

RIVERSIDE SUN CITY HOMEOWNERS' ASSOCIATION

RULES AND REGULATIONS

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The following are the Rules and Regulations for Riverside Sun City Homeowners Association (hereinafter called "Association"). (Note: We often refer to the community as Sun City Patio Homes, though this is not our "legal" name, it is often used for ease of reference.)

The Rules and Regulations have been revised and adopted by the Board of Directors. All the Rules and Regulations herein may be changed, deleted or added to at any time by the Board of Directors, after due notice. Any consent granted herein may be revoked for due reason. This edition of the Rules and Regulations adopted on July 24, 2024 will supersede all previous editions.

I. Residential

1. Many of us are first time Homeowner Association members. Planned Unit Development living is a big adjustment or change of lifestyle from single-family residences without a homeowner or community association. There are restrictions and commitments required by the Covenants, Conditions and Restrictions (hereinafter referred to as "CC&Rs") and Rules and Regulations of a Homeowners' Association. All are designed to protect your property values as an Owner and make living more comfortable for everyone within the Association. Please give the Association's Property (hereinafter referred to as "Common Area") * the same pride of Ownership and care, which you give to your home.

*Definition of Common Area: All real property owned or controlled by the Association for the common use and enjoyment of the Owners. (The Association's common area is located at 26111 Sunnywood Street, Menifee, California 92586 and includes but shall not be limited to the clubhouse, pool, and spa.)

2. All Owners are responsible for their actions and those of their guests and their tenants, and are required to abide by the Association's recorded documents to include but may not be limited to the CC&R's, Bylaws and Board approved rules such as those stated herein. Any fines or penalties levied will be directed to the Owner of Record. This publication (Rules and Regulations) is in addition to the recorded documents and is not a replacement thereof.
3. This project is a Senior Citizen Housing Development imposing an age restriction pursuant to California Civil Code, Section 51.11. In accordance with said Civil Code, at least one person not less than 55 years of age must reside in the residential structure ("Qualifying Resident" or "Senior Citizen"). Each other resident [excluding "Qualifying Permanent Residents" defined as (1) A person who was residing with the Senior Citizen prior to his/her death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, and who was 45 years of age or older, or was a spouse, cohabitant or person providing primary physical or economic support to the Senior Citizen; and (2) A disabled person or person with a disabling illness or injury who is a child or grandchild of the Senior Citizen or of a Qualified Permanent Resident who needs to live with the Senior Citizen or the Qualified Permanent Resident because of the disabling condition, illness, or injury (for purposes of this section, "disabled" means a person who has a disability as defined in subdivision (b) of California Civil Code Section 54.)] may temporarily reside in the residential structure no more than 60 days in any calendar year.
4. Any Owner may delegate right of use and enjoyment to the (Common Area) to tenants but they must abide by the rules adopted by the Association's Board of Directors. The Owner or Tenant must accompany guests at all times; and, the Owner or Tenant shall be in control of the common area key at all times.
5. No Owner shall be permitted to lease, or rent, their Lot for a period of time less than thirty (30) consecutive days. Upon written request of the Association, an Owner shall provide the Association with a copy of the lease or rental agreement within 10 business days for the Owner's Lot. Additionally, all leases and rental agreements must be in writing and have a provision that tenants agree to abide by all the Association's governing documents including but not limited to the Rules and Regulations.

II. Senior Citizen Age Restrictions & Verification

1. Every Owner of, or person residing at a property within the Association must complete an Age Verification Form to certify his or her eligibility to reside in the Association which is a Senior Community. If the home is a rental property, it is the Owner's responsibility to have each of their tenants complete a separate Age Verification Form to certify the tenant's eligibility to reside in the Association. All residents must attach their proof of age to the completed Age Verification Forms. Proof of age includes a valid picture I.D. such as a copy of a State Driver's License or a State issued I.D. Expired Driver's License or State issued I.D. will be accepted. The Association reserves the right to verify any information given.
2. Pursuant to California Civil Code 51.3 and to comply with Federal Regulations an association at a minimum must perform age verification surveys or update age verification survey information at least once every two years and get forms completed by new occupants as soon as possible [24 Code of Fed. Reg. 100370(b)]. If an Owner fails to submit Age Verification Forms or Age Re-Verification Form for each resident within the allotted time outlined by the Association, fines or penalties may be levied against the Owner.

III. Quiet Enjoyment

1. No Owner shall permit or allow any activity to be performed or any material of any kind to be kept within or upon their Lot which will obstruct or interfere with the rights of quiet enjoyment of the other occupants in the Community, or annoy them by unreasonable noise or otherwise, nor will any Owner commit or permit any nuisance on their Lot.

IV. General

1. All garbage and refuse from units shall be set out in a proper receptacle the evening before or on trash day. The receptacle shall be placed in front of each unit. Receptacles will be properly stored and removed from view by the end of trash pick-up day.
2. Owners, their guest, or their tenants are not permitted to borrow or remove any equipment from Common Area or property from the Association.
3. Each Owner is responsible for the conduct of themselves, their guest(s), and their tenant(s). Any cost incurred to repair damage to buildings, recreational facilities, equipment or any other Common Areas, caused by an Owner(s), their guest(s), or their tenant(s) shall be the responsibility of the Owner of Record.
4. Bicycles, skateboards, motorcycles and other vehicles, etc., are prohibited on lawns, landscape areas, and sidewalks. All vehicles not parked in the garage must at all times be parked on the driveway appropriately.
5. Owners, their guest, or their tenants shall not obstruct or interfere with the rights of others or annoy them with unreasonable noise.
6. Each owner is responsible to report to the Association in writing, any change of tenancy within fifteen (15) days of any change of occupancy, or in the event of a vacancy.

7. Holiday decorations, to include but shall not be limited to lights, flags, banners, etc. must be removed within twenty (20) days following the respective holiday.
8. Two (2) independent garage/estate sales each calendar year will be allowed in addition to the two (2) community garage sales. The independent garage/estate sale shall not exceed three (3) consecutive days. Garage/estate sales are for clearing out existing contents of home, not for commercial/retail products. Any signs posted related to the sale must be immediately removed on the day that the sale ends.
9. No Owner shall permit anything or condition to exist on his or her Lot which shall induce, breed or harbor infectious plant diseases, rodents or noxious insects.
10. Portable on Demand Storage containers (PODS) used for temporary storage of personal property may be on the driveway for no longer than thirty days (30) days. Written request for time extensions may be submitted to the Board of Directors for review.
11. Drones being used in the common area must be registered with the FAA if weight is between .55 pounds to 55 pounds and must submit the following information as per the request form, to the Board of Directors for approval:
 - Name & Address
 - Purpose of flying the drone within the community
 - Information of drone, make, model and weight
 - Evidence drone is registered with the FAA
 - Proof of insurance covering any damage the drone might cause.
12. Mailboxes are the property of the Riverside-Sun City Homeowners Association. No flyers of any kind may be attached by any method to the mailboxes. Further, the flyer boxes placed near the mailboxes are for use only for Association information and activities.

V. Pets

1. All pets must be kept within an enclosure or on a leash being held by a person capable of controlling the animal when outside of Owners property.
2. Per Riverside County Ordinances, pet Owners are required to pick-up their pet's waste immediately and dispense of it in a sanitary manner.
3. Each pet should be licensed by the appropriate local authority.
4. No Owner shall permit or suffer anything to be done or kept on his lot that will obstruct or interfere with the rights of quiet enjoyment of the other residents or annoy them with unreasonable noise (including barking dogs) (CC&R's, Article VII, Section 7.3 Article III, Section 6).

5. Maximum household pets: two (2) cats and two (2) dogs.

VI. Street Limit and Parking

1. No Owner shall block or otherwise impede access, ingress or egress along the driveways, streets, or sidewalks including, but not limited to, parking in unauthorized locations or blocking spaces, driveways, or hydrants.
2. All passenger vehicles should be parked in the garage whenever possible. Any passenger vehicle parked on the driveway must have a current license & registration and be in good driving condition. No vehicles can be stored on the driveway more than fifteen (15) days. In case of an emergency, written extensions may be obtained from the Board of Directors.
3. No motor vehicle shall be constructed, reconstructed or repaired within the Property, and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored on the Property; provided, however that the provisions of this section shall not apply to emergency vehicle repairs. An emergency repair is a repair that is completed within one day so that the vehicles can be moved off-site to a repair facility.
4. Recreational vehicles that cannot be garaged will not be allowed to park on the driveway, except for temporary loading and unloading, for periods not in excess of twenty-four (24) hours. Also, this may not be done more than four (4) days times in a month, nor for more than a total of twenty-four (24) times in a year. Time extensions may be obtained by the Board of Directors for verifiable emergencies, or for those members having visitors with RVs.

Moving and delivery trucks or trailers may use the driveway for loading and unloading. Moving and delivery trucks or trailers may not park on the driveway for an excess of twenty-four hours.

Construction and maintenance vehicles, trailers and/or equipment used in the actual repair, construction or maintenance of the property will not be so restricted during such use. Use of the Owners property to store construction and maintenance vehicles, trailers and/or equipment, is not allowed. The only exception to this regulation will be for those Association members who have a construction or maintenance vehicle that is used as their only means of normal transportation, and can be stored on the driveway without obstructing the sidewalk or that will impede the opening of the garage door without moving the vehicle.

VII. Landscape & Grounds

1. Each Owner shall be responsible for the maintenance and repair of his or her Residence and Lot. Each Owner shall maintain his /her Residence and Lot in a neat, clean, attractive, safe, sanitary and orderly condition and make all structural repairs as may be required. Without in any way limiting the foregoing, the Board shall have the power to adopt minimum Lot maintenance standards as Association Rules. In no event shall any Owner permit his/her Lot to fall below the standards imposed by the City's code or by the Association Rules; whichever standard is the most stringent shall prevail. [CC&Rs) ARTICLE VIII, 8.2].

Community Lot Maintenance

Structures

- a. Painting of the exterior stucco, trim, fascia boards, garage doors, wooden areas above the garage or wooden patio covers or fences must be done in a flat or eggshell type of paint (No semi-gloss or glossy paint).
- b. Mold and/or dirt on any surface of the exterior of your home must be cleaned and or removed. (Effective 1/1/22)
- c. Patches of peeling or stained paint on the exterior of your home must be patched and/or painted. (Effective 1/1/22)
- d. Blistering, peeling or faded paint on the exterior trim, fascia boards, garage doors, wooden areas above the garage doors or wooden patio covers must be repaired and re-painted.
- e. All wooden fences on the lot must be re-painted if existing paint is blistering, peeling, faded or stained; fence boards must be repaired or replaced as needed and fence should not be leaning over. Any replacement boards used to repair fencing must be painted or stained to match the existing fencing.
- f. Metal fencing must be re-painted if paint is peeling or metal is rusting. Any proposed screening for privacy must be submitted to and approved by the Architectural Committee. Fabric or natural reed material will not be approved.
- g. Vinyl fences must be kept in good repair.
- h. All existing in-ground garbage containers must be kept rust free and painted a color approved by the Architectural Committee or removed. No new installation of in-ground garbage containers is allowed. (Effective 1/1/22)

Landscape

- a. Hedge trimming, use of landscaping or other type of tools which would cause noise or disturbance to neighbors are prohibited prior to 8:00 a.m. and after 7:00 p.m. Monday through Saturday and prohibited prior to 9:00 a.m. and after 6:00 p.m. on Sunday.
- b. Trees, hedges, shrubs and other plant materials must be regularly pruned and or trimmed.
- c. Grass areas or lawns must be regularly mowed, kept neatly edged, weeded and watered (unless there is a statewide drought order against watering your lawn) and free of dead and dying plant material. Lawns are expected to be green at all times.
- d. Artificial turf area or lawns must be maintained and kept free of leaves and weeds and dead and dying plant material.
- e. Rockscape areas, partial or full, shall be earth tone in appearance (No solid white rock) and must be kept free of weeds, dead and dying plant material and have no exposed areas of the underneath plastic.
- f. Planter boxes made out of any material on any type of ground covering must be kept maintained and free of dead or dying plant material.
- g. Objects of any kind including but not limited to flowerpots, bird feeders, statues or rodent traps must not be placed on the top of the brick perimeter wall surrounding the property.

- h. All fruit that has fallen from any type of fruit bearing tree on your lot must be picked up promptly. If there is evidence that your fruit trees are infested by rats then additional measures such as trimming branches and using repellents shall be utilized. If these methods do not work, the fruit tree(s) may have to be removed.

Driveways & Sidewalks

- a. Any driveway painting or staining must be submitted to and approved by the Architectural Committee and must include all pavement areas.
- b. Driveways to which some type of gravel or stone has been applied must be resin bonded so that loose stones or gravel do not spread onto the sidewalk or the street. Prior written approval from the Architectural Committee is required before altering the appearance of the driveway.

VIII. Pool & Spa

NO LIFEGUARD ON DUTY – OBEY ALL POSTED SIGNS

1. Pool and Spa hours will be posted in the outside bulletin board. Hours are subject to change at the Board's discretion. All posted rules must be observed. No Lifeguard on duty – Obey all posted signs.
2. Maximum number of guests in the pool area per Lot is six (6).
3. Guests are not allowed in the pool and spa between the hours of 9:00 a.m. to 12:00 p.m. daily.
4. Quiet hours for the pool and spa area are from 9:00 p.m. to 9:00 a.m.
5. Owners/tenants must be present when guests are using the pool and the pool area. Otherwise, the guests will be asked to leave.
6. All gates and doors must be kept closed and locked. Special care should be taken to assure compliance to this rule as it is a Municipal Code requirement and the Riverside County Department of Environmental Health can close down the pool and spa area without notice or warning if they find a gate in an unlocked condition.
7. Restroom doors must be locked after use.
8. Pets are not allowed unless in conjunction with a special Association program approved by the Board of Directors where pets are permitted, except, service animals under the control of the owner at all times and emotional support animals with an owner statement from healthcare provider and on a leash or in a crate at all time.
9. No bicycles, skateboards, scooters, skates or roller blades in the pool and spa area.
10. Not allowed at any time in or around the pool and/or spa:

- No Diving
 - No glass containers of any kind
 - No running, pushing or horseplay
 - No squirt guns or other water projecting devices
 - No alcohol beverages;
 - No smoking of tobacco, electronic cigarettes, marijuana and/or vaping
 - No toys (i.e. beach balls)
 - No large flotation devices (Noodle flotation devices are allowed)
 - No offensive contact
 - Food can only be eaten at the tables, but not within five (5) feet of the pool.
11. Life jackets are allowed in the pool or spa.
 12. Infant, toddlers and incontinent persons are required to wear diapers with plastic pants or swim diapers before entering the pool area. Disposable diapers are not allowed.
 13. Refuse must be disposed of in the proper refuse containers located within the pool and spa area.
 14. All Association pool keys must be in the possession of a resident. **All residents/tenants must use the common key to enter the pool and spa area. All other methods of entry are in violation of the provision of the Rules and Regulations.** Only two keys may be issued to each residence. Any Common Area key(s) must be transferred at the time of sale or change of occupancy. Should you lose a Common Area key or your common area key is damaged, the replacement charge is **\$25** per a key. **The Common Area Release Form must be submitted with payment to Avalon Management.**
 15. The shower area has both hot and cold water. A shower is required before entering the pool or spa. No soap or shampoo is to be used in the shower.
 16. The volume of radios and recording devices must be kept at a level that does not disturb others enjoyment of the pool area or disturb those who reside in close proximity to the pool and spa area.

Note: Violators of any of the above rules should be reported to the management company in the form of a written complaint form that is available in the Clubhouse.

IX. Architectural Review

1. All owners who desire to undertake any work of improvement must apply to **and receive written approval from** the Architectural Review Committee (also referred to as ARC). Improvements include, without limitation, exterior painting, the construction, installation, removal, alteration, or remodeling of the exterior of any building (including but not limited to window replacements), walls, decks, fences, patios, solar heating equipment, spas, antennas, lighting or any structure of any kind and landscaping which includes lawns, shrubs, trees, flowers and any landscape structures. Submit your Architectural Application

along with the Adjacent and Impacted Neighbor Awareness Statement and a detailed sketch (specifications showing the nature, kind, shape, height, materials, and colors scheme) or documents which reflect the proposed improvements to the ARC for review and approval consideration. The CC&Rs allow the ARC up to forty-five (45) days to respond from the date that the Association receives the application.

Work cannot start until you have received written approval from the ARC.

2. Once the ARC has made their decision, the Owner will be notified in writing of the ARC's decision. If an Architectural Application is denied, the letter notifying the Owner of such decision will state the reason(s) for the denial.
3. In the event an Architectural Application is denied, the Owner may appeal in writing to the Board of Directors. The Board of Directors must receive the Owners' written appeal not more than thirty (30) days following the final decision of the ARC. The review of the appeal will then take place at a duly noticed Open Meeting of the Board of Directors, within sixty (60) days following receipt of the request to appeal. The Board will make their decision during the Open Session Meeting and will render their decision in writing. Failure by the Board to render a decision within said sixty (60) days shall be deemed a decision in favor of the Owner.
4. All work must be diligently pursued and must be started within ninety (90) days from the date of the written approval by the ARC. Once the work is started it must be completed in ninety (90) days and a Notice of Completion submitted to the ARC. Extensions may be requested in writing; extension will be granted on an individual basis.
5. When the approved improvements have been completed, the Notice of Completion form is to be returned to the ARC along with photos of the approved improvements.

X. Architectural Standards

1. Exterior surfaces shall be earth tones (which includes, but is not limited to, all painted garage doors and/or painted or vinyl fences.) Samples of the approved color charts can be viewed in the Clubhouse or at Avalon Management's office. Colors samples must be enclosed with the Architectural Application. Except for vinyl window trim, white will not be approved.
2. Landscape Accessories:
 - a. Small flower pots, statutes, figurines or other decorative yard art may not be displayed randomly in the front yard areas. The color of any decorative lawn type (including but not limited to plastic yard spinners) shall be limited in color to the approved color for flower pots. Exceptions: Military and/or American Flags or Holiday decorations pursuant to current standards of such.
 - b. Flower Pots – No more than four (4), not to exceed twenty-four (24) inches in height, may be displayed in front yards. A flower pot color sample book will be available in the Clubhouse with the exterior paint colors

3. All temporary cloth structures (cabanas, canopies, gazebos, and umbrellas) must be purchased from a professional manufacturer; and, must be kept in good condition at all times. Prior approval of temporary structures is required by the ARC, except umbrellas, if the umbrella(s) do not exceed nine (9) feet in diameter.
 - a. There shall be no more than three (3) umbrellas per lot location.
 - b. Height of all structures may not exceed nine (9) feet.
 - c. Total square footage of temporary structures shall not exceed one hundred eight (108) square feet.
 - d. Structures shall be set back at least twelve (12) feet from the front edge (corner) of the home.
 - e. Temporary structures will not be allowed on open corner lots.
 - f. Notwithstanding any other rule, non-commercial signs and posters (of less than 9 square feet) and non-commercial flags and banners (of less than 15 square feet) are permitted on an owner's lot. All other non-commercial signs, posters, flags and banners are prohibited. (CC§4710.) No commercial/advertising signs shall be displayed on any lot or posted within or upon any of the property except that an owner may post on his or her Lot a single "For Rent" or "For Sale" sign. For Rent or Sale signs shall be removed within 10 days following the lease or sale of the owner's lot. During construction on the property the owner may allow placement of one (1) contractor's sign and 1 architect's sign only, not to exceed 4' x 4'. No owner or resident shall place any sign or advertisement on the Common Area. [CC&Rs Article VII (7.1).]

Note: As little as three (3) days has been deemed as reasonable by court [Fourth La Costa v. Seith, 1159 Cal. App. 4th 582]. "Moreover, we see no problem with allowing only sign per unit or requiring that signs be removed within three days of a lease or sale. Article IV, Section 3(A) of the First Restated CC&Rs is reasonable.

4. Storage Sheds, Utility and / or Auxiliary Buildings hereafter referred as "units" are permitted with ARC approval, and must meet the following requirements:
 - a. Material may be wood, metal, molded plastic or resin.
 - b. The unit may not be installed in the front court yard. It must be located in the rear or side yard next to the home; back of the front door so as not to be materially visible to the public. The storage shed, utility or auxiliary building cannot encroach on the side yard easements on lots that such easement exists. Screening, which shall not be limited to, plant material or fencing shall be required at the discretion of the ACC.
 - c. Units shall be a completely enclosed structure with entry door(s). Unit may not exceed (100) square feet.
 - d. Surfaces shall be earth tones as stated above.
 - e. Sheds may not exceed six feet in height at eaves and no more than eight feet at the highest point of the roof.
 - f. Unit shall conform to all City building codes.
 - g. The ARC reserves the right to perform an on-site inspection before rendering a decision as to approve.

- h. Failure to obtain necessary approval from the ACC shall constitute a violation and may require removal at the homeowner's expense
5. Satellite & Television (stick style) Antennas: If there are multiple locations where substantially the same acceptable quality signal can be received, the antenna must be placed in the location that is least visible to persons not on the Owner's property. Preferred locations are on the rear roof for dish antennas or chimney for stick style antennas.
- a. Antennas (stick style) used to receive local broadcast signals; the mast must not be higher than 12 feet above the roofline.
 - b. Other antennas that cannot be installed.
 - Antennas longer than one meter.
 - AM/FM radio antennas
 - Amateur ("ham") radio antennas.
 - CB radio antennas.
 - Digital Audio Radio Services (DARS)
 - Relay or transmit-only antennas/dishes
 - c. Any owner desiring to install an antenna must complete an Architectural Application and submit it to the ARC prior to installation.
 - d. If acceptable quality signals may be received by placing antennas inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited.
6. Solar panels: Application for the installation of solar panels or a solar heating system must be made to the ARC in the same manner as for any other improvement.
- a. Solar panels shall be continually maintained to include but may not be limited to the following:
 - Owner shall not permit solar panels or systems to fall into disrepair or to become safety hazards.
 - Owner shall be responsible for solar heating system maintenance and repair.
 - Owner shall be responsible for repainting or replacement if the exterior surface of the solar heating system deteriorates.
 - b. Passive solar heating systems are prohibited in favor of active systems due to the unsightly nature of the roof-mounted water holding tanks.
 - c. Solar units installed on the roof should be within the wall line of the structure.
 - d. All aluminum trim, if used, should be bronze anodized or otherwise color treated to match the color of the roof tiles insofar as possible.
 - e. Roof solar units must be firmly affixed to roof surface.
 - f. All plumbing lines should be concealed where possible, on exterior of the house and the method of installation shown and detailed. Lines should be painted colors consistent with the structure and other materials adjacent to the system.
 - g. Panel material should be dark in color
 - h. A sample or illustrated brochure of the proposed solar unit shall be submitted with the application, which clearly depicts the unit and defines the materials used.

- i. Construction drawings for the specific installation shall be provided. They shall be drawn to show clearly all elevations, roof plane, assembly, attachments to the roof structure, and proposed location on the building and the location of the storage tank, if any. Calculations shall be provided indicating the number and area of panels required.
 - j. If any provision herein is ruled invalid, the remainder of these rules shall remain in full force and effect.
7. Accessory Dwelling Units: Pursuant to Civil Code § 4751, any restriction or provision of a governing document that effectively prohibits or unreasonably restricts the construction or use of an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU) on a lot zoned for single-family residential use is void and unenforceable. This section, however, does not apply to provisions that impose reasonable restrictions on accessory dwelling units or junior accessory dwelling units. For purposes of this subdivision, “reasonable restrictions” means restrictions that do not unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct, an accessory dwelling unit or junior accessory dwelling unit consistent with the provisions of Section 65852.2 or 65852.22 of the Government Code.
- a. Any ADU or JADU shall meet the requirements of Government Codes 65852.2 and 65852.22 regarding approval by local agencies and compliance with applicable building codes including, but not limited to restrictions concerning owner occupancy, lease/rental restrictions and height requirements.
 - b. The exterior of any ADU or JADU must be in harmony with the architectural and aesthetic standard prevailing within the Property and with the overall plan and scheme of development of the Property. (CC&R’s Art. V, Section 5.6 (b))
 - c. Owners intending to install an ADU or JADU must submit an Architectural Committee Form to the Architectural Review Committee (CC&R’s Art. V, Section 5.1 (a)) and obtain written approval from the Architectural Committee and provide evidence of City approval and a City issued permit.

XI. Clubhouse

- 1. Riverside Sun City Homeowners Association’s facilities are maintained for the use of Riverside Sun City residents and their invited guests for Association functions and for private parties. Per Civil Code § 4515 (b), the Association shall not prohibit a Member or resident of a common interest development from reserving use of the common are for the activities described below (at no charge):
 - 1) Peacefully assembling or meeting with Members, residents, and their invitees or guests during reasonable hours and in a reasonable manner for purposes relating to common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes.
 - 2) Inviting public officials, candidates for public office, or representatives of homeowner organizations to meet with Members, residents, and their invitees or guests and speak on matters of public interest.

- 3) Using the common area, including the community recreation hall or clubhouse, or with the consent of the Member, the area of a separate interest, for an assembly or meeting described in paragraph (1) or (2) when that facility or separate interest is not otherwise in use.
2. Clubs and groups of Riverside Sun City Homeowners Association may use the facilities for regular scheduled activities after submitting the "Clubhouse Regularly Scheduled User Request" form and receiving approval. These regularly scheduled groups, including but not limited to, groups playing card games, bunko, mahjong, or discussion groups such as Book Clubs must have the majority of their participants made up of residents of Riverside Sun City HOA.
3. The use of Riverside Sun City Clubhouse is a privilege of residents. However, violation of the Clubhouse Rules may be grounds for temporary withdrawal of privileges. The rules presented here are for the express purpose of maintaining our facility in the best possible condition.
4. It is suggested that all requests for use of the Clubhouse be made to the Clubhouse Coordinator at least two (2) weeks prior to the day that the Member or resident anticipates using the facility.
5. The use of the Riverside Sun City Homeowners Association Clubhouse is restricted to the Clubhouse, kitchen, and the use of bathroom facilities. The use of the Clubhouse facilities does not extend to allow the use of the pool or pool area(s). Additionally, pets are not allowed in the clubhouse, with the exception of service animals under the control of the owner at all times, and emotional support animals with an owner statement from a healthcare provider and on a leash or in a crate at all times.
6. With the exception of the activities described above in Section 1, sub-section (1), (2), and (3), a \$100 deposit (Clubhouse fees and deposits subject to change without notice) will be required at the time a request is made for use of the Clubhouse facilities for a private party. The deposit will be returned upon the inspection of the facilities after the party is held
7. With the exception of the activities described in Section 1, sub-section (1), (2), and (3), the resident that proposes to use the Clubhouse for a private party shall provide the Clubhouse Coordinator a copy of the declaration page of their homeowner's policy to verify liability coverage.
8. The residents hosting the use of the Clubhouse is responsible for complying with the Clubhouse Use Rules, for arranging gate access for guests, and for clean-up and lock down of the facilities and for complying with sub-section (a) through (k) below:

- a. Leave the Clubhouse in as good or better condition than found.
 - b. Return tables and chairs to their proper location.
 - c. Lights must be turned off, windows closed and locked, and doors locked.
 - d. Turn off the air conditioner and/or heater.
 - e. Any existing refrigerator contents must be left undisturbed.
 - f. Glassware shall not be permitted outside the Clubhouse building.
 - g. Clubhouse property may not be borrowed.
 - h. All trash and perishable food brought to the facility must be removed from the Clubhouse area.
 - i. Kitchen supplies left in the cabinets and food left in the refrigerator can and will be removed after ten (10) days of the function. (Policy does not apply to regularly scheduled meetings and group functions.)
 - j. No smoking of tobacco, marijuana, vapes, including electronic devices, in the Clubhouse or around the pool area.
 - k. All private parties shall be limited to the posted capacity of the Clubhouse.
9. A request to reserve use of a common area facility for an activity described in Section 1, sub-sections (1), (2), and (3) above shall be accepted where the facility is otherwise open for the requested date and time and not already reserved for another event. Every person attending the Section 1, sub-section (1), (2), and (3) event shall be deemed the guest of the owner of the lot upon which the reserving individual resides, and the lot owner shall be responsible for the cost to repair any damage in connection with the event.

XII. Violation Procedure / Fine Schedule

The Association's enforcement procedures generally follow the process set forth below. Some violations may warrant handling in a different manner; in which case, one or more of the steps below may be repeated or omitted, depending upon the circumstances. Nevertheless, for the most part, the Association's Board of Directors expects that most violation matters will be handled in accordance with these procedures.

1. Violations or complaints must be submitted in writing and signed. Anonymous complaints will not be followed-up on. Send your written violation report or complaint to the Association's Board of Directors in care of the management company. Violations or complaints may be submitted by any Association member. Violation reports may also be generated by management staff. Where violations cannot be readily confirmed by management staff in response to a written complaint (such complaints as but not limited to under aged residents, excessive noise, barking, nuisance activities), the Association will generally require written complaints from multiple owners before proceeding with enforcement activity.
2. In most situations, the first enforcement step will be for the Association to send a "Notice of Violation". This step may be skipped depending upon the circumstances (such as where the violation is obvious, is a repeat occurrence or is of a nature that warrants a more aggressive enforcement process).

3. A "Notice of Hearing" is sent inviting the owner to attend an executive session hearing before the Board of Directors, at which hearing the Board will, after considering the evidence, decide whether to impose a fine and/or take other disciplinary actions, such as suspension of common area recreational privileges. If a decision is made to impose a fine or other disciplinary action, the owner will be sent a "Notice of Ruling" notice of the same following the hearing. The owner will have the right to attend the hearing. The hearing will go forward even if the owner elects not to attend.
4. If the initial fine or fines are not successful in gaining compliance, the owner may be invited to further hearings before the Board to discuss imposition of additional fines or other disciplinary action.
5. For continuous violations, the Board may impose a daily, weekly or monthly fine (i.e., \$100.00 a week until cured).
6. As contemplated by the Internal Dispute Resolution, or "IDR", requirements of Civil Code Section 5915, the Board may request an owner meet and confer with a designated member of the Board of Directors in an attempt to resolve a dispute. The Board may propose IDR at any point in the enforcement process, even prior to noticing a hearing. The Association will participate in any member-requested IDR pursuant to Section 5915.
7. At any point, the Board may refer a matter to Association legal counsel for legal enforcement proceedings.

FINE SCHEDULE

Nothing herein limits the authority of the Association to take any other enforcement action, including legal action, to the extent authorized by the governing documents or California Law if the Board of Directors determines such action to be appropriate.

Fines for violations may be levied in accordance with the following schedule:

Failure to submit signed and dated Age Verification Forms with applicable I.D. monthly Fines of:	\$500 - \$1000
All Other Violations	
a. First Offense:	\$ 50 - \$500
b. Second or Continuing Occurrence:	\$ 75 - \$500
c. Third or Continuing Occurrence:	\$ 100 - \$500

Fines shall be in addition to an assessment equal to any applicable cost of repair.

For the purposes of this Fine Schedule, "continuing violations" shall refer to violations that remain unchanged and ongoing until abated by the owner, including but are not

limited to Architectural changes which have been made without authority from the Association.

XIII. Rules of Conduct for Meetings of the Board of Directors

9. Open Forum: Members (homeowners) in good standing are free to speak about issues during the Member Participation/Open Forum Session of the Regular Board of Directors Meeting. Speakers must observe rules of decorum and not engage in obscene gestures, shouting or other disruptive behavior. Each speaker will have three minutes to talk. If they are in the middle of a sentence when time is called, they may finish their thought before sitting down. The time guidelines ensure that others will have an opportunity to speak. Speakers may not allot their time to others.
10. Executive sessions are provided for by statute (Civil Code §4900) so that boards can address issues, which involve privileged information or matters of a private nature. These include: litigation, personnel issues, third party contracts, and disciplinary matters. Executive sessions of the board are private sessions which homeowners are not allowed to attend unless they are an invited member subject to disciplinary action, as well as by either side (but only for that portion of meeting involving them), or for discussion of assessment payment plans/delinquent accounts.
11. Audio & Video Taking: No audio and/or video taking is allowed by attendees. However, the Secretary may tape the meeting to aid in the preparation of minutes. The tape is to be deleted once the minutes have been prepared. As provided for in the "Open Meeting Act," members may observe the meeting, but do not have the right to participate in the Board's deliberations or votes. Members may address issues during the Member Participation/ Open Forum portion of the meeting. If an attendee becomes disruptive, he or she may be expelled from the meeting and/or fined.