges Form* must be signed by both the owner and tenant and be submitted to the administration office. Facility use privileges cannot be shared between owners and tenants. Once facility use privileges are assigned to a tenant, the owner no longer has the right to use the community facilities. However, certain access rights to the property remain with the owner. See the administration office for more information.
6. Once the owner has returned all outstanding automobile decals and V.A.C.D.'s, and the Association has received the necessary completed forms and deposits, the tenant(s) will be able to purchase the necessary automobile decals and V.A.C.D.'s. The owner is still liable to the Association for all automobile decals and V.A.C.D.'s issued to their tenant(s). The management staff will, upon request, provide copies of all processed forms to the owner.
7. With each new rental it will be necessary for the owner to submit a new *Resident Information Form*, an *Assignment of Privileges form*, a copy of the lease agreement and pay the \$25.00 processing fee. All automobile decals and V.A.C.D.'s must be returned to the administration office.

ARTICLE IV – GENERAL RULES

4.01 HOURS OF OPERATION

Administration Office: Monday through Friday: 8:00 A.M. to 12:00 P.M. and 1:00 to 5:00 P.M.
Excluding holidays

Main clubhouse: Sunday through Thursday: 6:00 A.M. to 10:00 P.M.
Friday and Saturday: 6:00 A.M. to 11:00 P.M.

North clubhouse: 6:00 A.M. to 10:00 P.M. Daily

South clubhouse: 5:30 A.M. to 10:00 P.M. Daily

Main Pro-shop: 6:30 A.M. to 5:00 P.M. Daily

Exec Pro-shop: 7:00 A.M. to 4:30 P.M. Daily

Residents and guests of the community are required to vacate the facilities at the proscribed closing times. Special events and activities approved by the recreation director will be exempt from the closing time rules for that event only. Closing times for authorized events beyond regular hours of operation will be thirty (30) minutes after the conclusion of the event.

4.02 COMMUNITY

1. Trash containers will be covered and are to be stored in the garage or behind approved screened fencing so as not to be visible from the street, any public right of way, common area, or golf course. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in covered, sanitary containers, and shall not be placed on the streets for pick-up or otherwise exposed to the view from the street or common areas except for a reasonable period of time not to exceed twelve (12) hours after scheduled trash collection hours.
2. Consideration for the peaceful enjoyment of one's residence, with respect to unreasonably loud or disturbing noise, must be observed at all times. This includes, but is not limited to, television, radios, stereos, late parties, barking dogs and other excessive noise.
3. Only battery powered golf carts (excluding golf course maintenance vehicles) are permitted on the Association golf courses. Specification for acceptable golf carts are available in the pro shop. Obtain this specification document before purchasing a golf cart that will be used on Association golf courses. All golf carts must be registered with the administration office. Contact the golf pro shop for information on registering your golf cart.

SUN LAKES COUNTRY CLUB GOLF CART STANDARDS

The purpose of the following standards for electric carts, or other conveyances, suitable for use on the golf courses is for turf protection. Therefore, weight, tire types and tread are most important.

1. A privately-owned golf cart must be battery powered.
2. Curb or dry weight must not exceed 1,300 pounds.
3. The minimum width of cart tires must be 8 inches.
4. Any exceptions to the golf cart standards (i.e. specialty carts, golf boards, scooters, etc.) must be approved by the Golf Advisory Committee.
5. Permission for an exception must be presented in writing. With a picture of the vehicle and its tires (specs of weight and tire width and type) to the pro shop staff. The staff will submit the request for an exemption to the GAC for a ruling. The GAC meets on the second Monday of the month. The committee will hold a special meeting to review the application if necessary.
6. Golf carts approved for golf course use prior to the adoption of this policy will be allowed.
7. Purchase of new tires for a previously approved cart must meet the tire standards.
8. The following graphically shows acceptable and unacceptable tire types and tread patterns.

ATTACHMENT A: TYPICAL TIRE AND TREAD TYPES

Acceptable Tread Patterns:



Unacceptable Tread Patterns



4. Only persons sixteen (16) years of age and older may operate an automobile, motorcycle, golf cart and all other motorized vehicles within the community.
5. Golf carts not licensed by the California Department of Motor Vehicles must be parked in areas designated for golf cart parking. Golf carts are not to be driven or parked on sidewalks, walkways, entrance areas or near pool and spa areas.
6. Door to door solicitation and/or distribution of materials not directly related to the operation of the Association, and approved by the Board of Directors, is prohibited.
7. Garage doors/garage door screens must remain closed at all times except when the garage is in use. However, garage doors are permitted to be left ajar no more than one (1) foot to allow for ventilation only if needed during daylight hours.
8. Residents and their guests must not interfere with the work of association contractors or direct the contractor's employees in performing their work. Resident requests for work order items must be directed to the administration office via a *Resident Request Form*, letter or telephone call.
9. Roller skates, roller blades, skateboards, scooters (i.e. "Razors") and the playing of ball games are prohibited within the common areas of the community, including all golf course property.
10. Tampering with any sprinkler head or other irrigation control device in the common area is strictly prohibited. All requests for service on common area or golf course irrigation equipment must be directed to the administration office.
11. The automated entry gates are for resident use only. Persons caught tampering with or breaking the barrier arms at the automated gates, after due process, will be charged \$50.00 in addition to repair costs (if applicable).

12. Riding bicycles, motorcycles, mopeds, scooters or other related vehicles on any planted area, sidewalk, walkway or golf course turf area is strictly prohibited.
13. Residents will be held accountable for the actions of their guests, tenants and tenant's guests. It is the responsibility of every resident to advise their guests, tenants and tenant's guests of the Association's rules and regulations.
14. A resident must accompany their guests when attending or participating in a community activity. Notwithstanding the aforementioned rule, non-residents may play Bingo without being accompanied by a resident. Guests are prohibited from using the fitness rooms and the south clubhouse pool and spa.
15. A courtesy telephone is available to residents for local calls; see the Main clubhouse reception desk for directions.
16. Neither the Association nor its staff is responsible for lost, stolen or mislaid personal belongings.
17. Appropriate attire is required in the restaurant, bar and community facilities. Copies of the restaurant dress code are available at the hostess station. Golf shoes are not permitted in clubhouse facilities. Dress code requirements for the golf course may be obtained at the golf pro shop.
18. Association property is not to be taken from the premises or secured in lockers designated for personal use. Overnight use of community facility lockers is also prohibited.
19. Loitering is prohibited in the community facilities.
20. Smoking of any kind, including "e-cigarettes" is prohibited in and around (within twenty-five (25) feet) all Association buildings, including the veranda.
21. Use of the crafts room kilns by anyone not qualified to do so is strictly prohibited.
22. Disorderly conduct, the use of abusive or profane language, or behavior infringing upon the rights or privileges of other residents, guests or staff is strictly prohibited.
23. The Association reserves the right to request any person to leave the community facilities if they violate any of the Association's Governing Documents.
24. Deliveries of all types should be Monday through Saturday. Special arrangements should be made with the gate attendant for Sunday and Holiday deliveries (furniture, appliance and moving van deliveries only). Community patrol will issue a warning for noise issues for the first occurrence. If the noise persists, the delivery person will be asked to cease and desist and return the following day.
25. Clubs, groups and individuals inviting non-residents to the Association for activities and events must provide, to the main gate, a list of names at least one (1) week in advance.

There must be a responsible party for each organization (i.e., President of the Drama Club, etc.). Organizations include the follies and similar activities, golf tournaments and entertainment organizers.

26. Funerals require a contact person in the Association and a name of the funeral party to be left at the main gate. Individual entrant names are not expected – they just need to identify what funeral (i.e. last name).
27. Community garage sales are held twice a year; May and October. In each month, the 23 community districts are divided up over three Saturdays. The recreation department will assign each district a garage sale date and advertise the community event. The garage sales are scheduled from 8:00 a.m. to 4:00 p.m. After 4:00 p.m., all items that were not sold need to be brought inside. No items can be left outside overnight.
28. The community garage sales are not open to the public.
29. Individual garage sales, other than on the scheduled community garage sale dates, are not permitted.
30. Estate sales, for the purpose of liquidating the belongings of a family or estate, are permissible under the following guidelines:
 - a) The administration office must be given 48 hours' notice.
 - b) A list of potential non-residents must be provided to the guard gate 24-hours in advance.
 - c) Non-residents who are not on the guest list are not allowed on property.
 - d) No sale items are allowed outside the property.
 - e) The garage door must be kept closed during the sale.
 - f) The estate sale may begin no earlier than 8:00 a.m. and conclude no later than 6:00 p.m.
 - g) No advertising is allowed on Sun Lakes common area.
 - h) All applicable rules and regulations including parking must be followed.
 - i) Estate sales may be conducted on Fridays and Saturdays only, excluding New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
31. With the North and South Clubhouses being in close proximity to the adjacent homes, it now stands that for all events, when entertainment (band/DJ) are present, all doors to the room being used must be closed. If for any reason the door(s) have to be opened, music must come to a stop until the time that the door(s) are once again closed.

4.03 SUN LAKES COUNTRY CLUB NAME AND COMMUNITY FACILITY USE

To ensure that the Association name is used by authorized clubs/groups and to clearly define the use of the community facilities, only clubs/groups that have been approved by the Association Board of Directors are permitted to use the words Sun Lakes Country Club in conjunction with their name.

4.04 UNAPPROVED USE OF COMMUNITY FACILITIES

It is not the intent of the Board of Directors to discriminate in any way in determining what types of functions may take place within the community facilities. The intent of these restrictions is to establish limitations for use of community facilities for the purpose of maximizing the general use of the facilities by association members and their guests.

Acceptable activities are defined as follows:

1. Association Sponsored Activities (i.e. various classes, entertainment, farmers market, wine tasting, golf product demonstrations, visiting golf pro demonstrations, etc.).
2. Association organizations may sponsor vendors for classes and/or demonstrations with approval from the Board of Directors and the recreation department.
3. Other vendors may be permitted to use the facilities, for the benefit of the residents, upon approval of the Board of Directors.

4.05 CONTRACTORS

1. Owners are responsible for making arrangements with the gate attendant for their contractor to enter the community.
2. Contractors driving within the community must have a valid driver license and automobile insurance for all of their vehicles; and, should be prepared to show proof of such when requested by the Association's gate attendant, community patrol or planning and compliance personnel.
3. Soliciting business while working within the community is strictly prohibited.
4. Work days for contractors may start no earlier than 7:30 A.M. and end no later than 5:30 P.M. This applies to set-up in the morning and clean-up in the evening. Work is permitted Monday through Saturday excluding the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No work, excluding emergencies, is permitted on Sundays or holidays. "Emergencies" refers to any work that is deemed necessary for health and safety.
5. Contractors are responsible for disposing of their materials and waste. Disposal of materials and waste must be done off-site.
6. Association streets must be cleaned daily where work is taking place.
7. Dumping on Association property is strictly prohibited.
8. Contractors with non-English speaking employees who require access to the community, without the contractor's presence, must provide that employee with an identification card stating the employer's name, direct supervisor and employee signature.
9. Contractors and their employees are prohibited from possessing or consuming any alcoholic beverage or narcotic on Association property.

10. Contractors and/or their employees found under the influence of alcohol or narcotics will immediately be escorted off the premise and the local police will be notified.
11. Contractors and/or their employees who violate these regulations are subject to legal action and may be prohibited from entering the community.
12. All health care providers and medical personnel must provide identification and their destination or phone number before entering the community. If parties refuse, they will be denied entry.
13. The restrooms and ice machines in the Association are for resident use only. Planning and compliance and security roving patrol will be strictly enforcing this rule. Persons failing to comply with this request will be immediately asked to leave the premises.

4.06 TREE REPLACEMENT POLICY

1. All replacement trees will be fifteen (15) gallon in size and will be planted as near as practical to the location where the original trees were planted.
2. Any Owner whose property is immediately adjacent to the common area where a replacement tree is to be planted will be given an opportunity to select the species of tree to be planted from the approved list of replacement trees.
3. Owners may have a tree larger than fifteen (15) gallons planted in the common area adjacent to their property provided they (the owners) are willing to cover all additional plant material and labor costs associated with purchasing and planting a larger tree.
4. All disputes regarding the location of replacement trees shall be referred to the Master Architectural Committee whose decision shall be final.
5. All trees removed after the effective date of this policy must be replaced with an equal number of trees.
6. It is the standard operating procedure for the Association that all trees being removed on common area property, must first be reviewed by a certified arborist. To be removed, the subject tree must either be dead, dying, diseased, dangerous or causing damage to property. Once removed a replacement tree will be replaced in the near area. The Association does not support the concept of "topping" trees for "view" purposes.

This policy shall not apply to the common areas of the Sub-Associations within the Association.

4.07 DOCUMENT DUPLICATION POLICY

1. The Association's duplicating equipment is for the use of Board Members, District Delegates, Committees and on-site staff. Copies made by, for, or on behalf of the above-identified entities have been determined to be necessary and proper in order to carry out the business objectives of the Association.

2. One (1) copy will be provided to individuals not included in one of the categories identified above under the following guidelines:
 - a. Copies of Association documents will be provided only to those individuals entitled to obtain such document.
 - b. Copies of current year Association, Golf Operation and/or Food and Beverage Department financial statements (Balance Sheet, Income Statement, Cash Savings Statement, Schedule of Year-To-Date Reserve Activity and Schedule of Year-To-Date Reserve Expenditures) shall be provided at no charge.
 - c. Copies of all other Association documents including, but not limited to, supporting financial schedules and statements, invoices, contract, bid packages, correspondence and memorandums shall be charged at the rate of \$.15 per page.
 - d. All requests for copies of Association documents must be in writing.
 - e. Payment for copies made under this policy must be made at the time the written request is honored.

4.08 LIFESTYLES ADVISORY COMMITTEE PUBLICATION GUIDELINES

1. Articles submitted for publication should be of general interest to Association residents and must bear the name, address and telephone number of the author.
2. All articles must be typewritten or computer-generated and double-spaced.
3. The Lifestyles Advisory Committee shall have the right to determine the acceptability of the articles submitted for publication. In making this determination, the Committee shall not publish articles that promote or endorse a particular commercial, legal, financial, religious, medical, unlawful, or unauthorized activity or event.
4. Articles are prohibited from containing obscene or offensive language.
5. Articles publicizing events or activities outside the Sun Lakes community are prohibited.
6. The publication of questionable articles shall be delayed until the Committee and the Board of Directors (if necessary) can determine if the article is suitable for publication.

4.09 NEIGHBOR-TO-NEIGHBOR DISPUTES

The Association encourages neighbors to make a reasonable, and good faith effort to solve problems peacefully amongst themselves. Often times, a neighbor does not realize that his or her conduct is bothersome to others and merely knocking on the door and discussing the problem will bring a speedy result, without the need for courtesy letters, violation letters, hearings, and the like. If a homeowner or resident believes that a neighbor is violating the rules and regulations, the homeowner should make a reasonable effort to resolve the matter directly with the neighbor.

If the homeowners are not willing or able to resolve the matter themselves following a good faith effort to do so, the complaining homeowner or resident may attempt to solve a CC&R violation or nuisance problem individually, or in conjunction with other impacted neighbors by contacting the Association.

For matters pertaining to governing document violations, if a homeowner is not able to solve the problem on his or her own, the homeowner may submit a written complaint to the Association's planning and compliance manager for review by the Board of Directors. The written complaint shall describe in detail all efforts made to resolve the dispute, and shall explain the reasons, if any, given by the adjacent or nearby property owner(s) as to why the matter could not be resolved privately.

The Board of Directors shall review the complaining homeowner's written complaint and will determine on a case-by-case basis, whether the condition described constitutes a violation. If the Board concludes that a violation exists, the Board will determine whether all or any of the Association's enforcement options, as provided in the CC&Rs and the Association's Rules and Regulations, should be pursued by the Association. If the Board determined that no violation exists, the Association will take no further action, and the matter will be left to the affected homeowners to resolve as they see fit. In either case, the complaining homeowner will be notified of the Board's decision.

It should be noted that there is no guarantee of confidentiality to the complaining party once a written complaint has been submitted.

However, for matters of a civil nature (not relating to association governing documents), as a means of resolving disputes outside of court, private mediation or arbitration services are available to homeowners through local retired judges and attorneys. Please contact the local chapter of the Community Association Institute (a national nonprofit organization) at 951-784-8613 for the names of mediators and arbitrators.

If efforts to work through problems with a neutral mediator or arbitrator are not successful, please contact the Association's management office to investigate if further resources are available.

4.10 MANDATORY POINT-OF-SALE SYSTEM

Use of the Association's golf operations, food and beverage operations, and other amenities which utilize the Association's POS system requires that customer (end user) data be entered into that system. All persons using the Association's golf operations, food and beverage operations, and other amenities consent to the collection and use of their end-user data in the POS system in accordance with the Clubessential's Terms of Service and Privacy Policy, the terms and conditions of which may change from time to time (<https://www.clubessential.com>). The Association makes no warranties or representations regarding the security or confidentiality of the end-user data collected.

ARTICLE V – PLANNING AND COMPLIANCE

5.01 PARKING AND TRAFFIC

1. All streets within the community are private.
2. Parking within the Association is for residents, authorized guest and Association employees only. No public parking is permitted. Any unauthorized vehicles will be subject to removal by towing.
3. Between the hours of midnight and 6:00 A.M. registered residents' vehicles shall park their vehicles in their garages. No vehicle shall be permitted to extend beyond the end of the driveway or onto a walkway, curb or street.
 - a. New residents may obtain a thirty (30) day pass from the administration office receptionist. Anything in excess will be approved on a case by case basis by the planning and compliance manager.

- b. Special permits for residents can be issued through the Administration Office for a period not to exceed thirty (30) days. Anything in excess will be approved on a case by case basis by the Board of Directors. All special temporary permits issued by the Board of Directors shall be subject to the conditions imposed by the Board of Directors. The Board of Directors may reconsider a special temporary permit at any time, depending on the individual circumstances.
4. Street and driveway parking is available for guests of residents except within Sub-Associations. Guests must have their Guest Pass displayed in the window of their vehicle at all times while parked within the community. Occupancy restrictions shall not prohibit any resident from entertaining guests and invitees of any age in a residence, provided that such visitation period shall not exceed sixty (60) calendar days, whether consecutive or non-consecutive, in any calendar year.
 - a. No resident may obtain an overnight pass for more than six (6) calendar days, whether consecutive or non-consecutive. After the sixth (6th) day, the resident may not obtain another overnight pass, for any registered vehicle, for a minimum of sixty (60) days, without prior written approval by the Board of Directors.
 - b. Overnight passes are non-transferable and must remain in the vehicle for which it was assigned.
5. The Sub-Association Boards of Directors have established separate parking regulations for their respective communities.
6. The speed limit on all Association private streets is 20 MPH, with the exception of Country Club Drive and Gleneagles Drive, which is 25 MPH. The Sub-Associations speed limit is 15 MPH. Drivers are also required to stop at all posted stop signs and refrain from reckless driving at all times. All vehicular traffic and Department of Motor Vehicle regulations and California Vehicle Code apply.

The schedule of enforcement and penalties for violation of the above rule are as follows:

For Residents and Guests:

1st offense – A violation notice will be sent to the sponsoring resident and/or homeowner.

2nd offence within the calendar year of the 1st offense – A violation notice will be sent to the sponsoring resident and/or homeowner.

3rd offense within the calendar year of the 1st offense – The scheduling of a disciplinary hearing before the Master Board of Directors where the sponsoring resident and/or homeowner may be subject to the suspension of all vehicular access control devices for thirty (30) days.

- 4th offense within the calendar year of the 1st offense – The scheduling of a disciplinary hearing before the Master Board of Directors where the sponsoring resident and/or homeowner may be subject to the suspension of amenities and privileges (including all vehicular access control devices) for thirty (30) days.
7. Residents driving their vehicles to the main clubhouse to take buses for excursions or extended trips sponsored by the recreation department or approved clubs or groups must park their vehicles on the perimeter of the main clubhouse parking lot.
 8. Use of the clubhouse parking lot by individuals participating in privately sponsored trips is prohibited.
 9. No resident shall park any vehicle on any portion of the subject property except wholly within his respective garage or open parking area. Open parking areas can also be defined as marked parking spaces in the Association (See Article X, Section 10.15c of the CC&R's). A parking permit is required for overnight parking in any open parking areas.
 10. If you are disabled and have a state issued disabled vehicle placard, you may park your unlicensed cart in the "handicapped only" or "licensed vehicle only" spaces, after obtaining a SLCC Golf Cart Disability Permit decal, from the administration office. You may park in any designated parking place in the Association from 6:00 A.M. to 12:00 A.M. (midnight).
 11. Only persons sixteen (16) years of age and older may operate an automobile, motorcycle, golf cart and all other motorized vehicles within the community.
 12. Golf carts not licensed by the California Department of Motor Vehicles must be parked in areas designated for golf cart parking. Golf carts are not to be driven or parked on sidewalks, walkways, entrance areas or near pool and spa areas.
 13. The Board of Directors must approve all exceptions.
 14. Community patrol may issue a "Notice of Violation" by attaching the card (2nd copy) to the vehicle in violation; by personal exchange, if appropriate; or, by mailing a copy of the Notice of Violation to the responsible owner

5.02 PETS

1. Household pets may be kept for pleasure/companionship purposes provided the animals are not a nuisance to surrounding neighbors and/or the community at large. A nuisance, for the purpose of this restriction, is defined as a disruption of a resident's peaceful enjoyment of either their own or common area property.
2. All pets (including cats) must be kept under the owner(s) direct control and leashed at all times when outside the owner's residence.
3. Owners are responsible for picking up after their pets. Owners are responsible for disposing of their pet's waste (defecation) in a proper trash receptacle at their residence.

4. Pets are not permitted in clubhouse facilities or on the golf courses.
5. Residents may have up to two (2) domestic pets at their residence.
6. Residents experiencing problems with neighborhood pets should contact the administration office.
7. All dogs are to wear identification tags and/or have a chip inserted.
8. If a dog is picked up by community patrol or a homeowner and cannot be identified, it will be turned over to EPAP Animal Rescue. If the owner is later located, he or she may be fined \$25 and charged a \$5 per day maintenance fee after a duly noticed hearing by the Safety and Security Advisory Committee. The dog will be relinquished only when the owner proves the dog is properly identified.
9. If the owner of the dog is not found within thirty (30) days, or at the discretion of EPAP Animal Rescue, the dog will be offered for adoption or turned over to Beaumont Animal Control.
10. The Association follows and enforces all ADA Pet/Service Animal guidelines as they pertain to the common areas.
11. Dog “walking” any pet using a vehicle within the Association is not permitted. “Vehicles” are defined as cars, trucks, golf carts and bicycles. Persons exercising their animal on a leash must be on foot.

5.03 BUSINESS/COMMERCIAL ACTIVITY AT A RESIDENCE

No lot or residence shall ever be used, caused to be used, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending, or other such nonresidential purpose. The provisions of this section shall not preclude professional administrative occupations without external evidence thereof, for so long as such occupations are conducted in conformance with all applicable governmental ordinances, and are merely incidental to the use of the residence as a residential home. Such use may not result in abnormally high vehicular traffic at or around the residence.

Door to door soliciting or advertising for any type of commercial nature is prohibited.

5.04 RESIDENTIAL SALE AND OPEN HOUSE POLICY

Residential open houses are permitted in the Association. Owners must comply with the following guidelines:

1. Any owner wishing to conduct an open house must provide written notification to the planning and compliance department at least forty-eight (48) hours prior to conducting the open house.

2. During the time that an open house is being conducted the owner, current resident or a licensed real estate agent must be present at the property.
3. The owner, current resident or a licensed real estate agent shall submit a list of potential attendees to the manned gate so non-residents may gain admittance to the open house property. The listing agent or his/her representative must accompany prospective buyers, into the community, if this information is not provided
4. The owner, current resident or a licensed real estate agent may also admit attendees (identified by name) to an open house via telephone to the main gate attendant.
5. Open houses may begin no earlier than 8:00 A.M. and must conclude no later than 6:00 P.M. Guest passes to attend an open house will be good for three (3) hours.
6. All vehicular parking at an open house must comply with the Association's parking rules and regulations.
7. All other applicable rules and regulations must be followed.

5.05 COMPLIANCE INSPECTION POLICY

1. Purpose and General Statement

Maintenance and repair of all privately owned properties within the Association is governed by, among other documents, the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements (CC&R's); the Architectural Standards and Guidelines; and, the Associations Rules and Regulations, including all of the amendments thereto (together, the "Governing Documents"). The Governing Documents work to protect and preserve property values within the Association through their rigorous standards and enforcement procedures.

This Compliance Inspection Policy ("Policy") is hereby adopted by the Master Architectural Committee and the Board of Directors for the purpose of enforcing the Governing Documents. This inspection information provided to the members, especially seller/transferees ("owners") of properties within the Association, may: (1) help identify violations of the Governing Documents in their properties so that the same may be cured in advance of sale/transfer; and, (2) help provide owners with the information that they need to transmit to the buyers/transferees ("buyers") of their properties during the course of the sale or transfer.

The goal of this Policy is to promote compliance and ensure the property within the Association that is sold or otherwise transferred is in compliance with the Governing Documents, upon close of escrow/transfer, or that a promise has been secured from the buyer to cure the violations, within a reasonable time.

The procedure contained in this Policy is applicable to all record owners of properties within the Association no matter how they took title, (for example, as purchasers, as a trustee or executor, or through inheritance) and to any transfers of the interests of those record owners. This Policy is not the exclusive means of either inspecting properties or enforcing the Governing Documents and nothing herein shall be construed as limiting

the Association's rights or remedies pursuant to the Governing Documents or California Law.

2. Voluntary Inspection

Any owner may request a voluntary inspection at any time by submitting to the Association an *Inspection Request* form. A \$50.00 inspection fee will apply. A voluntary inspection shall be scheduled to take place within twenty-one (21) days of the Association's receipt of request.

The Association recommends that any owner who is contemplating selling his or her unit ("subject property") request a voluntary inspection in advance of listing the subject property or entering escrow. By doing this, the owner will get an inspection report listing the existing violations at the subject property and will have an opportunity to cure them before entering into negotiations to sell the subject property. Additionally, an owner who requests a voluntary inspection will not be required to authorize the release of any information from the voluntary inspection.

Please note that properties of owners who choose to get voluntary inspections will still be the subject of pre-sale inspections once the Association has been contacted by the escrow company for the owner and buyer (as is described below).

3. Pre-sale Inspection

Upon a request from an owner, or from an owner's and/or buyer's authorized escrow company, for the information to be provided to the buyer pursuant to California Civil Code Section §4525(a)(5), the Association shall schedule an inspection of the subject property. Such inspection shall be scheduled to take place within seven (7) working days of the Association's receipt of a request.

Should the requestor, or other representative of the owner, require the Pre-sale Inspection to be completed sooner than the deadline permits, the requestor may submit a completed Pre-Sale Compliance Inspection Rush Form and the payment of two hundred and fifty dollars (\$250.00) payable to Sun Lakes Country Club HOA at the Administration Office. The Pre-Sale Compliance Inspection will then be completed and returned to the requestor within two (2) working days of the receipt of the request. The rush status for the Pre-sale Inspection may only be purchased at the Administration Office.

Upon the scheduled inspection, an inspector from the office of the Association's planning and compliance department will make an inspection of the exterior of the subject property. All subject properties will be subject to inspection using the standards in place at the time of the inspection. Should the owner feel that a different standard is appropriate; the owner may address the Association with these concerns on an individual basis.

During the inspection, the inspector will take note of all apparent violations of the Governing Documents on the date of the inspection. Possible violations include, but are not limited to, improvements which were completed without prior approval of the Master Architectural Committee ("MAC") or that were not completed in accordance with the prior approval (see Article XII of these Rules). The inspector may also make note of the

fact that the subject property is in need of, or will soon be in need of, paint or other maintenance. (Note that some violations may not be apparent at the time of inspection; nevertheless, the Association does not waive the right to require any and all violations be cured.)

The Association shall provide a copy of the inspection report to the owner or shall forward the same via first-class mail. The inspection reports shall contain a statement that the owner is entitled to attend an executive meeting of the Board and to address the Board regarding the inspection report. The date of the meeting the owner is entitled to attend shall be scheduled no less than ten (10) days from the date the owner submitted a request for such meeting.

4. Curing of Violations in Inspection Report

a. Owner Should Cure Violations

An owner should endeavor to cure all violations of the Governing Documents at the subject property before close of escrow. All provisions of the Governing Documents apply to any work the owner does to cure violations. For example, for unapproved improvements, the owner is required to secure approval through submission and approval of a *Home Improvement Application*. Any improvements which remain unapproved should be removed by close of escrow.

b. Buyer's Agreement to Cure Violations

If there is insufficient time for the violations to be cured by the owner, the owner may enter into an agreement with the buyer and the Association obligating the buyer to bring the subject property into compliance with the Governing Documents. The executed *Buyer's Agreement* form must be submitted to the Association before the close of escrow. Entering the *Buyer's Agreement* will benefit the buyer in that the Association will agree not to pursue enforcement actions for the violations listed in the *Buyer's Agreement* until the buyer has had a reasonable amount of time in which to cure such violations.

c. Owners Time to Cure

Any owner who is advised of violations following an inspection, but who is not in the process of selling his/her property (either because the inspection was not a pre-sale inspection, or because for whatever reason, the sale of transfer of the subject property was not completed after the pre-sale inspection) shall be given a reasonable period of time by the Association to cure any violation before the Association commences any enforcement action.

5.06 SIGNS

1. One (1) sign per residence advertising a residence For Sale, Lease or Rent is permitted. Signs advertising a residence For Sale, Lease or Rent may not exceed six (6) square feet in size, must not exceed a maximum total height of forty-eight (48) inches, and must be removed promptly upon the close of escrow. All sale, lease or rental information must be contained within the six (6) square foot area of the sign. Flags, banners, balloons and additional promotional items of any kind are prohibited.
2. One (1) security company sign per residence is permitted. Security company signs must not exceed one (1) square foot in area.

3. Signs must be of quality construction and of professional design.
4. Signs must be mounted on metal stakes.
5. Only one (1) sign may be located in the front or back area of a residence.
6. Noncommercial signs, posters, flags and banners are permitted. Noncommercial signs may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces; and, must be no more than nine (9) square feet in size. Banners must be no more than fifteen (15) square feet in size. Event signs must be removed when the event is over.

5.07 FLAGS AND FLAG POLES

1. The display of the flag of the United States shall be permitted in accordance with applicable law.
2. Except as required by law, if a permanent flagpole is to be erected, approval of the Master Architectural Committee is required prior to the installation, and the height can be no more than twenty (20) feet when measured from the original grade, even if the flagpole is not attached at the ground level.
3. Noncommercial signs, posters, flags and banners are permitted; only in accordance with applicable law. Event signs must be removed when the event is over.

5.08 HOLIDAY/DECORATING

Appropriate holiday decorations may be displayed outside a residence to commemorate recognized holidays. Decorations may be displayed for thirty (30) days prior and ten (10) days after holidays.

5.09 RECREATIONAL VEHICLE STORAGE AREA RULES AND REGULATIONS

The residents of Sun Lakes Country Club (SLCC) operate and maintain a Recreational Vehicle Storage Area (RVSA) within the confines of Sun Lakes properties. A limited number of parking and storage spaces are available in the RVSA. Parking of recreational vehicles and conforming qualified equipment, hereafter referred to as vehicle(s), shall be limited to RV type equipment as outlined in the RVSA Rules and Regulations under item #8. At no time will storage of equipment used for business purposes be allowed. Residents of Sun Lakes can best be served by a first come first serve philosophy when dealing with the assignment of sites within the RVSA. Also, it is in the best interest of the facility to fully utilize the designated space available within each parking site.

1. Current residents, in good standing, interested in leasing a space in the RVSA should contact the operations department in the administration office for copies of the RVSA Rules and Regulations, SLCC lease agreement and information regarding cost and availability. Requests to sign-up on the waiting list(s) must be in writing and submitted to the director of operations.

2. All vehicles parked in the RVSA must conform to the defined recreational vehicle(s) as stated, in #7 of the Rules and Regulations. When executing a lease agreement, a lessee must present a current vehicle registration and proof of insurance for the defined vehicle(s) that is/are to be parked in the leased space. The registration and proof of insurance must be in the name of the resident lessee.
3. A RVSA lease runs from January 1 – December 31. Lease renewal agreements or notice of non-renewal will be mailed out no later than November 15th, along with an attachment that will have 2 dates and times in January, that the Committee will be in the lot installing new stickers to the qualified vehicles. It will be the lessee responsibility to present the vehicles on those dates at the listed times. Leases must be signed and returned to the SLCC administration office with the associated annual fees, current vehicle registration and proof of insurance no later than December 15. Failure to meet this deadline, will cause a letter of non-compliance to be mailed on December 16th, giving notice of non-compliance. If no action is taken by January 1st, a lease will be considered out of compliance and could be subject to fines according to the Sun Lakes Country Club schedule of fines and fees and the vehicle(s) could be removed from SLCC property, in accordance with all applicable laws, Vehicle Code §22658 at the owner's expense.
4. Changes, at any time, in the recreational vehicle(s) listed on the lease agreement must be submitted in writing to the operations department, in the SLCC administration office, within 7 business days of the change, with proper documentation for inspection and approval.
5. RVSA lessees must comply with the terms and conditions of the lease agreement and the current RVSA Rules and Regulations as adopted by SLCC Board of Directors.
6. Requests for exceptions to the rules and special appeals must be submitted in writing to the RVSA Advisory Committee.
7. The RVSA is restricted to the parking and storage of the following defined qualified types of recreational vehicles.
 - a. Class A, B or C motor homes
 - b. RV travel trailers or tent trailers
 - c. Fifth wheel travel trailers
 - d. Trucks with a camper or camping vans
 - e. Boats (with Certificate of Numbers and current Validation Decal attached), personal water craft, ATV's and snowmobiles on trailers (no empty utility/cargo trailers)
 - f. Vehicles used to tow items b, c or e (item f only applies if you have a leased space occupied by a defined RV)
 - g. Vehicles used as tow vehicles behind a motor home or RV must be equipped with proper tow equipment. (item g only applies if you have a leased space occupied by a defined RV)
 - h. Individual, Unattached Conforming Qualified Equipment. (item h only applies if you have a leased space occupied by a defined RV)
 - (1) Wheel protective covers (socks).
 - (2) Wheel pads.
 - (3) Wheel chocks/blocks.
 - (4) Tongue pads or blocks (pavement protectors).

- (5) Tow dollies (independent and used solely to tow a qualified vehicle).
- (6) Oil and/or fluid drip pans as necessary.

8. Residents will be placed on a waiting list(s) if there is no available space. Spaces will be allocated on a first-come first-serve basis as outlined in the Rules of Allocations #11.
 - a. The waiting lists are located in the operations department, in the SLCC administration office and are available for review during normal business hours Monday through Friday.
 - b. Two waiting lists will be maintained:
 - List A - 30 feet and below
 - List B - 31 feet and above
 - c. You may be on List A twice to accommodate multiple vehicles (example: a truck and a fifth wheel). You may be on List B only once.
 - d. In order to utilize the limited space in the facility, all lessees are subject to a transfer from one space to another at the review and discretion of the RVSA Advisory Committee.
 - e. A resident who is currently on a waiting list, and who wishes to change to the other waiting list, will be treated as a new potential lessee and will be placed on the bottom of the list for the size space he/she now wishes to lease.
 - f. New home owners may not place their name on a waiting list until they have closed escrow at SLCC.
 - g. Resident owners and non-resident owners (or part time residents) who have not leased their property in SLCC have first priority to lease a space in the RVSA [CC&Rs 6.02 (o)]. Secondary priority will be given to non-owner residents when the owner has leased their property thereby delegating their rights of use to the lessee of their property. (CC&Rs 5.04).
 - h. If a space is offered and declined, the prospective lessee will be removed from the waiting lists and the space will be offered to the next eligible resident. After being removed from the list the resident may, at his/her request, be placed on the bottom of the list.
9. SLCC residents signed up on a waiting list(s) have the following obligations:
 - a. To personally keep in touch with the operations department staff for ongoing changes in the allocation and availability of spaces.
 - b. To inform the operations department staff, in writing, of any vehicle space requirement changes.
10. Rules of Allocation:
 - a. List A will be designated as 30 feet and below and List B as 31 feet and above.
 - b. Spaces will be offered from both waiting lists based on the date and time the written request was received by operations department in the SLCC administration office.
 - c. All vehicles parked in the RVSA shall be owned by and currently registered to a current resident that is in good standing with the Association, and is the space lessee on record. The vehicles must be kept in a movable and drivable condition at all times. The vehicle(s) shall clearly display a current Recreational Vehicle Storage Area Decal, applied by the RVSA Committee, in the following locations:
 - (1) Front or rear window

(2) Visible part of towing structure on towables.

Unauthorized use of a decal shall be cause for termination of lease and removal from lot.

- c. A prospective lessee may lease up to two spaces, only one of which can be 31 feet or larger. Each space can be occupied by up to two qualified vehicles as outlined in #8.
- d. A prospective lessee has 7 days to execute a lease once a space has been offered, via actual phone contact or via phone message. Failure to meet this deadline will result in the prospective lessee being removed from the waiting lists and the space being offered to the next eligible resident on the waiting list. After being removed from the list prospective lessees must fill out appropriate paperwork to be placed on the bottom of the list.
- e. All vehicles assigned to the lease shall be inspected at the same time to verify they fit and are in compliance with the RVSA Rules and Regulations prior to the lease being executed.
- f. On a space available basis, at the sole discretion of the Committee, a SLCC resident may request, in writing, the storage of a non-conforming vehicle. If, after inspection, it's approved the vehicle will be subject to the standard lot lease rate and all existing rules and regulations. These leases will only be granted from the initial date to the end of the calendar year. Renewal will depend on the space requirements for the succeeding year.

Requests for other exceptions to the rules of allocation must be submitted to the committee in writing.

- 11. The operating hours of the RVSA are from 6:00 a.m. –11:00 p.m. daily. Emergency entry between 11:00 p.m. and 6:00 a.m. can be arranged through the SLCC gate attendant and the lessee will be charged a \$25.00 fee for each emergency entry.
- 12. Use of Electricity - Use of the electrical outlets is permitted between the hours of 6:00 a.m. and 5:00 p.m. only if the lessee is present. For safety reasons, any “unattended” vehicle(s) left plugged in will be disconnected from the electrical outlet by the community patrol. It will be the vehicle(s) owner’s responsibility to reconnect their vehicle(s).
- 13. Each site shall be rated for a particular length RV as measured from front to back at the longest point. To qualify for a specific site, the vehicle(s) shall be fully contained within the lines (front, back and side) defining the space.
- 14. Use of the wash rack and/or dump station is limited to one hour. After one hour, any additional cleanup, detailing and/or waxing shall be done at the lessee’s space or home. Vendors, contractors, maintenance and repair personnel are restricted to access from 7:30 a.m. to 6:00 p.m. Monday thru Saturday and must be accompanied by the lessee granting access at all times. Any SLCC resident who is not currently a RVSA lessee and who wishes to use the wash rack and/or dump facilities may do so by contacting the operations department, in the SLCC administration office.
- 15. A current lessee may get a parking sticker for one vehicle that is registered to the lessee. The vehicle must be listed on the lease, and may be parked only in the lessee’s vacant

space during the term of the lease. This will allow the specified vehicle to be parked overnight without obtaining an overnight parking pass.

Non-authorized parking of a resident or non-resident vehicle(s) will be subject to a fine or towing as determined by lessor, at their sole and absolute discretion. If, 30 days after the date of a written warning, the lessee remains out of compliance, a fine will be levied in accordance with Sun Lakes Homeowners Association Schedule of Fines and Fees, and the vehicle(s) will be removed from SLCC property, in accordance with all applicable laws, Vehicle Code §22658 (a), §22658 (f), §22658 (g), §22658 (k), §22658 (l), and §22953, at the owner's expense.

16. Space Use and Safety Requirements:
 - a. Safety wheel blocks must be used on all non-motorized equipment to keep it from moving forward/backward.
 - b. Pavement protective pads must be used under forks, stabilizers, receiver tongues, and leveler pads to protect the asphalt. All protective pads, touching the pavement, shall be of such materials, size and dimension to ensure there is no damage to the pavement. All repairs for damages to the pavement shall be charged to the lessee.
 - c. All wheel covers, of any material, shall be securely attached to the RV or RV wheels.
 - d. No oil or liquids of any kind shall be allowed to drip or spill onto the pavement. All repairs caused by liquid dripping or spills will be charged to the lessee. No owner shall conduct major repairs to any motor vehicle of any kind whatsoever in his garage or upon any portion of the association property, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility. (For complete reference see CC&R's Article X, Section 10.15)
 - e. Lessee shall not store, or allow to be stored, any non-qualified equipment or materials in the space.

17. Recreational Vehicle and Trailer Parking:
 - a. Residents:
 - i. Residents may temporarily park recreational vehicles or non-commercial trailers on Sun Lakes Country Club Homeowners Association streets for a period not to exceed 48 consecutive hours. Parking is for loading and unloading only. A limited recreational vehicle or non-commercial trailer pass can be obtained at the main gate or administration office for this purpose.

 - ii. There must be at least a three-day period between each 48-hour RV or non-commercial trailer parking pass issued.

 - iii. A limited RV or non-commercial trailer parking pass for more than 48 hours must be obtained from the administration office and will be issued, in management's sole discretion only, for special and unusual circumstances.

 - iv. Residents may park recreational vehicles or non-commercial trailers on SLCC sub-association streets (Lakeside, Lakeside II, and Fairway Villas Community Associations) for a period not to exceed 12 consecutive hours. No overnight parking is permitted. Parking is for loading and unloading only.

- v. Under no circumstances shall any RV or trailer parked within the community be occupied.
- vi. For parking pass purposes, a trailer hooked up to a tow vehicle or a vehicle hooked to a motorhome is considered one vehicle and will be issued only one parking pass under these rules.
- b. Guests of Residents:
 - i. A 48-hour RV or non-commercial trailer parking pass for guests can be obtained from the main gate. A resident must give approval to the main gate for a guest to obtain such a limited RV or noncommercial trailer parking pass.
 - ii. Temporary guest RV parking is located in a designated area at the main clubhouse parking lot. The designated parking stalls are painted green. Any guest RV or trailer with habitable space, such as a travel trailer, shall be parked overnight only in the designated RV parking area at the main clubhouse parking lot.
 - iii. No guest RV parking or guest parking of any trailer with habitable space is permitted overnight on any Sun Lakes streets.
 - iv. Under no circumstances shall any RV or trailer parked within the community be occupied.
- c. Commercial Trailer Parking:
 - i. Commercial trailer parking is permitted only for the period of time in which the related commercial activity, e.g., furniture moving, installation of repairs and improvements, etc., is underway. Under no circumstances shall commercial trailer parking exceed 12 consecutive hours. No overnight commercial trailer parking is permitted.
 - ii. Pursuant to Sections 10.15 and 10.17 of the CC&Rs, commercial vehicle parking on residents' properties is prohibited except wholly within the resident's garage.

5.10 RECOMMENDED PROCEDURES FOR ASSOCIATION STREET/BLOCK PARTIES

CATERING SERVICES: If a catering service is used for the block party that is sponsored by any Association district, approved club or organization and/or individual, the catering service selected must have all of the required documentation filed in the recreation department office. Check with the recreation coordinator at 951-769-6652 to be certain the catering service selected is on the “approved” list.

CONTACT PERSON: Any person or group requesting permission to hold a street/block party will complete the *Request for Street/Block Party* Form. The planning and compliance department shall approve all requests.

CLEANUP: The hosting parties shall be responsible for cleaning up the area immediately following the end of said event.

EMERGENCY VEHICLE ACCESS: A minimum corridor of twenty (20) feet in the middle of the road shall be kept clear. The resident shall provide a one week notice to the City Fire Marshall; to advise when streets are blocked. He/She will then advise and route fire/ambulance around the area.

INSURANCE/LIABILITY: Owners will be responsible for any liability claims as a result of this event that occurs on their property. The Association's master insurance policy shall cover any claim of liability that occurs on common areas.

MUSIC: City of Banning Noise Abatement Code Enforcement procedures will be enforced (Banning City Code Chapter 11D, Sections 11D-01-14).

OUTSIDE GUESTS: A list shall be given forty-eight (48) hours in advance to the main gate attendant to prepare for any outside guests coming into the Association for special events.

PARKING AREA DESIGNATIONS: Participating residents can have guests park their golf carts on their driveway. Cars need to be directed to park in a specific area and not on both sides of the street. A minimum corridor of twenty (20) feet must be maintained for emergency services.

PROPERTY OWNERS APPROVAL: Residents' properties that will be used or blocked during the event must signify their approval on the *Request for Street/Block Party* form.

REQUEST FOR STREET/BLOCK PARTY FORM: This form is to be completed by the host(s); or, in the event of a District Social, the District Delegate and the host must complete the form. When the form has been completed and signed, submit the form to the planning and compliance department for review and approval. A copy of the approved form will be given to management, main gate attendant, and the requesting party. A permanent file of requests will be maintained in the planning and compliance department.

GATE ATTENDANT: A copy of the approved *Request for Street/Block Party* form and an outside guest list shall be given to the main gate attendant, which will serve as notice to the gate attendant and community patrol of the event.

SIGNS: Visible/readable signs on wood posts or sandwich boards are to be placed at the entrance/exit of the street where the event is taking place. Orange cones can be used to designate street entrance/exit.

ARTICLE VI - RECREATION FACILITIES RULES AND REGULATIONS

6.01 GENERAL RULES

1. **Clothing:** Wearing golf shoes is prohibited in the clubhouses. Shirts and shoes must be worn throughout the entire clubhouse. No swimwear will be allowed in the clubhouse except to use the rest room or locker room facilities. Closed toe shoes must be worn on exercise equipment at all times.

a. **Restaurant Dress Code:** Breakfast, Lunch & Mid-week Dinner (Tuesday – Thursday)

Country Club Casual is appropriate throughout the Restaurant & Lounge areas unless otherwise noted.

Men: Shirts with collars, dress collarless shirts, or mock-neck shirts with sleeves, slacks, dressed denim, Bermuda-length golf shorts.

Women: Dresses, skirts, slacks, dressed denim, Bermuda-length shorts with a golf shirt or blouse.

Hats may be worn with the bill facing forward; however; Gentlemen are asked to remove hats before entering main dining room.

Attire not permitted: Cutoffs, short shorts or tank tops, halter tops, bathing suits, spandex or clothing with offensive words/graphics, shirts must be tucked in unless designed to be worn outside.

Minors are permitted to wear appropriate printed T-Shirts.

Friday and Saturday Dinner in Main Dining Room Dress Code:

Men: Shirts with collars, dress collarless shirts, or mock-neck shirts with sleeves, slacks, dressed denim, Bermuda-length golf shorts accepted during the summer.

Women: Dresses, skirts, slacks, dressed denim, Bermuda-length shorts accepted during the summer with a golf shirt or blouse.

In General:

Anyone under the age of 21 may not sit at the lounge bar.

Members are responsible for ensuring that their family members and guest are informed of the club's policy on attire and are dressed appropriately.

Management/staff reserve the right to define "appropriate attire" and may waive the foregoing dress code guidelines for specific club sponsored events, parties or extenuating circumstances.

Please note that the dress code guidelines vary within different areas of the restaurant and lounge areas. We appreciate everyone's support in keeping with the highest standards.

2. **Guests:** Guests must be accompanied by a resident when attending or participating in any Association community activity. The fitness rooms and South clubhouse pool are restricted to residents only.
3. **Pets:** Pets are not permitted in the clubhouses, pools, spas, outside eating areas, or on the golf courses. The Association enforces the established ADA guidelines for service animals in all common area facilities.

4. **Catering and Alcohol:** All clubhouse events at the main clubhouse can be catered through the food and beverage department.

If a club or group plans a function in the main clubhouse that involves the use of liquor, the services of the Associations food and beverage department must be used. No outside distilled spirits or beer is allowed in the main clubhouse. Personal bottles of wine may be served following payment of a corkage fee. Potluck dinners are authorized only in the north and south clubhouses. (See Use of Outside Foodservice Provider policy for more information.)

5. **Signs:** Posters are prohibited for display in the front lobby of the main clubhouse. The only exception is when a club or group is selling tickets to their event. A professional quality poster can be displayed during ticket sales but must be removed after sales have finished for the day. Exception can be made on a case by case basis from the Board of Directors.
6. **Library:** The community libraries are to be used exclusively for reading, research and educational pursuits that do not involve discussions and dialogue that would interfere with reading, research and educational activities that are conducted quietly. No board games, card playing, meetings or other activities that distract from reading will be permitted in the community libraries.
7. **Billiards Room:** Guests must be accompanied by a resident. The billiards tables are not to be used as foot rests. The resident is responsible for any and all damages cause by their guests. No outside alcohol is permitted in the billiards room at any time.
8. **Smoking:** Smoking is prohibited in all clubhouses, including the veranda. Smoking is also prohibited within twenty-five (25) feet from any facility entrance.
9. **Locker Rooms:** Association property is not to be taken from the premises or secured in lockers for personal use. No loitering is permitted in the locker rooms. Overnight use of the lockers is prohibited. Do not leave items unattended in an unlocked locker.
10. **Tennis Courts:** For the purpose of this policy, a “guest” is defined as an invited non-resident of the Association. Guests are prohibited from using the south clubhouse tennis courts 1, 2, and 3. Guests may, when accompanied by a resident, use courts 4, 5, and 6 at the south or north clubhouse tennis facilities under the same limitations imposed on residents (i.e. residents and his/her guest(s) must limit play to one (1) set when others are waiting to use the court). Use of the above-designated facilities by residents and their guests are permitted any time the facility is available for owners’ use.
11. **Use of Facilities by Non-Residents:** The Association Board of Directors shall review on a case-by-case basis requests by non-resident groups and organizations to use (for a fee) the Association’s common area facilities. The Board of Directors shall permit only those uses that it believes will benefit the residents of the greater pass area while not interfering with the scheduled use of the Association’s common area facilities by its members.
12. **Facility Reservations:** The Associations community facilities are for the use and enjoyment of Association residents and their invited guests. Reservations for use of the facilities must be made through the recreation department. Residents are prohibited from conducting

meetings or gatherings in vacant clubhouse facilities without first securing recreation department approval. Residents are prohibited from reserving or otherwise using clubhouse facilities for business or financial gain.

Clubs or groups wishing to use specific rooms in clubhouse facilities can submit their room request form beginning Feb 1 for the following calendar year. All room reservations are subject to priority listing and space availability.

Regular use of a room is limited to three (3) hours per day, maximum. There may be additional limitations placed on the frequency of room use. Special functions will be evaluated on a case-by-case basis with regards to room availability and time requirements. Room reservations are accomplished by filling out a *Room Request Form* and submitting it to the recreation department. Room request reservations will be taken on a first-come first-served basis. However, due to the size of some clubs, the Recreation Department may not be able to accommodate specific requests.

All facility users must adhere to fire codes established for maximum room occupancy.

Staff has the right to request any person leave the premises if they are: not a resident, a guest accompanied by a resident; are causing a disturbance with abusive behavior or language; or, violating community rules and regulations. Disorderly conduct of any kind will not be tolerated. Violators will be escorted from the premises and the Association's community patrol will provide assistance when required.

13. Bulletin Boards: A limit of three (3) index cards, per household, per month is allowed to be posted. All information must fit on a 3" x 5" index card, including the picture. No outside organization or business can advertise. Advertisements will not be permitted if they violate the Association's CC&R's or these rules. Each item will be date stamped and posted for a maximum of 30-days. If a resident requires the item to be left up longer they must call the front desk receptionist before the 30-day limit to renew the date stamp. If an item is sold, notify the front desk receptionist so the posting may be removed.

6.02 LARGE PARTY RESERVATION POLICY

Sun Lakes Country Club has established the following large group policy for the restaurant, Atrium, and Sandwedge.

Atrium:

1. The maximum occupancy for a large party in the atrium is 12 people.
2. Reservations for the atrium are made through the restaurant.
3. Parties of 10 or more are required to be on one check.
 - a. An exception may be made to this policy if arrangements are made at the time of the booking.

Restaurant:

1. Parties of 10 or more are required to be on one check.

- a. An exception may be made to this policy if arrangements are made at the time of the booking.
2. Parties of 20 – 24
 - a. It is recommended that parties of 20 to 24 place their order from a predetermined limited (2-3 item) menu set up either through the catering department, or the director of food and beverage.
 3. Parties of 25 – 40
 - a. The a la carte menu is not available.
 - b. Parties must obtain a limited (2-3 items) menu from the catering department.
 - c. In certain circumstances the movable wall can be used to close off half of the restaurant; however, the total number attending the party cannot exceed 40 people.
 4. Parties of over 40
 - a. Parties of 40 and more are considered to be a banquet and cannot be accommodated in the restaurant during business hours.
 - b. Room reservations for banquets are made through the recreation department, and catering department for the food.
 - c. If the party wants to use the restaurant during non-business hours, reservations can be made through the catering department.
 5. Guest Speakers
 - a. Allowed, during business hours, only if group is in the back of the restaurant with the movable wall in place.
 - b. Arrangements must be made at the time of the reservation.

Sandwedge:

1. The Sandwedge is available for parties only after regular hours of operation.
 - a. Parties must obtain a limited (2-3 items) menu from the catering department.
2. Parties of 10 or more are required to be on one check.
 - a. An exception may be made to this policy if arrangements are made at the time of the booking.
3. Guest Speakers
 - a. Arrangements must be made at the time the reservation is made.
4. Reservations may be made through the catering department.
5. The maximum capacity for the Sandwedge is 65 people.

6.03 CLUBHOUSE PARKING

Clubhouse parking is permitted for residents and guests currently utilizing the facilities or participating in Association sponsored events; and employees (during work hours).

6.04 LIMITED RECREATIONAL VEHICLE PARKING

1. Residents:

- a. Residents may temporarily park recreational vehicles on Sun Lakes Country Club Homeowners Association streets for a period not to exceed 48-hours consecutively. Parking is for loading and unloading only. A limited recreational vehicle pass can be obtained at the main gate or administration office.
- b. There must be at least a 3-day period between each 48-hour RV limited parking pass issued.
- c. A RV limited parking pass, for more than 48 hours, must be obtained from the administration office and will be issued for special and unusual circumstances.
- d. Residents may park recreational vehicles on SLCC sub-association streets (Lakeside, Lakeside II and Fairway Villas Community Associations) for a period not to exceed 12-hours consecutively (no overnight parking). Parking is for loading and unloading only.
- e. Under no circumstances shall any RV parked within the community be occupied.

2. Resident Guests:

- a. A 48-hour limited RV parking pass for guests can be obtained from the main gate. A resident must give approval to the main gate for a guest to obtain a limited RV parking pass.
- b. Guest temporary RV parking is located in a designated area at the main clubhouse parking lot. The designated parking stalls are painted green.
- c. No overnight guest RV parking is permitted on any Sun Lakes streets.
- d. Under no circumstances shall any RV parked within the community be occupied.

6.05 MAIN AND NORTH CLUBHOUSE POOL AND SPA RULES

1. The outdoor pools located at the main and north clubhouses respectively shall be open year-round, but only heated from May 1st to October 31st.
2. Use of the community pool and spa facilities is limited expressly to residents and their guests. For the purposes of this rule, a guest is defined as a non-resident who is invited and accompanied by their resident host. No other visitors may use the pool and spa facilities. Guests under the age of sixteen (16) are permitted to use the main and north clubhouse pools between the hours of 10:00 A.M. and 2:00 P.M. daily when accompanied by a resident. Notwithstanding the foregoing limitation on the use of the outdoor pool facilities, guests under the age of sixteen (16) may use the outdoor pool facilities between the hours of 10:00

A.M. and 4:00 P.M. on the Saturday, Sunday and Monday that comprise the Memorial Day, Independence and Labor Day holiday weekends. If Independence Day falls on a day that is not part of a three-day holiday weekend, the outdoor pool facilities may be used by guests under the age of sixteen (16) between the hours of 10:00 A.M. and 4:00 P.M. After these posted hours, all underage guests must vacate the immediate area that encompasses the pool, pool deck and spa. Underage guests are ONLY allowed in the immediate barbeque and grass area near the barbeque after the posted hours; and, must not be allowed access to the pool, spa or deck areas outside the barbeque area. Supervision of underage guests by the sponsoring resident is required at all times to ensure compliance with these rules.

3. Residents must sign-in and register themselves and their guest(s) when entering the pool and spa facilities.
4. Running, pushing, horseplay, dunking, diving, "marco polo" and radios (other than those using headsets) are prohibited. Disorderly conduct will not be tolerated.
5. Appropriate swimwear must be worn at the pool and spa facilities at all times. Children under three (3) years old are not allowed in the pool or spa nor are those that are incontinent. Residents and guests are responsible for their own supervision at the pool and spa facilities. NO SWIM DIAPERS, DIAPERS OR TRAINING PANTS ARE ALLOWED.
6. Life jackets, lifeguard approved water wings, swim fins, swim masks, snorkels, and water noodles may be used in the pools. Exercise buoys and other types of water exercise floatation devices are permitted at the pool and spa facilities only when underage guest's hours do not apply. Water noodles and exercise buoys are not approved floatation devices and should not be relied on as a lifesaving apparatus. Rafts of any type, inflatables, balls and toys are not permitted for use in the pools and spas.
7. California State law prohibits the use of glass containers and breakable objects at the pool and spa facilities.
8. California State law prohibits pets at the pool and spa facilities.
9. Smoking is not permitted within the gated area that surrounds the main and north clubhouse pool/spa.
10. No smoking permitted in the gated area that surrounds the north clubhouse pool/spa.
11. Trash and cigarettes/cigar butts are to be extinguished and disposed of in the appropriate receptacles.
12. Use of the spa is restricted to residents and their guest's sixteen (16) years of age or older. Persons under the age of sixteen (16) are not permitted in the spa.
13. For health reasons, use of the spa is not recommended for pregnant women, persons taking medications or consuming alcohol, persons suffering from high blood pressure, diabetes or other illness.

14. It is recommended that use of the spa be limited to five (5) to ten (10) minutes at any one time.
15. Lounges and/or other furniture at the pool and spa facilities may not be removed at any time. The furniture is available for use on a first-come, first-served basis, and cannot be reserved.
16. Only pedestrian traffic is allowed at the pool and spa facilities.
17. Any violation of the above stated rules subjects residents to possible disciplinary action by the Association.

6.06 DISTRICT FUNCTIONS IN THE COMMUNITY FACILITIES

1. District use of the community facilities is limited to residents and their invited guests of a specific district.
2. Each District Delegate must be aware of the requests for room use or clubhouse reservations for their respective district functions. District room use requests must be reviewed, approved and initiated by the District Delegate or Alternate. Room Request forms must be turned into the assistant recreation director for each function.
3. District Delegates or Alternates that violate the above district room use policy are subject to hearing by the District Delegate Assembly and disciplinary action by the Board of Directors.

6.07 PRIVATE PARTY ROOM USE POLICY

1. The Association's recreation facilities are for the use, enjoyment and benefit of the Association's residents and their invited guests. In addition to the following, all residents conducting private parties are subject to the general recreation facilities room use rules while using the recreation facilities.
2. A private party is defined as an affair held by, and on behalf of, a resident or residents.
3. The following types of events are strictly prohibited from being conducted as private parties without the express approval of the Board of Directors:
 - 1) Events which imply or support business activities (i.e. solicitations; expressions of appreciation for past or future business and sales presentations; or, seminars, etc.).
 - 2) Events which are not directly in celebration of a resident (i.e. birthday parties for relatives of a resident; wedding receptions for someone other than a resident; or meetings of non-approved clubs or groups).
 - 3) Any outside event or activity which the general manager or recreation director believes is contrary to the recreation facilities rules and regulations governing the use of the clubhouse facilities.

4. A refundable \$250 cleaning/security deposit is required. This deposit will be returned upon satisfactory clean up of the facility used and verification that the rules and regulations stated herein were followed. The recreation director will be responsible for determining that these requirements have been met and that funds on deposit should be returned. If damage to the facility exceeds \$250, the owner who made the reservation will be held financially responsible for the repair and/or replacement of the damaged items.
5. A private party reservation shall not be confirmed until the recreation department has received all applicable charges, deposits and forms (including the release and waiver of liability agreement).
6. The private party host shall make all arrangements for food and/or beverage service. Events at the North or South clubhouses will be permitted to use outside food vendors.
7. If non-residents will be attending the private party, a copy of the guest list is to be provided to the Recreation Director at the time the reservation is confirmed. An additional copy of the guest list is to be provided to the community patrol supervisor at least forty-eight (48) hours prior to the beginning of the party.
8. All private parties where minor children (under age 18) will be attending will require additional community patrol support. One (1) community patrol personnel will be scheduled to work at the party site for each group of eight (8) or more minors in attendance. An additional charge of \$25 per hour, with a four (4) hour minimum, must be paid to cover the expense of providing additional staff.
9. An Association *Recreation Facility Room Use Request* form must be completed and submitted to the Recreation Director at least thirty (30) days in advance of the private party date.
10. All private parties are subject to the following priority for use of Association facilities:
 - a. Events scheduled by the Board of Directors.
 - b. Events scheduled by an Association Committee, District Delegate Assembly, or individual District.
 - c. Events scheduled by an Association Sponsored Club
 - d. Events scheduled by an Association Sponsored Group.
 - e. Events scheduled by an individual resident as a private party.
11. Except for the Sun Lakes Country Club Homeowners Association Board of Directors, a higher priority user may not cancel events that have been made by lower priority user without written approval of that said user.

6.08 USE OF COMMON AREA FOR MEETINGS ON MATTERS OF PUBLIC INTEREST

1. Use of common area for the purposes described in Civil Code Section 4515(b)(1), (2) and (3), hereinafter referred to as "Public Interest Meetings," shall be scheduled by the Association for common area meeting locations on a first-come, first-served basis. The Association member or resident shall state, in writing, the subject of the meeting which qualifies it as a Public Interest Meeting.

2. Public Interest Meetings do not have priority over other permitted uses of Association facilities. Public Interest Meetings shall only be held in meeting room space; Association open space areas and specialty rooms, such as exercise rooms and recreational facilities, are not considered meeting space.
3. Hours of operation previously established for Association facilities remain in effect. Public Interest Meetings may only be scheduled for the Association's established hours of operation.
4. No alcoholic beverages may be sold, distributed or consumed during or at Public Interest Meetings. No use of the kitchen facilities is permitted. No food shall be served at Public Interest Meetings. Public Interest Meetings are not permitted to use the Association's audiovisual equipment.
5. If the owner(s) of a lot or unit in the Association ("Member") or his/her/their/its tenant or co-resident reserves any community facility for a Public Interest Meeting, that Member shall be liable for any and all injuries or damages, including, but not limited to, property damage or personal injuries caused by attendees, which result from or occur at said Public Interest Meeting. Should any such damages result or occur, the Association shall have the right to seek indemnity from the responsible Member, levy a Compliance Assessment against the responsible Member following notice and hearing pursuant to Section 9.13 of the CC&Rs, or seek any other remedy available under the Association's governing documents or California law to enforce the obligation of the responsible Member.
6. All persons attending the Public Interest Meeting shall be deemed the responsible Member's guest. The Member will be responsible to the Association for the acts of the guests, including those occurring while using Association common area to travel to and from the Public Interest Meeting. A list of names of outside guests must be provided to the Association at least one full business day in advance for entry at the main Sun Lakes Boulevard entrance. Outside guests must have valid identification to check against the outside guest list.
7. The Association is in no way responsible for and shall not make any determination regarding the propriety or accuracy of the opinions, points of view, advocacy or information presented by any person at a Public Interest Meeting.
8. All persons attending a Public Interest Meeting do so at their own risk. The Association is in no way responsible for the conduct of the Public Interest Meeting or the safety or security of persons in attendance.
9. The Board of Directors may determine if a sham Public Interest Meeting was conducted for a purpose not permitted by Civil Code Section 4515(b)(1), (2) and (3), e.g., a meeting was conducted for purposes of a commercial solicitation rather than for a bona fide matter of public interest pursuant to the statute. If the Board of Directors determines that such a sham Public Interest Meeting was held, the Board may, after notice and hearing, charge the responsible Association Member a Compliance Assessment for all costs and expenses incurred by the Association as a result of the sham Public Interest

Meeting in accordance with Section 9.13 of the CC&Rs as well as a fine or other disciplinary action.

10. All other Association rules and regulations remain in effect and applicable to Public Interest Meetings, responsible Members, residents, and Public Interest Meeting attendees except to the extent those rules are contrary to the foregoing or contrary to Civil Code Section 4515.

ARTICLE VII - SUN LAKES COUNTRY CLUB POLICIES FOR ORGANIZATIONS

7.01 ORGANIZATION RECOGNITION

Organizations wishing to have official recognition by the owners Association must submit an application for approval to the recreation department. Organizations must fall into one of the following categories and be open to all residents.

Organization's applications will be considered only if strictly recreational or social in nature. Any organization that is formed for commercial, political, profit, religious, or ethnic purposes are excluded from consideration.

Organizations that collect money, in the form of dues, fundraisers, donations, activity participations fees and the like, operate independently of the Association. Each organization is responsible for the management of its own finances and for the collection and deposits of its own organizations membership dues and moneys; and, for preparing, reporting and filing its own taxes and complying with all applicable tax laws.

The Association, its Directors, agenda and officers shall not be responsible or liable for any organizations tax requirements or management of its finances; nor will assist any organization in preparing, filing or reporting of its taxes. Organizations should seek the advice of an accounting and tax professional for assistance for any financial and tax matters.

In addition, each organization must:

- Complete the annual organization verification process through the recreation department.
- Have officers.
- Have an individual bank account in the organization's name, if applicable.
- Obtain all necessary permit and/or licensing fees, including their own non-profit status, if applicable, unaffiliated with the SLCC Homeowners Association.
- Maintain a regular record of income and expenses, if applicable.
- Pay applicable fees for use of Clubhouse facilities.
- Carry adequate insurance coverage, when required, naming the club/group as a separate entity and the SLCC Homeowners Association as an additional insured on the policy.
- Clubs/groups filing for non-profit status must apply to the Internal Revenue Service (800) 829-1040 and the State of California Franchise Board (800) 852-5711.
- Be comprised of current residents of Sun Lakes Country Club. Non-residents are restricted from being members of an Association sanctioned organization.

7.02 ORGANIZATION CATEGORIES

7.02.1 CLUBS

Clubs must have a name; a purpose; bylaws; officers; and, at least 50 registered members. Clubs are classified by size and required facility use. Club applications will be processed by the recreation director who will make recommendations to the Recreation Committee regarding Clubs applying for recognition. The Recreation Committee will make a determination regarding each club application. Clubs approved for recognition will be forwarded to the Master Board for final approval. Clubs not approved for recognition will be informed in writing of the decision and will be advised of the reason(s) they were not approved.

Board and Card Clubs include Bunco, Canasta, Bridge, etc.

Licensed Clubs are limited to Bingo

Social Clubs include 80's Plus, Friendship Club, Garden Club, International Culture Club, Country Western Dance Club, Dinner Dance Club, Big Band Dance Club, etc.

Sporting Clubs include bocce ball, bowling, golf, tennis, etc.

Visual and Performing Arts Clubs the Art League, the Chorale, the Drama Club, Mystery Theater, Sun Lakes Follies, etc.

7.02.2 GROUPS

Groups must have a name; a purpose; a key point of contact; and, at least 25 active participants. Smaller special interest groups with fewer active participants will not be officially recognized and may use facilities on availability basis only. Those with 10 or less will be encouraged to use non-Association property. Group applications will be processed by the recreation director who will make recommendations to the Recreation Committee. The Recreation Committee will make a determination regarding each group application. Groups approved for recognition will be forwarded to the Master Board for final approval. Groups not approved for recognitions will be informed in writing of the decision and will be advised of the reason(s) they were not approved.

Board and Card Groups include 500 Card Group, Bridge Groups, etc.

Hobby Groups include the Barbershop Quartet, Photography, Sew What etc.

Study Groups include Bible Study etc.

Sporting Groups include Paddle Tennis, Ping-Pong, etc.

Support Groups include Memory Support Group, Parkinson's Support Group, etc.

7.03 CLASSES

Classes are educational and instructional and directly operated by the staff of the recreation department. A person must be a registered resident of Sun Lakes Country Club in order to participate in Association sponsored classes.

7.04 FOOD PROVIDERS FOR THE MAIN CLUBHOUSE

1. There will be no outside food providers allowed in the main clubhouse. This includes the restaurant, Sandwedge, veranda, ballroom, and meeting rooms.
2. Exceptions:
 - a. Bingo participants may bring snack items for their own consumption.
 - b. Dessert type items may be provided by Committees, Clubs, Groups or Private Parties if the restaurant is unable to accommodate them.
 - i. Arrangements must be made through the Banquet Coordinator

7.05 FOOD PROVIDERS FOR NORTH AND SOUTH CLUBHOUSES

1. Districts, Committees, Clubs, Groups, and Private Parties may use non-association food providers in the north and south clubhouses only.
2. Residents of Sun Lakes Country Club are personally liable for any food items that are prepared at home or brought from home.
3. Outside Food Service Providers must provide the following information to the recreation director prior to contracting to cater events in either the north or south clubhouses. All documents must be kept current.
 - a. Business License
 - b. Liability Insurance with a minimum limit of \$1,000,000.00
 - c. Workers Compensation Insurance
 - d. Certificate of Serve Safe
 - e. Food handlers permits for all of those serving food

All liability insurance certificates must include Sun Lakes Country Club Homeowners Association and Professional Community Management (PCM) as additional insured parties on the primary contract.

Any food service provider who is unable to provide the documents listed above will not be permitted to contract to serve food or beverages on the common area property of Sun Lakes Country Club Homeowners Association.

Violations of the agreed upon policies may result in loss of privileges.

7.06 GAMBLING/ILLEGAL ACTIVITIES

Excluding Bingo, any activity that involves gambling or is prohibited by law is forbidden. Please note: all Bingo proceeds must be used only for the following: (1) Overhead costs; (2) Prizes; and/or (3) Donations to a charity. The Association may not make a profit on the Bingo games.

7.07 INSURANCE

All clubs and groups who hold or attend activities on-site must have a signed release form for each activity on file at the recreation department.

7.08 TICKET SALES

All advanced ticket sales must be coordinated through the recreation department. The price of the tickets must be intended for use to cover the cost of the event, including materials needed in the community facilities to facilitate the event. It is intended that all activities be self-supporting and the community facilities not be used for profit making purposes.

In order to keep our front lobby clutter free, the following guidelines have been established for ticket sales in this area:

1. Ticket sales will be restricted to one (1) organization per shift at a designated table in the main clubhouse lobby.
2. All requests for ticket sales must be coordinated through the assistant recreation director.
3. All requests will be first come, first served basis and the schedule will be maintained by the assistant recreation director.
4. All ticket sales will be restricted to a maximum of three weeks. Any unused dates can be reserved on a first come, first served basis.
5. Use the Lifestyles magazine and Channel 97 to inform residents of when ticket sales will be made available.
6. Soliciting sales by directly confronting residents and their guests as they enter the clubhouse is prohibited.
7. No music is to be played in lobby area.
8. The main clubhouse lobby area has flyer racks available for you to advertise advance ticket sales or point of contacts to purchase tickets.
9. Set-up requests must be made through the assistant recreation director, in writing.
10. On months of heavily requested dates, organizations may need to stagger their weeks/days of sales.

7.09 EVENT AND ACTIVITY SIGN-UP PROCEDURES

The recreation department follows specific registration procedures in order to provide all residents the opportunity to participate in the various activities offered to the community:

Class registration and payment (i.e. aerobics, aqua aerobics, tai chi, etc.), is made directly through, and to, the instructor.

For special events (where space is limited and demand is high), a lottery system has been established. Information on these procedures can be obtained through the Recreation Department. Residents must complete a *Registration* form and attach their payment for the full amount of the event at the time of registration.

All activities have an established registration date and time. Reservations will not be taken prior to the established registration date and time. Names will not be taken to reserve a space. After the initial registration date for any activity, reservations will be taken between the hours of 8:00 A.M. to 5:00 P.M. Monday through Sunday at the main clubhouse reception desk.

A minimum and/or maximum number of participants are established for a given activity. If the minimum number is not reached, the activity is subject to cancellation. All residents will receive a refund if the activity is cancelled by the Recreation Department.

Each event will also have a stated registration deadline date. This date is set to allow for proper planning, taking care of last minute details, and to ensure that the required minimum number of participants is met. No refunds for cancellations will be given after the deadline date.

Cancellations made thirty (30) days prior to the departure date of an event will qualify for a full refund. Cancellations made within thirty (30) days of the event are nonrefundable; however, if there is a waiting list for the event, the recreation department may issue a refund if the ticket can be resold.

Registrations are not valid until full payment for the activity is received. A waiting list will be started only if the activity is sold out.

You may register for up to four (4) people (including yourself) for a given activity. This provision has been established so participants can register for other residents who are unavailable to register.

The waiting list is created by the recreation department for sold out event/excursions. This list is used when the attendee has to cancel due to unforeseen circumstances. The recreation department accepts checks payable only to the Association. All recreation classes, excursions and special events are open to residents and their invited guests on a limited basis. See Recreation Department on guest registration.

If space becomes available for an excursion or event that was previously sold out, participants from the waiting list will be contacted in the order in which they were signed up. Once a participant from the waiting list has been contacted, they will have twenty-four (24) hours in which to register for the activity. If registration is not completed within twenty-four (24) hours, the opportunity to sign-up is forfeited and the next participant on the waiting list will be contacted. There are no refunds after the stated deadline date.

7.10 FACILITY OPERATIONS

The Recreation Department is responsible for the operations and scheduling of all Association facilities except for the golf courses, the RV storage lot, courts, restaurant and Sandwedge.

All clubs and groups must complete the renewal process each calendar year.

The recreation department will coordinate the purchase of any special equipment needed for a facility. A recognized organization requesting that the Master Board purchase equipment will submit a written request to the recreation director. The recreation director will evaluate each request based on the needs of the total community and prepare a written response to the request. When appropriate, the director will make a recommendation to the Master Board or to the general manager regarding the expenditure of funds.

7.11 ENFORCEMENT OF POLICY

Recognized groups or clubs will lose their recognition status by not adhering to all of the following:

- a. Non-participation in annual renewal process.
- b. Not adhering to requirements stated in this document.
- c. Failure to follow safety codes at events, gatherings and meetings.
- d. Avoiding consultation and cooperation with the Recreation Department staff.
- e. Ignoring procedures and regulations for facility scheduling and ticket sales.
- f. Neglecting to file insurance release forms.
- g. Failure to disclose rosters, minutes, financial and other records upon request by the recreation department or the Recreation Advisory Committee.
- h. Not maintaining financial independence.

7.12 APPEAL PROCESS

The Board of Directors will consider a formal appeal for any organization who was refused initial recognition; any club or group who was denied annual renewal status; and, for any club or group who has lost their status as a recognized organization due to the enforcement of this Policy.

ARTICLE VIII - GOLF COURSE RULES AND REGULATIONS FOR BOTH THE CHAMPIONSHIP AND EXECUTIVE COURSES AND FACILITIES

All guests of a resident must be accompanied by a Sun Lakes resident. Sun Lakes residents are responsible for the actions of their guests and will be held accountable for all violations of the golf course rules and dress code by their guests. All rules apply to golf courses and facilities.

THE FOLLOWING GOLF COURSE RULES AND ASSOCIATED PENALTIES ARE STRICTLY ENFORCED:

1. All golfers must check in at the Pro Shop prior to teeing off.

Groups of five or less are acceptable on the courses. Groups of more than five, and special event groups must have Pro Shop approval prior to teeing off. A reasonable and expected golf round time is 4 hours and 15 minutes on the Championship Course, and 3 hours and 15 minutes on the Executive Course.

2. If you begin your round after 5:00 PM, or anytime the pro shop is closed, you must sign the after-hours player's roster located in front of the pro shop doors. You must sign in all players in your group, including guests. Any player, annual or not, observed playing without signing the "After Hours Player's Roster" will be charged for that round of golf at the appropriate rate. Residents may also leave a message on the golf shop answering machine stating your name, whether you are an annual, or other paid member, and the names of your guests.
3. Players who are physically unable to walk from the cart path to the green must obtain clearance from the pro shop staff to drive their carts any closer to the greens. All applicants must provide evidence of their disability every other year, and purchase the approved handicap flag from the pro shop. All handicap flags must be clearly recognizable and maintained in good condition. Applications are available in the pro shop.
4. Golf carts must stay on the cart path around tees and greens, practice areas, and on all par 3-golf holes unless the 90-degree rule is posted. In addition, golf carts must stay in the fairways outside the golf course stakes and adhere to all signage and daily course directives.
5. Unless walking or playing with an odd number of golfers, all players are required to share a golf cart with a playing partner. Golfers with legitimate excuses may request permission to use an individual cart prior to the start of their round of golf from the pro shop.
6. All privately owned golf carts must be registered with the Property Services Department and display the assigned association registration number, before being driven on the golf course or on any street or common area within the Sun Lakes Community. The permit must be placed on the front lower windshield.
7. Pets of any kind are prohibited from being on the golf course and practice facilities.
8. Retrieval of balls hit into water hazards must be accomplished without delaying play. "Fishing" (retrieving multiple balls) is prohibited.
9. Sun Lakes range balls are prohibited from being used on the golf course and/or removed from the driving range.
10. Players must comply with the Sun Lakes Golf Course and Facilities Dress Code.
11. All players are required to repair all divots and ball marks.
12. Verbal abuses, threats, and actions deemed to be unsafe while using the Association's golf facilities are prohibited. (Unsafe actions, include but are not limited to, repeatedly hitting into the group ahead of you, throwing clubs, driving a golf cart dangerously)
13. Physical confrontations while using the Association's golf facilities are prohibited.
14. All Sun Lakes Country Club Homeowners Association golf course facilities are part of the Association's common areas and are therefore under the direct control and authority of the Board of Directors.

15. Use of any portion of the Association's golf course facilities for non-golf related activities requires the specific approval of the Board of Directors prior to such use.
16. At all times, use of the golf course facilities by residents and their guests is done so at the risk of the individual(s) using the facilities.
17. All Guests must be accompanied by a legal resident at all times while on either of the two golf courses and facilities.
18. Wearing golf shoes of any kind is prohibited in the clubhouse, with the exception of the Sandwedge Grill.
19. Players and guests shall demonstrate good sportsmanlike conduct, and refrain from lewd/inappropriate behavior.

The penalties for violations of the above rules are as follows:

1st offense – Warning citation

2nd offense within one (1) year of 1st offense – A fine of \$50 and the scheduling of a Disciplinary Hearing before the Golf Advisory Committee.

3rd offense within one (1) year of 1st offense – A fine of \$50 and the scheduling of a Disciplinary Hearing before the Master Board of Directors.

Exception: Any violation of Rules #12 and/or #13 will result in the scheduling of a Disciplinary Hearing before the Board of Directors and the possible loss of golf privileges for up to 30 days, a fine of up to \$100 or any other discipline as may be determined legally appropriate. Additionally, any possible action involving resident conflict with management personnel or staff shall be sent directly to the Master Board for review and resolution.

The penalty for violation of Rule #19 could result in direct referral to the SLCC Master Board for resolution.

8.01 GOLF MEMBERSHIP REFUND/CREDIT POLICY/SCRIP REDEMPTION POLICY

1. Upon request, 100% of the unused portion of an annual Sun Lakes golf membership belonging to an individual who passes away will be refunded to the estate of the deceased member.
2. Written requests for refund must be submitted using the Sun Lakes Country Club Request for Refund of Annual Golf Dues for Disability Reasons Form to the Director of Golf. Disability must prevent golfer from playing golf for a minimum of 120 days. Refunds are calculated at 100% (for refund requests made during January and February) and 80% (for refund requests made during the months of March through September) of the annual membership amount; prorated over the remaining full months (i.e., no partial months) and will be issued, if approved, within 60-days of approval by the Master Board of Directors. An Administrative Fee will be applied to all requests. See table below:

- Should a homeowner who has been granted a membership refund desire to rejoin the annual golf membership, in the same year, the respective prorated monthly annual dues rate will apply.

Payment schedule:

Date Request Received	Refund Available	Administrative Fee
January through February	100%	\$50.00
March through September	80%	\$100.00
October through December	No refund	N/A

SCRIP REDEMPTION POLICY

The Sun Lakes Country Club Homeowners Association (SLCC) Board of Directors has approved a scrip redemption policy for members of the Association who have scrip stored within a “house” account. The following is that policy and is effective February 1, 2013:

- All scrip awarded and recorded in the Scrip “House” Account on or before December 31, 2012 will expire on December 31, 2013.
- All scrip awarded after the end of 2012 will expire on December 31st of the year following the year the scrip was awarded. For example, a golf tournament scrip prize awarded on April 11th, 2013 would expire on December 31st, 2014 if not redeemed by that date.
- All scrip is now available for redemption at either golf shop or at the restaurant and lounge.

The Board is creating this policy in an effort to decrease the Association’s cash liability for the large amounts of unredeemed scrip in the account.

There is no need to redeem your scrip right away, as you have over a year to take care of it.

Please note: scrip is not redeemable for cash, payouts, entry fees, or gift certificates. Scrip may not be used toward dues or assessments.

Please feel free to redeem your scrip by simply making a purchase at the restaurant, lounge or at either of the golf shops and state that you would like to use your scrip account for payment.

8.02 SUN LAKES COUNTRY CLUB GOLF COURSES AND FACILITIES DRESS CODE

In keeping with the tradition of the game of Golf, the following is the dress code when using the Association Golf Facilities:

PROPER MEN’S ATTIRE—Collared or mock turtleneck shirts, tucked in, or shirts with bands designed to be worn outside pants, with shorts, knickers or slacks and shoes, sandals or other athletic footwear with no metal spikes.

PROPER LADIES’ ATTIRE—Shirts or blouses with shorts, golf skirts, knickers or slacks and shoes or fleece suits with straight legs. Shirts and blouses may be either collared with or without sleeves or collarless with sleeves.

UNACCEPTABLE APPAREL FOR MEN OR WOMEN INCLUDES THE FOLLOWING—Tank tops, halter tops, spaghetti straps, fishnet tops, t-shirts, cut-offs, cotton fleece sweatpants, with elastic at bottom, gym/running shorts, bathing suits or blue jeans and blue denim clothing, or flip flops.

ARTICLE IX - MEMBERSHIP MEETING AND VOTING RULES

(Civil Code Section §§5100 and Following)

1. Secret Ballots and the Delegate System

- a. The Association will utilize a secret ballot process, as described in these Rules for:
 - (i) Election and removal of Delegates and Alternate Delegates (references below to "Delegates" shall be deemed to also refer to "Alternate Delegates," where appropriate);
 - (ii) Member Instructions to Delegates: Votes on instruction of Delegates on the following decisions shall be held, and Delegates are required to vote, as nearly as possible, in the proportion of instructions received:
 - (1) Election and removal of the Association's Board of Directors;
 - (2) A vote of the membership regarding assessments as may be required by Civil Code Section 5605;
 - (3) Amendments to the governing documents that require membership approval;
 - (4) Prior to granting exclusive use of common area property where required by Civil Code Section 4600;
 - (5) Any other matters where a secret ballot vote is required by law.
- b. All other "membership" votes will generally be conducted via vote of the Delegates alone. In such votes, the Delegate may cast his or her votes in his or her sole discretion, unless at least a majority of the voting power of the members in a Delegate District shall determine, at a duly noticed meeting of the members of Delegate District, to instruct their Delegate in the manner in which he or she is to vote on any issue, then the Delegate shall cast his or her votes in the same proportion, as nearly as possible, as the proportion of the votes cast by the members.
- c. Other business at Association or Delegate District meetings, such as approval of minutes, motions to close registration, motions to adjourn and other parliamentary procedures required by a recognized system of

parliamentary procedure, may be conducted by a show of hands, voice vote or other method, including a roll call vote.

- d. All membership meetings and votes will be conducted in accordance with the Association's governing documents and California Corporations and Civil Codes, as appropriate.
- e. Members will have one vote per unit/lot/parcel owned.
- f. If allowed by law, any vote (except for a vote on election of Directors) to be conducted pursuant to the secret ballot process described herein may be conducted by mail only, without holding a membership meeting for voting purposes. An annual membership meeting must be held for election of Directors. Further, the counting and tabulation of votes may only be performed by inspector(s) of election in the open at a properly noticed open meeting of the members or Board.

2. Association Membership Meetings, Annual Meeting and Election of Directors

- a. The Association will hold an Annual Meeting of the members to elect Directors and to conduct Association business. The Annual Meeting is generally held in April.
- b. The Board of Directors consists of five Directors. Directors must be Association members. Directors are elected for two-year terms. The terms are staggered with two Directors elected in odd years and three Directors elected in even years.
- c. The Association will send out a Notice of Annual Meeting with information on when polls will open and when the members and candidates may attend the Annual Meeting and witness the review, count and tabulation of ballots by the inspector(s) of election.
- d. Other meetings of the members may be noticed and held by the Association to vote on matters which are proper for member vote. For member votes that are to be conducted pursuant to the secret ballot process described herein, the meeting notice sent by the Association will include information on when polls will open and when the members may attend a membership or Board meeting to witness the review, count and tabulation of ballots by the inspector(s) of election.

3. Delegate District Meetings and Election of Delegates

- a. Each Delegate District will hold a biennial balloting of its membership to elect Delegates and to conduct district business. Generally, the Delegate

District biennial ballotings will occur in the month of June of even-numbered years.

- b. Each district will elect one Delegate and one Alternate Delegate.
- c. Delegates are elected for two-year terms, or until their successor is elected, whichever is later. Delegates must be Members of the Association.
- d. The Association will send out a Notice of Biennial Delegate District Balloting with information on when polls will open and when the members and candidates may attend the Annual Meeting and/or Board meeting to witness the review, count and tabulation of ballots by the inspector(s) of election.
- e. Meetings of the members of a Delegate District (“Delegate District Special Meetings”) may be noticed by the Association from time to time to vote on matters which are proper for member vote.

4. Candidates for Elected Office

- a. The Association's General Manager shall provide general notice of the procedure and deadline for submitting a nomination at least 30 days before any deadline for submitting a nomination. Individual notice shall be delivered pursuant to Section 4040 if individual notice is requested by a member.
- b. Prior to the Annual Meeting or Biennial District Meetings, the Nominating Committee will distribute a request-for-candidates form seeking candidates for the Board or for Delegates. The form must be completed by the candidate or by a nominating member and received by the Nominating Committee by the deadline stated in the form in order to ensure the candidate's name appears on the ballot. Regardless of whether a candidacy form was completed, any candidate may still be nominated by himself, herself or by someone else from the floor of the meeting.
- c. The candidacy form may include the opportunity for each candidate to submit a 150-word written statement reasonably related to the election, including advocating a point of view. Candidate statements received on a timely basis will be included with the Association's mailing of the notice and ballot materials. The Association will not edit or redact these statements but may include a statement specifying that the candidate is responsible for that content.
- d. Disqualification

- i. The Association shall disqualify a person from a nomination as a candidate for not being a member of the Association at the time of the nomination.
 - ii. The Association shall disqualify a nominee if that person discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would either prevent the Association from purchasing the fidelity bond coverage required by Section 5806 should the person be elected or terminate the Association's existing fidelity bond coverage as to that person should the person be elected
 - iii. The Association shall disqualify a nominee for failure to be current in the payment of regular and special assessments which are consumer debts subject to validation. The Association also requires a director to be current in the payment of regular and special assessments. The Association may not disqualify a nominee for nonpayment of fines, fines renamed as assessments, collection charges, late charges or costs levied by a third party. The Association shall not disqualify a nominee for failure to be current in payment of regular and special assessments if any of the following circumstances are true:
 - (1) The nominee has paid the regular assessment or special assessment under protest pursuant to Section 5658;
 - (2) The nominee has entered into a payment plan pursuant to Section 5665;
 - (3) The nominee has not been provided the opportunity to engage in internal dispute resolution pursuant to Article 2 (commencing with Section 5900) of Chapter 10.
 - iv. The Association shall disqualify a nominee if the person, if elected, would be serving on the Board at the same time as another person who holds a joint ownership interest in the same separate interest parcel as the person and the other person is either properly nominated for the current election or an incumbent director.
 - v. The Association shall disqualify a nominee if that person has been a member of the Association for less than one year.
- e. Meet the Candidates Night: The Association may hold an informal gathering prior to the Annual Meeting. All Board candidates may participate, including those who did not submit a candidate's form but who

have advised the Association of their intention to be nominated from the floor of the meeting. The Association may establish a neutral agenda and guidelines for the event.

5. Inspector(s) of Election

- a. One or three inspector(s) of election ("Inspectors") will be selected and appointed by the Board of Directors at an open Board meeting approximately 90 to 120 days prior to the date of the Annual Meeting and approximately 60 to 90 days prior to any other membership vote to be conducted by the secret ballot process described in these rules.
- b. The Board may, but is not required to, select non-member third parties as the Inspectors, which may include, but is not limited to, a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public.
- c. The Board will not select a member of the Board of Directors, a candidate for the Board of Directors, a relative of a member of the Board or of a candidate, or a person or business entity currently employed by or under contract to the Association for other compensable services.
- d. The Board may determine to pay compensation to the Inspectors.
- e. Inspectors' Duties:
 - (i) Determine number of memberships entitled to vote and the voting power of each;
 - (ii) Determine the authenticity, validity and effect of proxies, if any;
 - (iii) Receive ballots;
 - (iv) Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote, including verification of signatures;
 - (v) Count and tabulate all votes;
 - (vi) Determine when the polls shall close;
 - (vii) Determine the results of the election;
 - (viii) Perform any acts as may be proper to conduct the election with fairness to all members;
 - (ix) Determine, prior to the mailing of the ballots by the Association, the location where the sealed ballots will be mailed or delivered and where the Inspectors will maintain custody of the sealed

ballots until after the tabulation of the vote by the Inspectors; unless the Inspectors select otherwise, the Association's management office will be the default choice to receive the sealed ballots on behalf of the Inspectors; management will not open, review or count the ballots;

- (x) All duties must be performed in good faith, to the best of the Inspector's ability and as expeditiously as practical, in a manner that protects the interests of all members of the Association.
- f. The Inspectors may appoint additional personnel to assist them in their duties, including registration, counting, tabulating and verifying signatures, but the Inspectors will oversee and be responsible for all actions of such personnel, and such personnel must not be in the category of persons or entities, in subsection "c" above, that the Board may not select.
- g. If there are three Inspectors, the decision to act must be by a majority of the Inspectors and is effective, in all respects, as the decision of all.

6. General Notice Prior to Ballot Mailing

The Association shall provide general notice of all of the following at least 30 days before ballots are distributed:

- a. The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the inspector or inspectors of elections;
- b. The date, time and location of the meeting at which ballots will be counted;
- c. The list of all candidates' names that will appear on the ballot;
- d. Individual notice of the above paragraphs shall be delivered pursuant to Section 4040 if individual notice is requested by a member.

7. Secret Ballot Procedures

- a. Members have a right to verify the accuracy of their individual information on both the candidate list and the voter list at least 30 days before ballots are distributed. The Association or member shall report any errors or omissions to the Inspector or Inspectors who shall make the corrections within two business days.
- b. The inspector or inspectors of elections shall deliver, or cause to be delivered, at least 30 days before an election, to each member, both of the following documents:

- (i) The ballot or ballots; and
- (ii) A copy of the election operating rules; delivery of the election operating rules may be accomplished by either of the following methods:
 - (1) Posting the election operating rules to an internet website and including the corresponding internet website address on the ballot, together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"
 - (2) Individual delivery.

The Inspectors will also mail to members two preaddressed envelopes. A notice will also be sent with instructions on and deadlines for the return of ballots.

- c. The ballot will not identify the voter by name, address, lot, parcel number or unit number.
- d. For election of Directors the ballot will contain the names of any candidates known to the Association at the time the ballot is mailed and blank lines for candidates nominated from the floor.
- e. The ballot itself is not signed by the voter but is inserted into a sealed, preaddressed (to the Inspectors) envelope (Envelope #1).
- f. The sealed Envelope #1 is then inserted by the voter into a second preaddressed (to the Inspectors) envelope (Envelope #2) which should then be sealed. In the upper left-hand corner of Envelope #2, the voter shall sign his or her name, indicate his or her name, and indicate the address or other identifying account/unit/lot number that entitles him or her to vote. Envelope #2 may be mailed or delivered by hand to the preaddressed address specified on the envelope.
- g. The owners of multiple properties must submit separate sealed ballot envelopes (#1 and #2) for each property.
- h. The member may request a receipt for hand delivery of the sealed Envelope #2 to the location selected by the Inspectors. Any member desiring a receipt for mail delivery should send the ballot by certified mail, return receipt requested, to the location selected by the Inspectors.
- i. Only the Association's ballots in the form which are sent out to the membership by the Association or are provided by the Association at the membership meeting will be accepted by the Inspectors.

- j. No member shall be denied a ballot for any reason other than not being a member of the Association at the time when ballots are distributed.

8. Proxies

- a. Proxies will be accepted only if Inspectors determine the proxies meet the requirements of the Bylaws, California Corporations Code and California Civil Code.
- b. Any instruction given in a proxy that directs the manner in which the proxy holder is to cast the vote must be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain.
- c. The proxy holder must be present in person at the meeting and shall cast the member's vote by secret ballot.
- d. Any member who gives another person his/her proxy does so with the full understanding that the Association and Inspectors will not be responsible for ensuring that any proxy holder votes the proxy in accordance with the proxy holder's direction.
- e. General Power of Attorney: A ballot shall not be denied to a person with a general power of attorney for a member.

9. Effect of Submitting a Ballot

- a. Once a member mails or delivers his/her ballot, that ballot cannot be changed or revoked.
- b. Only one ballot may be submitted for each address. Once a member submits a ballot with regard to a particular address, no other ballot or proxy may be submitted for that property. Should more than one ballot be received for any property, the first ballot received will be the one counted. If it cannot be determined which ballot was the earliest received, no ballot will be counted for that property except one ballot for quorum purposes only.

10. Registration of Secret Ballots at the Meeting

- a. The Association will have the membership registration list at the meeting.
- b. Management will not register any of the ballots or proxies received by the Association. Registration will be performed by the Inspectors.
- c. All ballots must be sealed in the two sealed, preaddressed envelopes, and Envelope #2 must contain all required information on the upper left-hand corner.

- d. If a member brings ballots for other members to the membership meeting, the ballots must be sealed in separate individual Envelopes #1 and #2 as required above. The Inspectors will register and make all necessary determinations regarding those sealed ballot envelopes.
- e. The Inspectors will review the information provided on the upper left-hand corner of Envelope #2, and will determine whether the failure to include any information should result in the ballot being counted for quorum purposes only or not counted for any purpose. The Inspectors will require, at a minimum, the following:
 - (i) The name of the member must be legible and must match the name of at least one of the record owners of the property as shown on the Association's membership list;
 - (ii) The member's signature must be on the Envelope #2;
 - (iii) The address shown on Envelope #2 must correspond to the member's property address on the Association's membership list.
- f. The ballot of a person with general power of attorney for a member shall be counted if returned in a timely manner.

11. Registration of Members in Person

- a. Members wishing to vote in person at the membership meeting must present themselves at the registration table.
- b. A member may not revoke any previously mailed or delivered ballot. If the Inspectors confirm that a ballot was received by the Inspectors, the member may attend the meeting but will not be given a new ballot to vote at the meeting. If the Inspectors confirm that a ballot was not received, the member will be given a ballot and two envelopes to mark, seal and complete and cast in secret at the meeting.
- c. Members voting in person at the meeting must still use the Association-provided ballot and Envelopes #1 and #2, and Envelope #2 must be filled out, sealed and signed. Failure to use the two envelope system at the meeting may lead to invalidation of the ballot cast at the meeting and shall prevent the ballot from being counted at any adjourned date if the meeting is adjourned for lack of a quorum.

12. Registration of Proxies/Determination of Quorum

- a. If a person brings proxies to the membership meeting, the Inspectors will review and make all necessary determinations regarding those proxies, including the validity of those proxies.

- b. The Inspectors will determine, based upon the count of the number of members voting (as appropriate) in person, by proxy, or by mail, as shown on the registration list, that quorum has been obtained.
- c. If a member has cast a ballot by mail or delivery to the Inspectors, that ballot will supersede and control over any proxy submitted, regardless of date.
- d. Upon determination that a quorum has been obtained, the Inspectors may close registration at the polls. Once registration at the polls has been closed, no member may revoke his/her proxy.

13. Adjourned for Lack of Quorum/Recessed Meeting

- a. If any membership meeting is adjourned to another date due to lack of quorum, ballots already received by the Inspectors in properly completed, sealed Envelopes #1 and #2 will be valid for adjourned meetings.
- b. The ballots will be counted during a properly noticed open meeting of the Board or during a membership meeting. The Inspectors may request that any meeting be recessed to allow the Inspectors to continue the counting and tabulation of the ballots at another time. Notice of the recessed meeting will be given as required by law. The Inspectors will continue to maintain custody of all ballots until the counting and tabulation is complete.

14. Observation/Custody of Ballots, Etc.

- a. Any candidate or other member of the Association may witness the counting and the tabulation of the votes.
- b. No person, including any member of the Association, any employee or manager, may open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
- c. The sealed ballots at all times will be in the custody of the Inspectors. After the tabulation of the votes, all election materials will be in the custody of the Inspectors for at least one year following conclusion of the vote and until time for challenging the election per Civil Code Section 5145 has expired. After which time, custody of the election materials shall be transferred to the Association.

15. Materials/Voter List Availability

Retention of, as Association election materials, both a candidate registration list and a voter list are required. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or

both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. The Association shall permit members to verify the accuracy of their individual information on both lists at least 30 days before the ballots are distributed. The Association or member shall report any errors or omissions to either list to the inspector or inspectors who shall make the corrections within two business days.

16. Consultation With Association Counsel

The Inspectors will have the authority to confer with Association legal counsel in advance or at the meeting. Legal counsel represents the Association and does not represent the members, Inspectors, Board members, management or any other person. By the adoption of these rules, Association legal counsel has been authorized by the Board of Directors to provide advice to and to waive the attorney-client confidential communication privilege, as determined necessary or prudent by the attorney, to inform and advise the Inspectors regarding issues related to the Inspectors performing their duties for the Association. The Inspectors may confer with Association legal counsel outside the presence of the members.

17. Nominating/Balloting

Once registration for the polls has been closed, if a quorum is present, the membership meeting may proceed with nominations from the floor (if applicable), followed by balloting, etc.

18. Tabulation, Counting, Inspectors' Conduct, Etc.

- a. Once the balloting has been closed by the Inspectors, the Inspectors may then open the sealed envelopes and begin the count and tabulation of the ballots.
- b. All votes shall be counted and tabulated by the Inspectors in public, at a properly noticed open meeting of the Board or of the members, after verification of a quorum of the membership.
- c. If the Inspectors open the envelopes and determine that there is no ballot in the envelopes, then the Inspectors will indicate on the registration list next to that owner's name that no ballot was received.
- d. Members and candidates may witness the counting and tabulation from a distance of no less than six feet from any Inspector.
- e. The Inspectors will not provide members or candidates with information, will not answer questions, engage in discussion and will not provide any

interim counts or tabulations. Inspectors will only provide the members or Inspectors with a final count and tabulation.

- f. Members and candidates may not communicate with the Inspectors during the inspection, registration, count or tabulation process.
- g. Ballots must be legible and clearly marked.
- h. Inspectors will certify the results of the membership election by completing a report.

19. Voting by Delegates

Delegates shall cast all votes in accordance with the membership instructions from their districts except to the extent the Delegates are permitted by the governing documents to exercise discretion. Delegate-cast ballots are not secret ballots, and by necessity, each must reflect the Delegate district for which the Delegate ballot was cast. The Inspectors of Election may employ such Delegate voting procedures as the Inspectors of Election determine are reasonably necessary to facilitate the Delegates' performance of their duties and ensure the will of the members is accurately transmitted via Delegate voting.

20. After Tabulation

- a. Results of the election shall be announced and be promptly reported to the Board of Directors and recorded in the minutes of the next meeting of the Board.
- b. Results shall be available for review by all members after the certification of the membership meeting by the Inspectors.
- c. Tie Votes: In the event of a tie vote among any number of the candidates, the Association will notice a special membership meeting and send out ballots to all eligible members for a vote to break the tie. Said vote shall be conducted in accordance with the procedures herein, to the extent they are applicable to a run-off vote. No previously cast ballots or proxies will be used at the meeting to break the tie.
- d. Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all the members.
- e. In the event of an election challenge and upon receipt of a written request from a member, the Association will make the ballots available for inspection and review by Association members or their authorized representatives. In order to protect the security of the ballots, one or more Association representatives must be present during such review. The Association will not make proxies available for review or inspection.

- f. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

21. Access to Association Facilities and Communications/Use of Association Funds

- a. If any candidate or member advocating a point of view is provided access to any Association media, including newsletters, Internet websites, other Association publications during any campaign, for purposes that are reasonably related to that election, then all candidates and members advocating a point of view shall be provided with equal access for purposes reasonably related to that election.
- b. The Association shall not edit or redact any content from these communications but will provide a statement specifying that the candidate or member, not the Association, is responsible for that content.
- c. Access to common area meeting space will be made available to all candidates and members advocating a point of view; for purposes reasonably related to the election; at no charge; on a first-come, first-served basis. Reservations of clubhouse use will be accepted following mailing of the membership meeting notice.

22. Opportunity for Internal Dispute Resolution ("IDR")

Any member disputing or challenging any aspect or application of these rules, including, without limitation, the member's qualifications to be nominated as a candidate for the Board, has the opportunity to engage in IDR with the Association pursuant to the procedure provided at Civil Code Section 5915.

ARTICLE X - RIGHTS OF ENFORCEMENT

10.01 Assessments

All Owners are obligated to pay a monthly assessment to the Association to cover the cost of operating and maintaining the community facilities. Sub-Association owners must also pay assessments to their Sub-Association to cover the costs for maintenance of the greenbelts and facilities specific to their Sub-Association. Each owner is mailed a monthly statement detailing their recent account activity. The monthly assessment is due the first (1st) day of each month and is delinquent after the fifteenth (15th) day. Even if you fail to receive a monthly statement the assessment is due by the (15th) day of each month.

The monthly assessment is established annually by your Board of Directors. Each year the Board of Directors for each of the Associations formulates a budget. The budget is mailed out to the membership no later than thirty (30) days and no earlier than sixty (60) days prior to the beginning of the succeeding fiscal year. Each of the Associations has a calendar fiscal year end. The monthly fee includes an amount collected for regular maintenance and operating costs as well as for future repairs to the common area facilities and structures applicable to each Association.

10.02 Violation and Fine Schedule

The Board of Directors for the Sun Lakes Country Club Homeowners Association maintains the right, subject to notice and hearing, to discipline owners by any of the following means: fines, suspension of voting privileges and/or community facilities use privileges. Disciplinary action may be taken for any of the following reasons:

- (1) Failure to submit payment of a duly levied compliance assessment for costs incurred by the Association to perform maintenance or repairs to Association properties as a result of the willful or negligent acts or omissions of any Owner, resident or guest.
- (2) Failure to submit payment of a duly levied compliance assessment for the costs incurred by the Association in bringing an Owner's unit into compliance with the governing documents of the Association.
- (3) Failure to submit payment of a duly levied compliance assessment, together with late charges, interest and reasonable attorney's fees, as result of disciplinary proceedings against an owner and/or resident. Compliance assessments are due and payable to the Association thirty (30) days after notice to the owner or resident of the decision by the Board to impose such an assessment (fine).
- (4) Violations of the Association's governing documents including these rules and regulations.

Some violations may warrant handling in a different manner, in which case, one or more of the following steps below may be repeated or omitted, depending upon the circumstances. Owners may report violations to the management company or the Board of Director by submitting a written complaint describing the violation. The Board of Directors, management company or committee appointed by the Board may also note any violations discovered during an inspection or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, actions will generally be taken as follows:

Initially owners and/or residents are provided written notification of a violation of the governing documents of the Association, including the *Rules and Regulations* and the *Architectural Standards and Guidelines*. At that time the owner and/or resident will be asked to correct the violation.

Should the violation continue, a *Notice of Violation* will be issued. This notice will provide the opportunity for the Owner and/or resident to inform the Board of Directors that the violation has been corrected.

The final form of correspondence an owner and/or resident will receive with regard to a violation would be a *Notice of Hearing*. This correspondence is meant to inform the owner and/or resident of the date the Board of Directors has scheduled to hear the alleged violation.

Once the Board of Directors has held a hearing, it will vote on an appropriate resolution of the matter. After the Board of Directors has reached its decision, the owner and/or resident involved will be notified of the Board's finding. The Board of Directors maintains the right to: (1) Decide to levy a compliance assessment against the owner's account; (2) Suspend or condition the right of

such owner or resident to use any common area use of facilities owned, operated or maintained by the Association or which the resident otherwise has the right to use as provided in the governing documents of the Association; (3) Suspend an owner’s voting privileges; and, (4) Record a *Notice of Noncompliance* encumbering the owner’s property.

If the Board of Directors elects to impose a fine for violations, fines will be imposed in amounts no greater than reflected on the following schedule:

<i>Description</i>	<i>Amount</i>
First Violation	\$50.00
Second Violation	\$100.00
Third Violation	\$200.00
Fourth and Following Violations	\$300.00 each

The Board may choose to impose a compliance assessment in a frequency appropriate and reasonable for the violation. For example: it may be appropriate to impose a \$100.00 compliance assessment weekly for violation of the painting maintenance rules; a \$50.00 compliance assessment for a parking violation may be imposed daily or each time the parking rules are violated. Once cumulative compliance assessments (fines), interest and late charges have reach \$1,000.00, other solutions will be sought by the Board to resolve the matter for which the initial compliance assessment was being imposed. Compliance assessments will be billed through the Owners’ monthly assessment statement.

10.03 Parking and Citation Enforcement

Parking citations are addressed according to a ninety (90) day cycle from the first citation issued. If no additional parking citations are received within ninety (90) days of the first citation issued, the enforcement schedule is reset. The schedule of enforcement for Parking Citations are as follows:

1st offense – Violation Notice

2nd offense (within 90 days of first offense) – Violation Notice

3rd offense and all subsequent offence (within 90 days of first offense) – Scheduling of a Disciplinary Hearing before the Safety and Security Advisory Committee.

After a disciplinary hearing has been conducted, the Safety Advisory Committee has the authority to impose compliance fines for each violation in amounts no greater than what is reflected in the Sun Lakes Rules and Regulations enforcement schedule outlined in Article X – Rights of Enforcement, Section 10.02 Violation and Fine Schedule. The Safety Advisory Committee may also forward the matter to the Master Board of Directors for additional action, which may include daily fines, suspension of voting privileges and/or community facility use privileges.

Once the Safety and Security Advisory Committee holds a hearing, and has reached a decision, the owner and/or resident involved will be notified of the Committees findings by mail. If a fine has been issued for a violation, the total amount will be due within thirty (30) days from the date of the hearing. If the amount is not received by the stipulated due date, and no action of

appeal has been initiated, the fine amount will be placed on the homeowner's assessment account.

ARTICLE XI - ARCHITECTUAL STANDARDS AND GUIDELINES

ARTICLE I

OVERVIEW

These Architectural Standards and Guidelines have been adopted by the Board of Directors in accordance with its authority under Article VII, Section 7.03 of CC&R's for the Association. The purpose of the Architectural Standards and Guidelines is to provide guidelines to protect, preserve and maintain the aesthetics and the property values of the residences at the Association. The Architectural Standards and Guidelines serve to augment the Association's CC&Rs (in particular, Article VII of the same) by addressing typical proposed improvements to residences. The Architectural Standards and Guidelines further provide Owners with a basic understanding of the function of the Master Architectural Committee, the architectural approval process, and the enforcement procedures.

All owners and residents within the Association ***including Lakeside, Lakeside II and Fairway Villas Community Associations*** should be familiar, and are obligated to comply, with the CC&R's and other governing documents. If the Architectural Standards are in conflict with the CC&R's and Bylaws, the CC&R's and Bylaws take precedence over the Architectural Standards and Guidelines.

ARTICLE II

REQUIRED APPROVAL

- 2.1 Prior Approval Required. No exterior Improvement of any kind shall be built, constructed, erected, installed, modified, altered or planted by any owner or resident on any lot within Sun Lakes Country Club until the plans and specifications have been submitted to and approved, in writing, by the Master Architectural Committee.

Unapproved construction, installation, alteration or removal of an Improvement is a violation of the governing documents. Failure to comply with the governing documents may result in enforcement action, including, but not limited to, imposition of a fine, assessment and/or other penalty, and/or legal action.

- 2.2 "Improvement". The term "Improvement" includes, but is not limited to, any structure and any appurtenance thereto, including a building, walkway, irrigation system, garage, gazebo, storage shed, controlled access facility, recreational facility, road, driveway, parking area, fence, wall, awning, retractable shades, stairs, deck, landscaping and planting, hardscape, softscape, planter, doghouse, dog run, gutter, downspout, lighting, antennae, windbreak, the exterior surface of any visible structure and the paint on such surface, pole, sign, exterior air conditioning, water-softener fixture or equipment, permanent or built-in barbecue, patio cover, arch, swimming pool, spa, fountain, exterior ornament, lawn ornament, statue, screen doors, window bars, water feature, pond, and

solar energy system as well as any changes, alterations or other modifications to the exterior of any existing Improvements, any variance, and any similar structure or feature discussed in these Architectural Standards. (*Refer to Article II, Section 2.31 Improvements of the CC&R's*)

- 2.3 Neighbor Agreements-No Substitute. Agreements between neighbors will not, under any circumstances, circumvent the Architectural Standards or replace the requirement for prior approval from the Master Architectural Committee.

ARTICLE III

REVIEW CRITERIA

The Master Architectural Committee will review each proposed Improvement on its individual merit. This includes a consideration of many factors, including, but not limited to, the proposed overall design, the characteristics of the housing type of the applicant's residence, whether the proposed Improvement will be detrimental to the appearance of the development, whether the appearance of the proposed Improvement will be in harmony with surrounding structures, whether the construction of the proposed Improvement will detract from the attractiveness of the development, whether the upkeep or maintenance of the proposed Improvement will become a burden to the Association, and whether the proposed Improvement meets or complies with the Architectural Standards and the provisions of any Master Association governing document, as the same may be revised and amended.

The Master Association is not responsible for and does not review applications for or make any decision regarding the application's compliance with building codes or other laws. Master Association approval does not relieve the owner of any duties to obtain city permit(s) nor does Master Association approval reflect compliance with any other public agency requirements. If an applicant contends that any provision of law mandates or requires the installation of all or any part of any proposed Improvement, the applicant must specify, in writing, to the Master Architectural Committee what provision of law applies and what components of the proposed Improvement are required by law.

ARTICLE IV

APPLICATION PROCEDURE

- 4.1 Required Submittals. In order to seek approval for a proposed Improvement, an owner or resident must submit the following materials to the Master Architectural Committee:
- (a) A Home Improvement Application (available at the Sun Lakes Country Club Administrative Office);
 - (b) Complete plans and specifications for any and all proposed Improvements, including, as appropriate, elevations, scale drawings, engineering reports, architect's renderings, plot plans and the like, showing the nature, kind, shape, height, width, color, materials and location of the proposed Improvement, the relation of the proposed Improvement to surrounding Improvements, as well as

any other pertinent information regarding the Improvement or any other information required by these Architectural Standards or other governing documents; and

- (c) Recommendation. When a contractor is being used, the Association recommends the homeowner obtain copies of (i) the contractor's insurance, (ii) business license, and (iii) California State Contractor's license. The association does not require copies be submitted with the application.

4.2 Incomplete Applications. The Master Architectural Committee, *through the planning and compliance department*, may also require submission of additional materials before it will consider an application.

4.3 Neighbor Awareness. The Neighbor Awareness section on the Home Improvement Application requires the signature of at least two neighbor owners within three units of your property on all new applications prior to you submitting it to the Master Architectural Committee. This *may* include owners on all sides. These signatures of your neighbor owners on your application only signify that they are aware that you are proposing to construct and/or install the Improvement(s) you have described on the application. Although neighbor owners sign a Home Improvement Application, one or more may be opposed to the proposal. Neighbor owners who wish to express their opposition may submit an objection, in writing, to the Master Architectural Committee through the Planning and Compliance Department.

4.4 Application Processing. After the Master Architectural Committee has received your complete Home Improvement Application, including all of the required attachments, the Master Architectural Committee will communicate a decision regarding your application to you within 60 days of the date on which the Master Architectural Committee received your application.

4.5 Appeal. If the proposed application is disapproved, the decision will include an explanation for the disapproval; *and*, the owner may appeal the disapproval to the Board of Directors by sending the Association a written request for an appeal within 30 days of the date of the disapproval. The Board of Directors will hear such an appeal within 60 days of the date the request for an appeal is received, or at such other date as is agreed upon between the Association and the owner.

4.6 Variations. The Master Architectural Committee must also review all requests for variances from the Architectural Standards. In the event you are requesting a variance from the Architectural Standards, you must submit the following materials:

- (a) A written request for a variance;
- (b) Complete plans and specifications for the requested variance showing the nature, kind, shape, height, width, color, materials and location of the proposed variance;
- (c) A written statement of the special circumstances that justify the proposed variance in accordance with Section 7.03(b) of the CC&Rs; and

(d) Neighbor awareness signatures.

- 4.7 Contractors. The owner of the residence is the party responsible for obtaining Master Architectural Committee approval for a proposed Improvement. However, a contractor may submit a completed Home Improvement Application on an owner's behalf.

ARTICLE V

PERMITS AND INSPECTIONS

- 5.1 City/County Permits. Approval granted to a Sun Lakes property owner by the Master Architectural Committee for any Improvement does not waive the necessity for an owner to obtain all required city and county building permits. Conversely, obtaining city and county building permits for a proposed Improvement does not waive the requirement for an owner to submit a Home Improvement Application to the Master Architectural Committee and receive approval prior to the start of construction or installation. It is the responsibility of the homeowner to assure that all required permits have been obtained.
- 5.2 Homeowner Improvement Permit. An owner who has been granted approval for an Improvement will receive a Home Improvement Permit from the Association. The Home Improvement Permit must be posted on the garage door of the residence, or a window visible from the street, at all times during the course of construction.
- 5.3 Completion Time. The length of time to complete an approved Improvement (under the approved permit) is 120 days from the date of approval. Requests for extensions will be evaluated by the Master Architectural Committee on a case-by-case basis.

An exception to the 120-day completion date will be given to landscape applications that require 2 years (2 growing seasons) for plant material to meet 50% softscape coverage of the front yard as stipulated in the architectural standards.

Failure to complete the approved modification, within the one-hundred-twenty (120) day dead line, without a submitted extension request for the Master Architectural Committee's consideration, will be considered in violation and all work on the project must cease. A hearing will then be scheduled for the owner to attend in which the MAC may impose fines and other stipulations on the project.

- 5.4 Return of Permit. The Home Improvement Permit must be returned to the Administrative Office when the Improvement is completed. Return of the permit serves to notify the Master Architectural Committee that the Improvement is completed and ready for inspection.
- 5.5 Inspections. After the owner gives the *planning and compliance department* notice that the Improvement is completed (by returning the Home Improvement Permit), the *planning and compliance department shall* inspect the property for compliance with the approval. If it is found that an Improvement was not completed in accordance with the approved Home Improvement Application and related materials, the owner will be

notified of the noncompliance, in writing, within 30 days of the inspection date. An owner shall correct the noncompliance within 30 days of the date of the notice of the same.

Upon inspection, If the landscape does not meet the stipulated 50% softscape requirement within 2 years of the date of the original landscape application approval, the owner will be notified and issued 15 days to submit a landscape application and plan for review and consideration by the MAC. The new plan must include additional plant material needed to bring the yard into immediate compliance and show 50% softscape coverage. Upon approval of the new application, the owner will have 30 days to complete all approved work or the violation will be brought before the MAC for additional action and/or fines as long as the violation remains open.

The Association may also inspect, at any time, for compliance with the governing documents and may take such action as is appropriate under the governing documents if a violation is observed. If, during construction of an approved Improvement, the Association observes a deviation from the plans as approved, it may issue a notice to the homeowner of the discrepancy; however, the Association has no obligation to periodically inspect during the construction process. It is the homeowner's responsibility to ensure the construction proceeds in accordance with the Association's approval.

ARTICLE VI

CONTRACTORS

- 6.1 Owner Responsibility. Notwithstanding any provision herein and notwithstanding the availability of direct recourse against a contractor, owners are responsible for ensuring their contractors, and the contractors' employees, agents and so forth, comply with the Association's governing documents, including, but not limited to, the CC&Rs, the Association's Rules, and these Architectural Standards. A contractor's violation of any of the governing documents may result in the Association's levy of a Compliance Assessment against the responsible owner pursuant to Article V, Section 5.06, of the CC&Rs.
- 6.2 Adherence to Governing Documents. Contractors and/or their employees found not abiding by the Association's governing documents may be subject to having the Contractors and/or their employees face revocation or restriction of access into the Sun Lakes Country Club community.
- 6.3 Alcoholic Beverages and Drugs. Contractors registered with the Association and/or their employees are not permitted to consume or have possession of any alcoholic beverage or illegal drug on Sun Lakes Country Club property.
- 6.4 Business Solicitation. Soliciting business is not permitted on Sun Lakes Country Club property.
- 6.5 Disposal of Debris. Contractors are responsible for disposing of their own excess materials and waste *off-site daily*. There is to be no washing or cleaning of tools on the streets or in the gutters.

- 6.6 Dumping. Dumping on Sun Lakes Country Club property is strictly prohibited. This includes Sun Lakes Country Club undeveloped land.
- 6.7 Entry Arrangements. Homeowners are responsible for making arrangements for contractors to enter into the community with the Sun Lakes Country Club gate attendant. The homeowner is not to allow the contractor to use a homeowner's V.A.C.D. under any circumstances.
- 6.8 Gate Usage/Speed Limits. Contractors registered with the Association and contractors hired by residents who are identified tampering with or breaking the barrier arms at the automated gates will be charged a minimum of \$100.00 and are subject to other sanctions from the Sun Lakes Country Club community. Additional charges may be billed, at actual cost, for damage to the automated gate equipment.

Contractors are subject to the Association's speed limits on the Association's private streets and are subject to fines pursuant to the fine schedule in the Association's Rules.

- 6.9 Hours of Work. Workdays for contractors will start no earlier than 7:30 a.m., and the workers must be off the premises by 5:30 p.m. This applies to setup in the morning and cleanup in the evening. Work is permitted Monday through Saturday. No contractor work is permitted on Sundays and holidays.
- 6.10 I.D. Requirements. Contractors with employees who require access to the community without a contractor's presence must provide the employee with identification stating company or contractor name, employee name, and signature of employee. All must be legible.
- 6.11 Insurance. Homeowners should ascertain that contractors have a valid certificate of insurance providing coverage for workers' compensation, personal liability, property damage, and commercial auto/vehicle coverage. A contractor shall also maintain a City of Banning Business License and a California State Contractor's License throughout the period of approval and construction.
- 6.12 Registration. All contractors working in the Sun Lakes Country Club on a regular basis must register with the Administrative Office – special gate entry permits will be issued at that time. Contractors must have valid California State required automobile insurance for all of their vehicles and should be prepared to show proof of such when requested. Contractors must have a California State Contractor's License and a current City of Banning Business License when working within the Sun Lakes Community.
- 6.13 Use of Restrooms. Contractors and their employees are not to use clubhouse or golf course restrooms.
- 6.14 Visitors. Contractors and their employees are not permitted to bring children, family members, guests or visitors on the premises at any time.

- 6.15 Noise. Contractors and their employees must maintain noise level to a minimum. Among the prohibited noises are use of radios and yelling.

ARTICLE VII

SPECIFIC ARCHITECTURAL STANDARDS

7.1 Air Conditioners.

- a. Window-mounted units are prohibited.
- b. Moving of air-conditioning compressors from the position as installed by the builder is strictly prohibited without the prior approval of the Master Architectural Committee. A Home Improvement Application must be submitted to the Committee, with plans showing the original and proposed sites for the compressor unit. Neighbor awareness as per Article II, Section 2, of the Architectural Standards must be followed.
- c. Air conditioning units of any type shall not be installed within the easement area of a Z or Zero lot-line property.

7.2 Antenna/Satellite Dishes. No prior approval is required for installation of satellite dishes of less than a meter in diameter, traditional television antennas or wireless cable antennas upon property within the exclusive use/control of an owner or resident with an ownership or leasehold interest in the property. Subject to FCC Regulations and any other applicable laws, owners are requested to comply with the following guidelines for the installation of such items or associated cabling:

- (a) The satellite dish antenna *and wires* should be installed in a safe and unobtrusive location.

7.3 Arches/Arbors. An arch/*arbor* is a *freestanding* passageway with a minimum height of 6-feet 8-inches and a maximum height of 8-feet 0-inches. If constructed of wood, the minimum frame material required shall be 1" x 3" or 2" x 2". It must be painted white or to match stucco or trim of house. If an arch is placed upon two columns constructed of masonry material, the columns cannot exceed 5-feet 2-inches in height, total height not to exceed 8-feet 0-inches.

7.4 Added Ventilation. Ventilators and/or other mechanical apparatus requiring roof installation are generally not permitted; *however, there* have been new designs for ventilators which may be considered on a case-by-case basis.

7.5 Awnings/Shades.

- a. The use of awnings is not allowed.
- b. Retractable shades, when rolled up, must not be seen from the street, common area or golf course; and must be retracted at night and when not in use.

- c. For sun control, tinted screens and/or solar screens may be approved on a case-by-case basis.
- 7.6 Barbecues. Barbecues shall be located in rear yards only and shall not be constructed on or attached to any property line, common wall or fence. Permanent structures of any kind are not permitted to be constructed in an easement area. In determining the location of a barbecue, consideration of one's neighbor(s) should be considered with regard to smoke drift and visual impact.
- 7.8 Bird Feeders. Bird feeders may not be installed at a location where they could cause a nuisance to the adjoining neighbors. There may be no more than two bird feeders per residence.
- 7.9 Clotheslines. The installation of a clothesline is prohibited.
- 7.10 Doghouses, Doggie Doors and Dog Runs. Installation of doghouses and dog runs are permitted as long as they are not visible from any street, common area or golf course. Doghouses and dog runs must be maintained in a neat and clean manner at all times. In determining the location of dog runs or dog houses, odor, noise and visual impact to neighbors must be considered. Doggie Doors will be reviewed on a case by case basis by the Master Architectural Committee.
- 7.11 Dry Streambeds. Dry streambeds should have the appearance of a natural stream and are limited to a minimum-sized aggregate (rock) of three inches in diameter. The width of a dry streambed may not exceed four feet. Drainage shall not be directed onto any sidewalk, walkway or driveway. The color of the proposed rock being used in a dry streambed must be identified on the submitted landscape plan. No more than one dry streambed may be placed in the front yard. Length will be considered on a case-by-case basis.
- 7.12 Exterior Lighting.
 - a. Lights are to be directed within a resident's property. Proposed fixtures are to be compatible with a residence in style and scale. Provide the voltage and bulb wattage, along with all dimensions and a picture or drawing with your application.
 - b. Light posts with multiple fixtures are not permitted in the front of any lot or in the rear of a lot located on the golf course. Incandescent light fixtures with multiple lights are limited to 45 watts per fixture, and fixtures with a single light are limited to 40 watts.
 - c. String, rope and icicle type lighting may only be placed in the front of the home for holiday decoration use. With the exception that one (1) plant or decorative item, located on the front porch area, may have one (1) strand of white string lighting of no more than 50 lights not to exceed eighteen (18) feet in length, at any time during the year.

White string or rope lighting may be used in the rear yard patio area year-round for decoration and lighting purposes if its placement or illumination does not create a nuisance to surrounding residences. Mounting of the string / rope lighting must be placed

on the interior of the patio cover so that the wire / rope placement is not viewable from common area. In general, icicle and projection type lighting is permitted solely for holiday decoration use.

- d. Solar lighting may not be used in Sub-Association common areas.
- e. Any change or addition to exterior light fixtures requires MAC review and approval including the lighting fixture locations, heights and sizes must be noted on the plans. Exterior lighting is to be indirect and shielded from adjacent properties.
- f. All lights must be compatible with house design and should be simple in design and color. No exposed wires or cables are allowed. No exterior lighting shall be placed or maintained upon any lot so as to cause an unreasonable glare or illumination upon any other private or common lot.
- g. "High pressure sodium", "metal halide" or other high intensity lamp sources are prohibited except as installed by the Builder. Non-incandescent and other bulbs are limited to the above equivalent lumens.

7.13 Exterior Ornaments/Objects. An ornament is any inanimate object, constructed with any type of material that has the sole purpose of decoration.

- a. The display of novelty ornaments or decorations on any portion of a lot visible from any street, common area or golf course is limited to a maximum of eight (8).
- b. The total number of ornaments/objects cannot exceed eight (8) and shall include in that number flower pots. The pots must contain live flowers or shrubs. The total height of the pot and plants must be no taller than seven (7) feet.
- c. The resident must maintain these plants at all times. If the plant material in the pot dies, the resident will remove the pot from view or replace the plant material.
- d. Ornaments or pots exceeding in number or size require MAC approval prior to placement. Ornament/objects are acceptable if it fits within an envelope approximately four (4) feet high by two (2) feet wide.

7.14 Fences and Walls/Retaining Wall/Courtyards.

- a. Materials and colors used for fences, gates and/or walls are subject to approval. Replacement fences and/or walls separating adjacent lots, both on and off the golf course, must match original dimensions. (See Appendix Diagram A.)
- b. Fence heights shall not exceed 5-feet 2-inches unless the original fence is higher. Front-yard fence and/or wall maximum height is subject to approval on a case-by-case basis. Replacement stucco block walls must match either the color of the golf course walls, the Association walls or the exterior color of the residence. Vinyl, wood, wrought-iron or other fences and gates will be approved on a case by case basis.

- c. Walls and fences between properties are subject to joint ownership. In the event that an owner chooses to replace a fence without the approval of the adjacent owner, the new fence must be contained on the property of the owner who is replacing the fence and can be no higher than the existing fence that remains. All disputes must be resolved before an application will be approved. (For more information see CC&Rs, Section 10.14.)
- d. Property-line walls, including golf course and common area walls, may not be used as retaining walls. Retaining walls and/or curbs, when erected parallel or adjacent to a property-line fence, may not abut or be attached to the fence and must not retain soil above the bottom of the fence line.
- e. Courtyard walls are approved on a case-by-case basis depending upon the location of the courtyard wall and how well it complements the overall aesthetics of the property. Courtyard walls may not exceed 30 inches in height measured on the face of the wall (the side of the courtyard wall visible from the street). Front courtyards will be considered hardscape, as identified in these Architectural Standards. Rather than set specific size limitations, the Master Architectural Committee will consider the effect of a courtyard design on the overall aesthetics of the individual property and the neighborhood. To properly assess a proposed courtyard complete, dimensioned drawings must be submitted.
- f. Demolition, alterations, attachments or anything of this nature to Association or golf course fences and/or walls is prohibited. Plants are not permitted to hang over onto the golf course side of a golf course wall. Nothing, including wrought iron, ornaments lights, etc. is to be built, placed, or attached on top of an association or golf course wall.

7.15 Flags and Flag Pole/Signs, Posters and Banners.

- a. The display of the flag of the United States shall be permitted in accordance with applicable law.
- b. Except as required by law, if a permanent flagpole is to be erected, approval of the Master Architectural Committee is required prior to the installation, and the height can be no more than 20 feet when measured from the original grade, even if the flagpole is not attached at the ground level.
- c. Noncommercial signs, posters, flags and banners are permitted only in accordance with applicable law. Event signs must be removed when the event is over.

7.16 Gates and Driveways.

- a. Gates shall not exceed the height of the existing fence or wall, nor shall the gate have an arch that exceeds 6 inches above the fence or wall. Gates are considered for approval upon submittal of the pattern, color, dimensions and material to be used which will be approved on a case-by-case basis.
- b. Driveway expansion or replacement at a residence for the purpose of additional parking is not permitted. Proposed driveway coatings or decorative designs are subject to approval by the Master Architectural Committee.

7.17 Golf Cart Parking at a Residence. If a garage was built with space that would permit a golf cart to be parked, then that space must be used for golf cart parking. Automobile and golf cart parking within a garage must always take precedence over any other use of the garage, such as “built-in” cabinets, workbenches, etc.

7.18 Gutters and Downspouts/Fascia and Soffit Covering.

- a. Gutters and downspouts must be compatible with the existing exterior color scheme. Runoff must be directed to the street. The use of Association or golf course walls for the purpose of securing or supporting of downspouts is not permitted.
- b. Installation of permanent vinyl, metal or aluminum covering on existing fascia eaves and/or soffits may be approved, but must be either white or match existing stucco or trim. All changes must have the prior approval of the Master Architectural Committee.

7.19 Holidays/Decorating. Appropriate decorations may be displayed outside a residence to commemorate holidays. Decorations may be displayed 30 days prior to the holiday. Decorations and holiday lighting must be removed within 10 days following the holiday.

7.20 Landscape.

- a. Within 120 days from the close of escrow of a new home, the owners must install and thereafter maintain the landscape at their residence. This includes regular maintenance and the periodic replacement of trees, plants, grass and other vegetation at the residence when needed or requested by the Master Architectural Committee.
- b. Trees and shrubs shall be selected and placed in a manner which does not unreasonably obstruct an adjacent resident’s view. The location of the trees and shrubs must always take the adjacent residents' view into consideration when they are fully grown.
- c. Trees, shrubs, plants and other vegetation are not to encroach into or onto adjoining lots or common areas. This includes the root ball or root system, as well as the crown or foliage of a tree, shrub or other vegetation at maturity. Planting of trees on a property line is not permitted except where zero lot line and Z lot line easement conditions exist. In these easement conditions, the trees and shrubs cannot encroach into or onto the adjoining lots, as defined by the easement line and not the lot line. (See Appendix Diagram C for additional information regarding side yard easements.)

All tree and plant material must be maintained in a manner to allow sufficient lighting to the street and/or sidewalk below for which it was intended. Tree/plant material is not permitted to overhang any portion of the street light. A 3-5 foot clearance of all tree/plant material is recommended as a guideline however a larger set back may be required depending upon, but not limited to, the tree/plant type, location and density.

- d. No plant material, including vines, may be located where it would prevent the maintenance or painting of the house, fence, wall or other modification. The mature size of all plant material must be considered when selecting and placing plant material.

- e. The front-yard landscape of each lot shall have a minimum of one 15-gallon, or greater, tree and a maximum of four trees. The 15-gallon tree must be at least 5-feet in height and a main trunk at least 3 inches in circumference when planted. Other front-yard trees, to a maximum of three, may be of a smaller size when and if planted. The front-yard area is defined as the outside area between the street and/or sidewalk and the front side of the home; the front of the home, generally, has a driveway for garage entry. A corner lot, generally, has two areas that are defined as the front-yard area. They are the outside areas between the home and both streets and/or sidewalks. The front yard is the area that is dominantly visible from the street(s). (For example, when planting the required tree in the front yard, areas such as side yards and/or planters that are secluded and located significantly back away from the street(s) will not be considered as the required front yard tree.)
- f. Desert-like landscaping entirely of rock, sand, dirt, etc., will not be approved for front yards. Rock and wood chips may be approved in limited amounts. The Master Architectural Committee must approve the color, size, amount and location. Applicants must include a picture of the front yard and a sample of the material.
- g. The visual aspect of the front-yard landscaping is considered very important. The Master Architectural Committee will require that landscaping which can be seen from the street or streets (corner lots) have a balance between the front-yard softscape and front yard-hardscape. As a guideline, the Master Architectural Committee will generally look for the front-yard area (not including the driveway at its original width) to have a minimum of 50 percent softscape. The Master Architectural Committee may consider front-yard areas (not including the driveway at its original width) with less than 50 percent softscape as an exception. One condition where the Master Architectural Committee may consider less than 50 percent softscape for the front yard is when, at the front of a house, there is a significant difference in vertical elevation between the street and lot. Elevation drawings may be required.
- h. Hardscape in the front-yard area needs to have a balance with a sufficient amount of softscape in order to preserve an attractive streetscape within the Sun Lakes community. Hardscape material, such as concrete, brick, masonry, tile, slate, rock, stone, etc., shall be less than 50 percent of the front-yard area (not including the driveway at its original width). The Master Architectural Committee may consider hardscape in the front-yard area that exceeds 50 percent when special circumstances warrant the exception. Courtyards are allowed as part of the front-yard hardscape and will be considered for approval by the Master Architectural Committee on a case-by-case basis.
- i. Softscape shall be a form of living vegetation, such as grass, plants, bushes, or flowers that will substantially cover the softscape area within two growing seasons. When softscape plant material, such as bushes and/or flowers, is being used that will show an open area or bare dirt, the open area or bare dirt is to be minimal and must be free from weeds and be maintained so that no dirt or other material will run off when being watered. Consideration must be given to the dormant period for certain plants, and supplementary ground cover may be necessary to achieve coverage between plants on a year-round basis. When a large area of the front yard is being planted with only one

variety of softscape plant material, the maximum height generally should not be more than 12 inches at maturity. When the front-yard softscape plant material has a variety in height, the maximum height of any species generally should not be more than 60 inches at maturity, and at least 50 percent softscape plant material must be less than 12 inches at maturity. All softscape plant material shall be maintained at a height that is considered normal for the variety of the plant material, within the above limits. Generally, all plant material, in areas other than the front yard, should not exceed 6 feet (except trees). No front- or side-yard plant material can be installed or maintained in a manner that would interfere with the visual safety of vehicular traffic. To comply with this safety requirement plant material located along lot lines and driveways should not exceed four (4) feet in height within a four (4) foot set back from the curb to maintain visual safety for vehicular traffic.

- j. All irrigation lines are to be subterranean. The type and placement of sprinkler heads should be such that the spray (as much as is reasonable) is limited to the owner's property and does not encroach upon neighboring property.
- k. Appropriate subterranean drainage is to be supplied and directed to the street to prevent runoff onto adjacent lots, common areas, or the golf course. Drainage shall not be directed onto sidewalks, curbs, walkways or driveways.
- l. Nothing, including, but not limited to, trees, shrubs, other vegetation, lights, ornaments, or the structural components of a patio cover, may be planted or erected in the restricted zone of a golf course lot if they will exceed 36 inches in height, as measured from the top of the original rear-yard grade at the base of the wall. The restricted zone is defined as a triangular section in each corner of the rear yard of golf course lots. The triangular restricted zone is bordered on the side by the rear wall bordering the golf course and on the other side by the wall(s) separating your neighbor's residence(s) from yours. Normally, there is no restricted zone on the street side of a golf course corner lot. (See Appendix Diagram B.)
- m. In addition to the submittal materials required by Article IV of these Architectural Standards, the following information is to be provided for proposed landscape Improvements:
 - (1) Listing of plant and tree types;
 - (2) Location of plants and trees on overall site plan showing residence outline;
 - (3) Dimensions, materials, color/finish; and
 - (4) Routing of irrigation lines and drainage.
- n. All use of potted plants, when visible from any street, common area or golf course, must complement the landscape. In general, artificial plants or flowers are not acceptable. The only exception is seasonal artificial flower wreaths that may be placed on the front door of the residence only. Holiday artificial flower items are permitted.

o. Artificial Turf Requirements:

In an effort to recognize the need for water conservation, artificial turf will be considered on a case-by-case basis subject to the following requirements. These guidelines represent the minimum requirements for installation and maintenance of Artificial Turf on homeowner's property that is visible from the adjacent public or common area.

Minimum Master Architectural Committee (MAC) requirements are as follows:

1. Installation must be performed by a licensed contractor who holds an active C27 (Landscaping Contractor License) and/or Synthetic product installation license.
2. MAC submittal must include a plan detailing area(s) to be covered, photo(s) of area(s) where artificial turf is to be installed, identify all materials proposed for use, material safety data sheets (MSDS) for the artificial turf materials, copy of manufacturer warranties for all materials, along with a twelve inches by twelve inches (12"x12") sample of the artificial turf material proposed for installation.
3. Artificial turf installation must have a primary layer on native soil: non-woven, highly-permeable soil stabilizing fabric for the soil type and conditions of the installation.
4. Fabrics utilized must be porous and not impede infiltration of normal watershed to appropriate drainage solutions required by any other related CC&R of property.
5. A minimum of three to five inches (3"-5") appropriate compactable aggregate base with subsequent or additional imported base materials and fabric layers is required. No rubber materials of any kind allowed.
6. Acceptable artificial turf surface fibers include: polyethylene (PE) or polypropylene (PP) with a minimum 10yr. manufacturer's warranty against UV degradation (fading and discoloration). No materials containing lead are permitted.
7. Artificial turf must have a minimum pile height of one-and-three-quarters inches (1.75") and a face weight of no less than sixty (60) ounces per square yard. Indoor or outdoor plastic or nylon carpet shall be prohibited.
8. Acceptable backing materials include perforated, vertically draining, latex or polyurethane coated materials to provide optimum tuft bind and maximum permeability.
9. Infill materials will include but are not limited to: acrylic coated silica sand, recycled PET bead lets, and thermo plastic elastomer coated silica sand.
10. Surfaces must appear seamless and uniform in direction. Edges must appear natural and well groomed.
11. Artificial turf shall be installed and maintained to simulate the appearance of other adjacent natural lawn and landscaped grass within the community. Artificial turf shall be combined with natural plant materials to enhance overall design appearance. The grading in the community shall not be altered.
12. Warranty for installation (workmanship) shall be no less than five (5) years.
13. Installation of artificial turf shall allow space for growth of tree trunks to their mature size.

14. Artificial turf must have a minimum four-inch (4") hardscape barrier or twenty-four (24) inches of softscape (dirt or planter area) installed at shared property lines.
15. Existing lawn irrigation shall be capped and revised to provide proper drip irrigation to trees. Consideration must be given to irrigation of trees at maturity.
16. Once installed, artificial turf must be maintained like any other landscaped area and is to remain free of weeds, debris and odors.
17. Damaged, faded or unsightly artificial turf will require immediate replacement.
18. Artificial turf must be secured to base to prevent movement or lifting of the material.

7.21 Lattice and Trellis. All latticework and trellises must receive prior approval from the Master Architectural Committee. Latticework that can be seen from a street, common area or the golf course will only be approved in limited amounts and areas.

- (a) Latticework may not be used to enclose a patio cover or gazebo. Latticework may not be used on the side of a patio cover that is parallel to the house where the patio cover is attached. On golf course lots, latticework may only be used on the "tee box" side of a patio cover that is perpendicular to the backside of the house. The latticework that is being used on the perpendicular side of the patio cover may not have a total width of more than 10 feet; nor may any latticework extend beyond the patio post that is farthest from the house.
- (b) Latticework may not be used for fencing but may be used to enclose a ground-level air-conditioning unit or swimming pool and spa equipment.
- (c) Latticework may not be used for window covering.
- (d) Trellises should be composed of good quality wood, alumawood or metal. Trellises must be free standing and painted to match the stucco or wood trim.

7.22 Painting-Exterior Maintenance. The CC&Rs, Article X, Section 10.08, provide that no Improvement anywhere in Sun Lakes Country Club shall be permitted to fall into disrepair. Additionally, each owner is required to paint the wood trim at their property every 4 years and the stucco every 16 years. (For complete reference see CC&Rs, Article X, and Section 10.08.)

- a. All painting must be approved. The Master Architectural Committee has developed approved color palettes for the exterior colors for the home in Sun Lakes Country Club Homeowners Association. The approved colors have been mounted in frames and are available for viewing and comments at the Administration Office. Prior to any painting, a Home Improvement Application must be submitted to the Master Architectural Committee showing proposed areas to be painted, with color samples attached.
- b. "Trim" is defined as all of the exterior wood, vinyl, wrought-iron or other surfaces in fences, garage doors, patio covers, gazebos, shutters and eaves.

- c. "Stucco" is defined as all of the exterior stucco surfaces of a property, including all pop-outs and masonry stucco walls.
- d. An extension may be granted only after an inspection by an authorized Association representative.
- e. The following colors are designated for use on trim and pop out surfaces only: Dunn-Edwards "Sandpit", "Whole Wheat", and "Wood Lake". Vista Paint "Cavern Sand", "Dusty Path", and "Noble Crown". Sherwin Williams "Cobble Brown", "Down Home", "Grounded", "Quiver Tan", "Tea Chest", and "Warm Stone". Behr "New Chestnut". Any proposed color with a light reflective value of less than 50% is for use on trim and pop out surfaces only.
- f. Any proposed color lighter than Vista Paint "White Shadow", or with a light reflective value of greater than 97% is for use only on wood surfaces, wood patio covers, or metal patio covers.
- g. The color "black", or any proposed color with a light reflective value of less than 15%, is for use only on wrought iron surfaces.

7.23 Patio Covers/Gazebos.

- a. Patio covers shall be constructed of good quality wood, metal or vinyl and all patio cover material will be approved by the Master Architectural Committee on a case-by-case basis. Patio covers may not be enclosed.
- b. In addition to the submittal materials required by Article IV, above, applicants should provide a plot plan showing the location of the patio cover in relation to the applicant's residence and property lines including the restricted zone of a golf course lot.
- c. The horizontal runners on the top portion of the patio cover roof shall be a minimum size of 2 inches x 3 inches.
- d. Metal patio covers are permitted provided they are of a good quality and have a simulated wood appearance. The finish must be non-reflective. Metal roof runners on the top portion (roof) of a patio cover shall be a minimum size of 1 ½" x 1 ½".
- e. A patio cover with a solid covered roof must have a minimum pitch of 1/4 inch per foot and a maximum of 1 inch per foot. Any greater pitch will be considered on a case-by-case basis and must be approved in writing by the Master Architectural Committee. A pitch greater than 1 inch per foot will require a tiled roof to match the residence.
- f. Patio covers constructed with less than a 5-foot roof setback from the property line can be rebuilt to the original location. For homes that do not have a patio cover, a five 5-foot setback from the property line must be maintained.

- g. Sun decks over a patio are not permitted; and, patios cannot be enclosed. The Master Architectural Committee will consider requests for the installation of netting between supportive posts on golf course lots.
- h. Obstruction of view from adjacent properties is to be considered when constructing a patio cover in the restricted zone of a golf course lot. (See Appendix Diagram B.)
- i. Gazebos are to be constructed of a good quality wood or metal and shall be painted to match the trim or stucco of the house, or white. A gazebo's height shall not exceed 10 feet, and it must be at least 5 feet from a property line and cannot project into the restricted zone of a golf course lot. Gazebos shall not be permitted in the front yard and may not be enclosed.

7.24 Property Lines and Side Yard Easements. Certain lots within the community are burdened with and/or benefited by easements sometimes known as "Zero Property Line" or "Z Property Line" easements. For example, Legend (Patio) and Veranda Homes have what are known as Zero Property Line easements, and Executive Series and Promenade Homes have Z Property Line easements. These easements affect and limit how homeowners improve and use portions of property in their yards. Homeowners should consult their Phase's Supplemental Declaration regarding the terms governing such easements.

7.25 Room Additions.

- a. Room additions are to be compatible in scale, materials and color with the existing residence.
- b. Roof, walls and slab must be connected to the existing structure as required by building code.
- c. Pitched roofs must match the existing structure in slope and material.
- d. Existing landscape grades must be maintained. Provisions must be made to prevent storm water runoff to adjacent properties.
- e. Materials that are to be used for construction shall be stored in an inconspicuous area. Debris and waste material must be removed from the site daily.
- f. Major features of the residence, such as the vertical and horizontal lines, projections and trim details, are to be shown in the plans being submitted for the addition.
- g. Room additions with exposed wood, such as wood siding, are not permitted.
- h. Enclosing or altering any portion of a garage, that restricts the intended parking, is not permitted.

7.26 Solar Energy. All solar energy systems must be approved. Installation of a solar energy system shall meet applicable standards and requirements imposed by state and local authorities and law. Plans for solar equipment, except for solar powered Malibu lighting,

must be submitted to the Master Architectural Committee for approval. Plans shall include location of roof panels and must conform to the following guidelines:

- a) Approval is based on the solar panel placement design submitted with the application. If during field installation it becomes necessary to materially vary from the approved placement the revision must be resubmitted to the Master Architectural Committee for approval.
- b) All auxiliary electrical equipment such as inverters, batteries etc. must be installed inside the residence garage.
- c) No wiring or electrical conduit is to be installed so as to be visible on the exterior of the residence unless approved by the Master Architectural Committee. All visible exterior equipment must be painted to match house stucco.
- d) The homeowner assumes responsibility for any long-term maintenance required to assure the continued acceptable appearance of the installation.
- e) Solar collectors are to be placed flush with and in the same plane as the roof slopes.

7.27 Storage Sheds. All storage sheds are to be located in rear or side yards behind a solid fence or wall and shall not be visible from any street, common area or the golf course.

7.28 Swimming Pools/Spas.

- a. Pools, spas, and related equipment are to be placed at least 5 feet from property lines and must conform to all other applicable codes except where zero lot line and Z lot line easement conditions exist. In these easement conditions, a pool, spa, or related equipment must be set back 5 feet from the easement line and not the property line.
- b. In no case can a pool, spa, or related equipment encroach onto an easement area.
- c. Plumbing and electrical lines to pool and/or spa must be subterranean or otherwise concealed.
- d. All pool and/or spa equipment is to be enclosed. Adequate ventilation and noise prevention provisions must be made for this type of equipment.
- e. In addition to the submittal requirements set forth in Article IV of these Architectural Standards, applicants should also submit information on the location of pool and/or spa in relation to existing residence and property lines on a plot plan drawn to scale, dimensions of pool and/or spa, drainage detail, material for decking, location of equipment, and detail on fencing that surrounds the pool and/or spa.
- f. Pools/Spas when not in use must not accumulate standing water

7.29 View Restriction. In accordance with the CC&Rs Article X, Section 10.07, Improvements constructed, installed or planted may not be located on any lot where they unreasonably

obstruct the view of adjacent residents. Except for Improvements installed by the builder, no vegetation or other improvement shall be planted, constructed, or maintained, upon any lot or condominium in a location or at a height that will significantly or unreasonably obstruct the view from any other lot or condominium in the immediate vicinity thereof. In the event of a dispute between owners as to the obstruction of a view from a lot or condominium, such dispute shall be submitted to the Master Architectural Committee.

This provision does not grant a guarantee of view or any express or implied easements for views or for the passage of light and air to any home.

7.30 Waterfalls, Fountains and Decorative Ponds.

- a. Proposed waterfalls, fountains and decorative ponds must be submitted with the location, dimensions and a picture or diagram, including the intended appearance and color. A piping diagram of the re-circulation system, electrical and drainage must be included.
- b. Proposed waterfalls, fountains and ponds shall not be constructed on a property line or attached to any common wall or fence, including the golf course wall.
- c. Total area allowed for waterfalls is a length of 10 feet and a width of 4 feet; the height will be reviewed at the time of submittal.
- d. Fountains are limited to a maximum height of 5 feet from the original lot grade. Diameter or width is to be determined on a case-by-case basis. Any portion of a fountain that encroaches into the restricted zone of a golf course lot cannot exceed a height of 36 inches from the original grade.

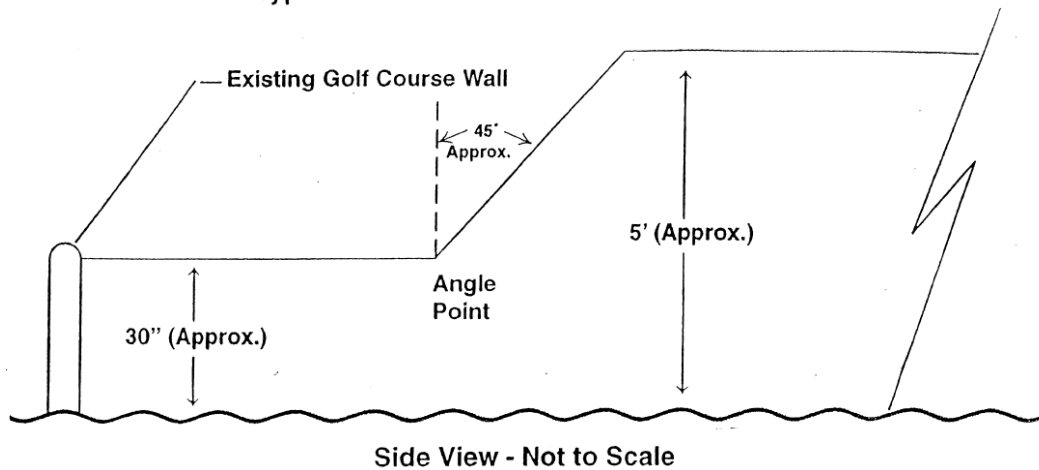
7.31 Windows, Doors, Skylights and Solar Tubes.

- a. Windows and Doors: Proposed windows and/or doors should be consistent with the appearance and finish of the original windows and/or doors. Any proposed variance from the foregoing would be considered on a case-by-case basis. Window tinting is approved on a case-by-case basis. Applicants must submit all pertinent information with regard to the percentage of tinting, etc. No aluminum foil or other similar material is permitted.
- b. Skylights and Solar Tubes: Skylights and solar tubes intended to generate additional interior light are reviewed on a case-by-case basis, depending upon the location, dimensions and the overall finished height above the existing roof.

- 7.32 Address Plates: Address numbers must be kept plainly legible and visible from the street or road in front of the property. Address numbers must be maintained free from damage, wear or visual obstructions including but not limited to plant material. Address plates must be replaced with "like for like" material as builder installed. Address plates that differ from original size, shape, and look must be submitted with an application to the Master Architectural Committee.

- 7.33 Security Cameras: The use of video surveillance cameras is permitted to deter acts of vandalism and potential criminal activity, and increase the likelihood that perpetrators of these acts will be identified.
- a. Video recording surveillance camera installations must be in compliance with privacy laws governing the collection of personal information. Cameras and/or recording equipment may not impede upon the privacy of neighbors by having camera angles of shared driveway areas and/or an adjacent structure's windows, back or side yards. Cameras may not be directed on community common area including but not limited to pools, clubhouses, golf courses, etc.
 - b. For exterior installations, architectural plans must identify number and location of cameras. Wiring must be hidden from view or painted to match the adjacent surface of the dwelling.
 - c. Cameras shall not be installed on remote controlled rotating mounts. Cameras must be mounted so as to be stationary.
 - d. Location of areas each camera will monitor, including the range of scope, is required.
- 7.34 OUTDOOR FURNITURE: Only furniture exclusively made for outdoor use shall be permitted in front or rear yards in view of common area.
- 7.35 EXERCISE EQUIPMENT: Exercise equipment of any kind is not permitted to be placed in view from common area on a permanent basis.
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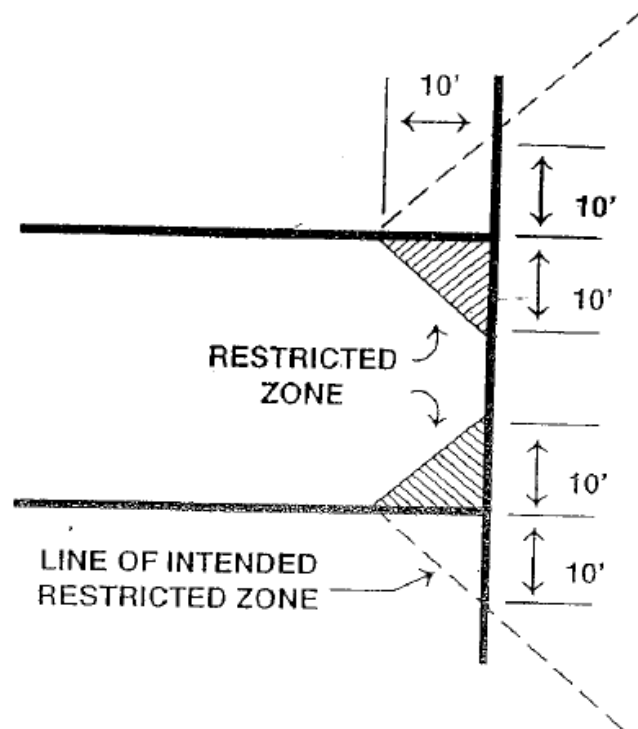
**Appendix
DIAGRAM "A"
Typical Walls & Fences on Golf Course Lots**



1. The Master Architectural Committee must approve all replacement walls and fences.
2. All replacement walls and fences are to be the same dimensions as originally installed. The height of the wall or fence is to be measured from the original grade of the lot.
3. If the Master Architectural Committee finds that dimensions other than the dimensions of the original wall or fence installation are acceptable, the following will generally be used as guidelines by the Master Architectural Committee:
 - (a) If the total distance from the rear of the house to the golf course wall is twenty (20) feet or less, then the angle point shall be one-half (1/2) the distance between the rear of the house and the golf course.
 - (b) If the total distance from the rear of the house to the golf course wall is greater than twenty (20) feet, then the dimensions need to remain the same as originally installed.

Note: The house measurement shall be taken from the outside wall portion of the house that is closest to the golf course wall. The golf course wall measurement shall be taken from the inside of the golf course wall.

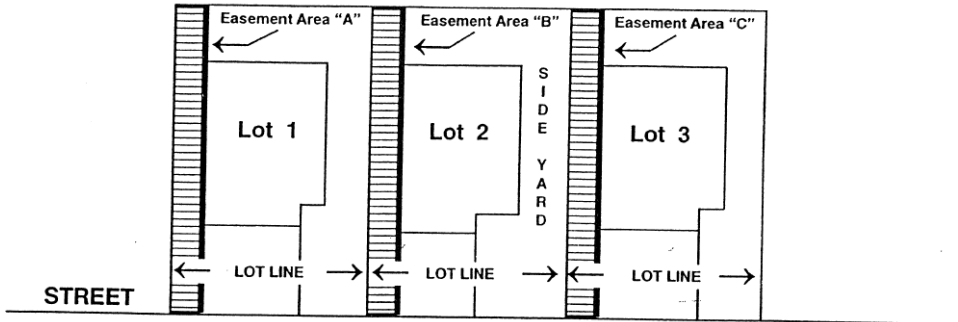
Appendix
DIAGRAM "B"
Restricted Zone on Golf Course Lots



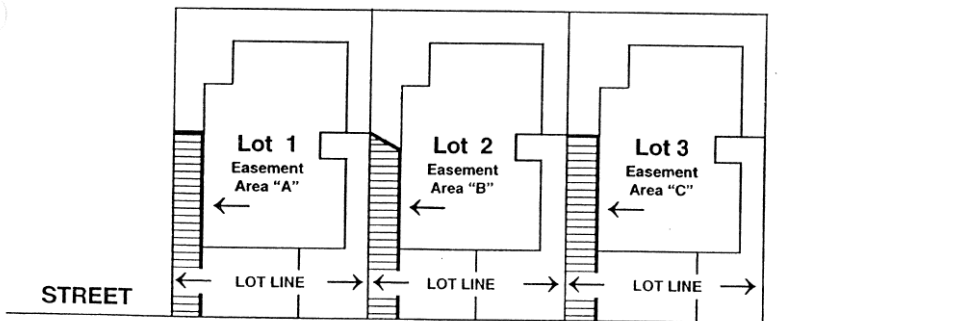
Nothing over 36" shall be planted, placed, constructed or installed in the 10' x 10' restricted zone of a golf course lot. Generally, there is no restricted zone on the street side of a golf course corner lot.

Appendix DIAGRAM "C" Lot Line Easements

"ZERO" LOT LINE
(Shaded Area Represents Easement)



"Z" LOT LINE
(Shaded Area Represents Easement)



NOTE: Owner of Lot # 1 has Legal Fee Title to easement area "A" and is the Servient Tenant of easement "A".

Owner of Lot # 1 has the primary use of easement area "B" and is the Dominant Tenant of easement "B".

Owner of Lot # 2 has Legal Fee Title to easement area "B" and is the Servient Tenant of easement area "B".

Owner of Lot # 2 has primary use of easement area "C" and is the Dominant Tenant of easement area "C".