

**SUNSTREAM HOMEOWNERS
ASSOCIATION**

RULES AND REGULATIONS

ADOPTED

AUGUST 3, 2021

PREFACE

Living in a condominium community can be a pleasant and rewarding experience, especially in as beautiful a location as SUNSTREAM.

Consideration of your neighbors and communication are the keys to the success of SUNSTREAM HOMEOWNERS' ASSOCIATION.

Please read carefully, and be certain your family, tenants and guests understand the rules fully. If you have any questions, please contact the management company employed by your Association:

CURTIS MANAGEMENT COMPANY
5050 Avenida Encinitas, Suite 160
Carlsbad, CA 92008
(619)326-4662

Enclosed please find your copy of the new edition of the Association's Rules and Regulations. These rules are intended to supersede, replace and restate, in their entirety, all rules previously adopted by the Association, including, without limitation, the rules adopted by the Association in 2004 and reprinted and distributed August 1, 2007.

If you are an off-site owner, please be certain that this booklet is passed on to your tenant. You are held responsible for the actions of your tenant. If an additional manual is needed, contact the management company at the address and phone number listed above.

All owners have been given copies of the Declaration of Covenants, Conditions and Restrictions (CC&R's) and Bylaws of SUNSTREAM HOMEOWNERS' ASSOCIATION. We urge you to read both of these documents, since they, along with these and other duly adopted Rules set forth, in complete and detailed form, the rights, duties and obligations of each homeowner and the Association. To the extent of any conflict between the governing documents and the law, the law shall prevail. To the extent of any conflict between the articles of incorporation and the CC&Rs, the CC&Rs shall prevail. To the extent of any conflict between the bylaws and the articles of incorporation or declaration, the articles of incorporation or declaration shall prevail. To the extent of any conflict between the operating rules and the bylaws, articles of incorporation, or declaration, the bylaws, articles of incorporation, or declaration shall prevail.

In addition, it is the responsibility of the homeowner to provide their tenants with access to copies of documents which are on the Sunstream website. If you do not have copies of these documents, they can be provided to you at the cost to the Association to cover the Association's expenses or you can access them for free on the Sunstream website. If you want a hard copy, please send your request and check made payable to Sunstream Homeowners' Association to your management company.

Effective August 3, 2021

TABLE OF CONTENTS

GENERAL INFORMATION.....	5
CALENDAR OF BUSINESS	5
ARCHITECTURAL CONTROL.....	5
COMMON AREA PROBLEMS	5
EMERGENCY NUMBERS.....	5
GENERAL RULES AND REGULATIONS.....	6
PENALTIES	6
ENFORCEMENT	6
VIOLATIONS OF RULES AND REGULATIONS	7
COMMUNITY RELATIONS	7
TRASH REGULATIONS	8
NOISE CONTROL	8
RECREATIONAL FACILITIES.....	8
POOL REGULATIONS	9
RECREATION ROOM	11
G-1 Eligibility:.....	11
G-2 Rental Requests:.....	11
G-3 Rental Area:.....	12
G-4 Responsibilities:.....	13
G-5 Canvassing and Petitioning:.....	13
TENNIS COURT REGULATIONS.....	14
ANIMALS	15
VEHICLES AND PARKING.....	15
SIGN CONTROL	17
ARCHITECTURAL CONTROL.....	17
ARCHITECTURAL IMPROVEMENT GUIDELINES	19

PATIO COVERS	19
PATIOS	19
DECKS	19
FENCES AND GATES	19
LANDSCAPING	19
EXHIBIT A INSURANCE INFORMATION	20
EXHIBIT B APPLICATION FOR APPROVAL OF PROPOSED IMPROVEMENTS	21
EXHIBIT C RECREATION ROOM RENTAL CONTRACT FOR PRIVATE FUNCTIONS	22
EXHIBIT D RECREATION ROOM RENTAL CONTRACT FOR ASSEMBLY AND MEETING PURPOSES	26
EXHIBIT E RECREATION ROOM CONTENT AND CONDITION REPORT	29
EXHIBIT F FITNESS ROOM WAIVER	30
SUNSTREAM HOMEOWNERS ASSOCIATION VIOLATION DISCIPLINARY PROCEDURE AND MONETARY PENALTY (FINE) SCHEDULE	32
1. Authority of the Association's Board of Directors	32
2. Member Responsibility	32
3. Warning Notice	32
4. Notice of Hearing	32
5. Hearing	33
6. Imposing Disciplinary Action	33
a. Suspension of Rights	33
b. Monetary Penalties i.e. Fines	33
7. Notice of Board's Decision; Effective Date of Sanction	34
8. Payment of Fines	34
9. Schedule of Fines	34
10. Additional Corrective Measures; Reimbursement Charges	34
11. Other Remedies	34
12. CC&R and Bylaw Provisions Applying to Hearings and Fines	34
13. Association Duty of Enforcement	34

14. Amendment of Procedure.....	34
MONETARY PENALTY (FINE) SCHEDULE.....	35
RULES REGARDING SHORT-TERM RENTALS.....	37
1. No Short-Term Leasing	37
2. Early Termination Restrictions.....	37
3. Lease Requirements	37
4. Proof of Compliance	37
5. Lease Advertising Restrictions	37
6. Transfer of Occupancy	37

GENERAL INFORMATION

CALENDAR OF BUSINESS

1. Notice of the Board of Directors meetings are contained in the monthly assessment billing. Meetings are held at least on a monthly basis. Homeowners and residents are encouraged to attend these meetings. Recording of meetings is not permitted.
2. The Annual Meeting of Members is held in May. Notice is mailed to all homeowners of record prior to the meeting. In order to establish a quorum to conduct business, it is vital that homeowners submit their ballots prior to, or at, the meeting.
3. A review is prepared by a CPA each year, and upon completion, is mailed to owners of record.
4. An operating budget is prepared each year and mailed along with a summary sheet from the Reserve Study Report by November 15th.
5. The master insurance policy for the community is renewed annually by the Board of Directors. A synopsis of the insurance provided is attached (Exhibit A). This is a guide only, since changes in coverage may be made from time to time. PLEASE READ EXHIBIT A CAREFULLY. Owners are responsible for insurance on their personal property.

Additional information may be obtained by contacting Curtis Management Company in writing at 5050 Avenida Encinas, Suite 160, Carlsbad, CA 92008. Copies of the insurance certifications are obtained directly through the Association's agent.

ARCHITECTURAL CONTROL

All changes or additions to the exterior of units (installation of air conditioners, for example) must be submitted in writing using Exhibit B and approved in writing by the Architectural Committee or Board before any work may begin.

COMMON AREA PROBLEMS

To report problems related to the common area:

1. If an emergency - call (858) 587-9844, Curtis Management Co. e.g. broken irrigation lines, lights out, health and safety issues.
2. Any problems that are not of an emergency nature shall be SUBMITTED IN WRITING via mail or email (jdiaz@curtismanagement.com), e.g. clubhouse reservations, landscape questions, parking problems, architectural improvements and any other common area issues so the Board may review them and respond. Residents must have a sense of community and work together to resolve minor issues by being courteous and respectful of each other.

EMERGENCY NUMBERS

POLICE/FIRE/PARAMEDICS EMERGENCY USE ONLY911
POLICE DEPARTMENT NON-EMERGENCY..... (619) 531-2000
FIRE DEPARTMENT (619) 533-4300

SAN DIEGO CODE ENFORCEMENT (noise, barking dogs) (619) 236-5500
POISON INFORMATION CENTER (800) 876-4766
CURTIS MANAGEMENT COMPANY (858) 587-9844
CURTIS MANAGEMENT COMPANY E-MAIL jdiaz@curtismanagement.com
WESTERN TOWING (619) 297-8697

GENERAL RULES AND REGULATIONS

The General Rules and Regulations as contained herein are issued by the Board of Directors as authorized by the governing documents of SUNSTREAM HOMEOWNERS' ASSOCIATION.

The Rules and Regulations address, among other things, the conduct and activities of all members, lessees and residents, and their guests, in order to ensure that everyone living in the community and using the facilities will enjoy the maximum pleasure without annoyance or interference from others.

SUNSTREAM HOMEOWNERS' ASSOCIATION falls under the jurisdiction of the City of San Diego and all ordinances and codes apply.

PENALTIES

The Board of Directors, by the adoption of these Rules and Regulations, may impose monetary penalties based on the monetary penalty schedule adopted 02/06/2018 for any period of time during which any member is determined by the Board to be in breach of the provisions of the Governing Documents, and may suspend the use of recreational facilities for up to 30 days for repeated infractions of Governing Documents.

No such penalties shall be effective unless the member receives fifteen (15) days prior written notice of the proposed penalty and the reasons therefore and is given the opportunity to be heard either orally or in writing before the Board not less than five (5) days before the proposed effective date of the monetary penalty.

Any notice of a meeting to impose discipline or seek a reimbursement assessment must be made in writing by personal delivery as defined in Civil Code §4040. The Association shall have no power to cause a forfeiture or abridgement or an Owners right to the full use and enjoyment of his/her individually owned separate interest due to a failure by the Owner to comply with the provisions of the governing documents or duly enacted rules of operation for the common areas, recreation areas and facilities, except where the loss or forfeiture is the result of the judgment of a court of foreclosure or sale under a power of sale for failure of the Owner to pay assessments levied by the Associations.

ENFORCEMENT

- A-1 Every homeowner is encouraged to report violations of any established rule.
- A-2 The management company, authorized by the Association, has been instructed by the Board of Directors to require the compliance of all persons on the SUNSTREAM HOMEOWNERS' ASSOCIATION property with the provisions of the Rules and Regulations, Bylaws and Declaration of

Covenants, Conditions and Restrictions (the "Governing Documents"). In the event of any alleged violation thereof, the management company has been instructed to do any of the following:

- a. Obtain names and address of alleged violators and take appropriate action, such as giving notice of an alleged violation and the scheduling of a hearing to consider disciplinary action (fines, suspensions and/or as otherwise permitted by the Governing Documents or the law).
- b. Call upon law enforcement agency for assistance when necessary.

VIOLATIONS OF RULES AND REGULATIONS

- a. It is the right and duty of each member of the Association to report violations in writing, as soon as possible, to the management company. Report nature of violations, name, address, date and time including where you may be reached.
- b. Notice of alleged violations will be brought to the attention of the member in writing by the management company in accordance with the policies established by the Board of Directors within five (5) working days of the violation.
- c. All alleged violations will be discussed, and a resolution attempted at the following Board of Directors meeting.
- d. **FAILURE OF THE MEMBER TO CORRECT THE VIOLATION OR CAUSE IT TO BE CORRECTED WILL RESULT IN THE SCHEDULING OF A DISCIPLINARY HEARING AT WHICH DISCIPLINARY ACTION MAY BE IMPOSED, INCLUDING A MONETARY PENALTY, TEMPORARY SUSPENSION OF RECREATIONAL AREA RIGHTS, DEACTIVATION OF KEY FOB AND/OR ANY OTHER LEGAL ACTION, EXCLUDING SUSPENSION OF VOTING RIGHTS.**
- e. Members are responsible for informing their guests/tenants of all Sunstream regulations and are liable for guest or tenant violations.

COMMUNITY RELATIONS

- B-1 Members are responsible for all costs of repairs to SUNSTREAM HOMEOWNERS' ASSOCIATION property caused by themselves, members of their families, guests, pets or tenants.
- B-2 Common area equipment, e.g. time clocks and watering systems, are to be adjusted and set by authorized personnel only, and not by residents. Reporting of problems is outlined in "Common Area Problems". (Page 1)
- B-3 **DESTRUCTION OF PROPERTY:** With regard to the living units, the owner shall in such event reconstruct it as soon as reasonably practical. With regards to the common area, each member is liable to the Association and shall reimburse it for any and all expenditures incurred in the repair or replacement of damage caused by the member, the member's tenants, family, invitees, guests, or any occupant of the member's unit.
- B-4 **SUNSTREAM BULLETIN BOARD:** Memos to be placed on the bulletin board must be typed or written on a 3x5 card and submitted to any Board member. Memos will be left on the bulletin board for a maximum of 30 days.

- B-5 No items shall be posted on/in the common areas, e.g. mailboxes, trees, lamp posts, etc. other than allowed in Sign Control.
- B-6 No activity that is hazardous to others or that would cause our insurance to be invalid is allowed on the premises.
- B-7 Garage doors may be open only when activity is taking place in the garage area or cracked open for ventilation.

TRASH REGULATIONS

- C-1 Members are responsible for picking up their own trash spilled on common areas and disposing of it in the proper containers or receptacles.
- C-2 All trash and recycling must be placed in the containers provided by the collection agency.
- C-3 Large items such as old furniture, mattresses, etc. shall not be placed for trash collection. Please dispose of them properly at:

San Diego County Land Fill
8100 Mercury Street (off Clairemont Mesa Boulevard)
(858) 573-1418

- C-4 Trash may only be put out after 6 p.m. on the evening before pick-up and containers must be removed the day of pick-up.
- C-5 When a major holiday falls on a weekday the trash will be picked up a day later.

NOISE CONTROL

- D-1 Noise can be a problem any time, particularly during the summer months when windows are open. Noise echoes through pathways, fire lanes, garages and driveway areas. Please be considerate of those living near you and keep noise as low as possible. In the spirit of community living, please contact neighbors if the noise is occurring on a regular basis to make them aware it is disturbing you so the issue may be resolved on a friendly basis. If no response, write them a letter. As a last resort contact management.
- D-2 Noise: Radios, televisions, musical instruments, party activities and other noise sources (including barking dogs, car horns and extended warm-up of engines) must be restricted at all times to a level that does not unreasonably disturb other residents.

Be considerate of others and remember that your neighbors may not keep the same hours as you do. For reasons of community respect, hours of reduced noise control are:

Sunday through Thursday from 10:00 p.m. to 8:00 a.m.
Friday and Saturday from 12:00 a.m. to 8:00 a.m.

RECREATIONAL FACILITIES

All recreational facility rules apply to the pool, spa, sauna, tennis courts and recreation room. Hours of operation may vary.

- E-1 Recreation facilities are for the exclusive use of residents or guests if accompanied by a resident. To prevent the use of the recreation facilities by unauthorized individuals, residents and their guests are encouraged to identify themselves to other residents. Strangers should be asked to leave.
- E-2 Residents must consider the rights of other residents and limit the number of guests using the recreation area.
- E-3 Children under the age of 14 shall not use the pool or other facility in the recreation area without a parent, guardian or other adult in attendance. Per recommendations of the Center for Disease Control, children under 5 years of age are not permitted to use the spa/hot tub.
- E-4 Pets are not permitted in the swimming pool and adjacent areas, recreation area, spa or tennis courts at any time. Assistance animals, including service animals (which are dogs trained to do work or perform tasks for the benefit of an individual with a disability) and support animals (which are animals whose presence in the development might otherwise violate the governing document, is permitted pursuant to a reasonable accommodation) are not pets. Assistance animals are not permitted in the pool water or spa water.
- E-5 Recreation Facility Hours:

Sunday through Thursday 7:00 a.m. to 11:00 p.m.**

Friday and Saturday 7:00 a.m. to 12:00 a.m.

**Noise level reduction Sunday through Thursday begins at 10:00 p.m. until closing at 11:00 p.m.

- E-6 SHOWERS ARE REQUIRED BEFORE ENTERING THE POOL OR SPA.
- E-7 **Smoking, vaping and the use of E-cigarettes are not permitted** anywhere within the recreational facilities, including, but not limited to, the pool, spa, sauna, tennis courts, weight room, restrooms or Recreation room.
- E-8 Anyone using these facilities must have a Sunstream key fob in their possession. The key fob must be shown to anyone authorized to enforce the rules. You may be asked to leave the recreation facilities to retrieve proof of residence.
- E-9 ONLY UNBREAKABLE CONTAINERS ARE PERMITTED IN THE POOL AREA and these must be removed or disposed of in the receptacles provided. Injuries are not the responsibility of the Homeowners Association. Glass objects, except sunglasses, prescription glasses, cell phones, tablets and similar electronic devices which may have glass screens, are not permitted in the recreational facilities. Food and drinks anywhere in the recreation areas must be kept in unbreakable containers (metal, plastic, cardboard, etc.).
- E-10 Key Fob may not be loaned to friends or off-site relatives. Owners who do not live in Sunstream and rent their unit to tenants may not use the facilities. Only residents, and residents with their guests, may use the pool, spa, sauna, tennis courts, recreation area and any other common area facility.

POOL REGULATIONS

- F-1 Swimsuits are the required attire when in the pool or spa. Cutoffs or blue jeans do not meet this requirement.
- F-2 Hairpins, hair clips or other similar objects cannot be worn in the pool area.

- F-3 Ball playing, pool games, tag games, diving, cannonballing, loud radios, running or boisterous play of any kind are not permitted in the pool area. We share a community pool; this is not a private residence.
- F-4 Entry to the pool shall be through the gates only. Climbing over the fence or gates is prohibited. The gates must be closed and locked at all times.
- F-5 The Association does not provide lifeguard supervisory service. For safety, it is the responsibility of each resident to ensure that anyone under 14 years of age are under direct supervision at all times by a designated, responsible person 18 years of age or older while in the pool or spa.
- F-6 It is not recommended that any person swim in the pool alone. Accidents may occur at any time and there should be more than one person present.
- F-7 Throwing of non-floating items such as rocks, marbles, coins, and the like into the pool is prohibited. Floating tubes, rafts and toys are prohibited except for children's safety floats.
- F-8 Pool users are responsible for disposing of trash in receptacles provided. Residents holding pool or clubhouse parties are responsible for bagging and taking home trash generated.
- F-9 No animals, except for properly identified and registered service animals or assistance animals pursuant to a reasonable accommodation, are allowed within the pool area.
- F-10 For safety reasons individuals with open cuts or wounds are not permitted in the pool or spa.
- F-11 Bicycles, scooters, roller skates, skateboards and other wheeled modes of transportation are not permitted in the pool area. Leave walkways clear for pedestrians.
- F-12 Pool furniture is to be used on the decks AROUND the pool and spa - NOT IN the pool or spa area.
- F-13 Absolutely no foreign substances such as bubble bath, soap, beer, etc. may be added to the pool or spa. PERSONS OBSERVED DOING SO WILL BE SUBJECT TO A REIMBURSEMENT ASSESSMENT FOR THE COST OF DRAINING, CLEANING AND REFILLING THE POOL OR SPA AS DETERMINED AT A DULY NOTICED HEARING SET FOR THAT PURPOSE.
- F-14 Pool and spa hours:
 - Sunday through Thursday 7:00 a.m. to 11:00 p.m.**
 - Friday and Saturday 7:00 a.m. to 12:00 a.m.

**Noise level reduction Sunday through Thursday begins at 10:00 p.m. until closing at 11:00 p.m.
- F-15 Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days or persons who are incontinent are not permitted to enter the pool water. Diarrhea can transmit disease and the discharge of feces, urine or other bodily fluids will require the pool and/or spa be entirely drained, treated and refilled at great expense to the Association. Members who violate this rule, or are responsible for a violator (tenant, family invitee, guest, etc.) will be subject to a reimbursement assessment for the cost of

such remedial actions as determined at a duly noticed hearing set for that purpose.

- F-16 Children under the age of 5 are not permitted in the spa/hot tub based on the recommendations of The Centers for Disease and Prevention:

<https://www.cdc.gov/healthywater/swimming/swimmers/hot-tub-user-information.html>.

- F-17 Residents may not give paid instruction.

- F-18 Residents may not hire or receive private/group lessons.

RECREATION ROOM

The following rules, regulations and policies (hereafter these "Restated Rules") replace the entire section entitled "Recreation Room" beginning on page 7 of the Sunstream Rules & Regulations, dated August 2007 (hereafter the "2007 Rules"). Further, to the extent that any provision of these Restated Rules may conflict with any other provision of the 2007 Rules, these Restated Rules will take precedence and prevail.

G-1 Eligibility:

- a) For private party rentals, you must be a member of Sunstream Homeowners Association, at least twenty-one (21) years of age.
- b) For general assembly and election purpose meetings (hereafter "Assembly Purpose Meetings"), the Recreation Room may be reserved by all residents of the Sunstream Homeowners Association (tenants and owners of record) for qualified purposes of assembly pursuant to Civil Code §4515, which are limited to the following: common interest development living, association elections, legislation, election to public office, or any initiative, referendum or recall process involving the Association or other political body, only upon prior request of, and approval by, the Association's Board.
- c) For both private parties and Assembly Purpose Meetings, there shall be no private business or commercial purposes conducted during the event, including a function for which a fee is charged to the guests. There shall be no private charitable or fundraising events. **Private parties do not qualify as Assembly Purpose Meetings.**
- d) Community activities, such as Board or membership meetings, will always take precedence over private functions or Assembly Purpose Meetings.

G-2 Rental Requests:

- a) Private functions and Assembly Purpose Meetings will be booked on a first come, first served basis, and neither has priority over the

other.

- b) The Recreation Room is available only by reservation by calling the management office during business hours at least 72 hours in advance, regardless of whether the use is for a private function or an Assembly Purpose Meeting.
- c) Recreation Room use hours, for any purpose, are:
 - Sunday through Thursday - 8:00 a.m. to 11:00 p.m.**
 - Friday and Saturday- 8:00 a.m. to midnight.
 - ** Noise levels must be reduced on Sunday through Thursday from 10:00 p.m. through 11:00 p.m.

The stated hours include setup and clean-up.

- d) For private functions, a "Recreation Room Rental Contract" (Exhibit C to these Restated Rules) must be submitted with a refundable security deposit in the amount of \$250.00 for the use of the Recreation Room. The deposit will be applied to cost of repairing any damage, cleaning, and replacing a lost key. Any check used for payment must be payable to Sunstream Homeowners' Association, Recreation Room Rental and must be received at least 72 hours in advance. Payment must be delivered to:

Curtis Management Company
5050 Avenida Encinas, Suite 160
Carlsbad, CA 92008

- e) For Assembly Purpose Meetings, an "Agreement for Use of Recreation Room for Assembly Purpose Meetings" (Exhibit F to these Amended Rule) must be submitted filed at least 72 hours in advance of the meeting. No deposit or rental fee is required for an Assembly Purpose Meeting.

G-3 Rental Area:

- a) Reservation of the Recreation Room is limited to the areas reserved and specified in the rental agreement *only*. *At no time* shall a private function meeting or an approved Assembly Purpose Meeting encroach upon other recreational areas of the community (i.e., pool and spa area, tennis court area, and weight room). All rentals must be contained within the areas reserved and specified in the rental agreement. Use of the Recreation Room does not preclude members or residents from using any other Association facilities.
- b) These Restated Rules remain in full force and effect regarding all other recreation facilities, including the pool and spa area, the tennis court areas and the weight room.
- c) An adult must accompany children under 14 years of age during

any Recreation Room rental.

G-4 Responsibilities:

- a) Member (or resident, if applicable) is responsible for securing all windows and doors no later than the end of rental term. If damage or theft to the Recreation Room results from the failure of a Member or resident to secure the Recreation Room properly, the Member (or resident if applicable) shall be responsible for all expenses incurred.
- b) Member (or resident, if applicable) is responsible for leaving the Recreation Room in the same clean and undamaged condition in which it was found as described in the applicable rental agreement. Failure to do so will result in the assessment for damage repairs and/or cleaning fees after notice and hearing and/or, in the case of private events, loss or reduction of the refundable deposit.
- c) If Member's checks issued for private events are not honored, any resulting fees incurred by the Association will be added to the Member's monthly dues after hearing and notice.
- d) An Assembly Purposes Meeting can only be used for the stated purposes on the Agreement for Use of Recreation Room rental form. In the event the owner (or resident, if applicable) exceeds the stated uses on their rental form, their use will automatically be deemed a private party and will thereafter be governed by the rules and rental agreement pertaining to private parties.

G-5 Canvassing and Petitioning:

- a) Canvassing and petitioning members by telephone and/or personal visits to private residences in the development is limited to the hours of 9:00 a.m. unit 9:00 p.m. However, any member or resident who declines to be contacted on a particular issue, or on any issue covered by Assembly Purpose specified in Civil Code §4515, must not be contacted by telephone or personal visits thereafter.
- b) Nothing in this section shall be deemed to permit a member or resident to contact another member or resident in a manner that constitutes a breach of the member's or resident's quiet enjoyment, or a nuisance.

G-6 Distributing and Circulating:

Reasonably distributing and circulating information about Assembly Purposes described by Civil Code §4515, is permitted and restricted as follows:

- a) Members or residents may distribute or circulate printed information about Assembly Purposes to other members or residents by (1) mail, (2) placing printed materials under front doors, front door mats, and/or behind screen doors, and (3) handing out printed material in the common area to members and residents willing to accept such materials. The handling out of

materials in the common area may be conducted only between the hours of 9:00 a.m. and 9:00 p.m.

- b) Member and residents may not cause any printed Assembly Purpose materials to be placed upon or affixed to (1) resident's vehicles, (2) common area walls, doors, windows or other surfaces, (3) mail boxes or mail box structures, (4) or in any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management.
- c) Members and residents distributing and circulating unsolicited printed materials, such as those left at front doors or in other permissible locations in the development, are responsible to collect and discard any such materials that remain uncollected after twenty-four (24) hours from distribution or circulation.

G-7 Weight Room:

- a) The weight room is for the use of Sunstream members and residents only. Before using the weight room, the user must execute a fitness waiver. (Exhibit E to these Restated Rules)

TENNIS COURT REGULATIONS

- H-1 Singles play period is limited to one hour if others are waiting to use court. Doubles play period is limited to one and one-half hours if others are waiting to use court.
- H-2 Two players always have priority over one individual.
- H-3 RESERVATION BOARD: Players arriving to play tennis need to sign in to reserve their order of play. Before the start of their play, players must note their starting time, names and address on the reservation board.
- H-4 Players playing together may not sign up for two consecutive hours.
- H-5 When the courts are vacated or when time is up, those waiting (in order of reservations) may begin their play by following rule H-3. Those people having reservations must be present when their turn arrives, or they forfeit their starting time and the court becomes open to those waiting.
- H-6 Please wear only court appropriate shoes; black-soled shoes and sandals may not be worn during play.
- H-7 Courts are to be used for the game of tennis only. Bicycles, roller skates, scooters or skateboards are not permitted on or within the tennis courts.
- H-8 Those individuals not following these procedures will forfeit the use of the court.
- H-9 Tennis court hours are from 8:00 a.m. to 10:00 p.m. every day, please observe noise restriction hours.
- H-10 Residents may not give paid instruction.
- H-11 Residents may not hire or receive private/group lessons.

ANIMALS

- I-1 No more than two (2) usual and ordinary household pets, e.g. cats or dogs (exclusive of aquarium fish or caged birds) may be kept within any unit.
- I-2 Dogs must be on a leash at all times and under personal control when outside individual living quarters or patio enclosures (See San Diego City Ordinance 62.669).
- I-3 Any wastes deposited by pets on lawns, sidewalks, paths or the common areas must be removed immediately by the owner of the animal. Doggie waste bags must be provided by the owner.
- I-4 Do not allow animals to urinate on lawns.
- I-5 Residents shall be responsible and liable for any personal injury or property damaged caused by their pets.
- I-6 Action may be taken against owners of pets which make excessive noise.
- I-7 Pets, except for properly identified and registered service dogs or assistance animals pursuant to a reasonable accommodation, are not allowed within the confines of the swimming pool areas, recreation area, spa or tennis courts at any time.
- I-8 The Board of Directors reserves the right to expel any pet from the community after due process.
- I-9 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
- I-10 Residents who are disturbed by an animal are urged to contact their neighbor and if unsuccessful, to call the San Diego Code Enforcement (619) 236-5500. If the problem continues pet owners are subject to HOA fines or other discipline.
- I-11 Dogs may not be left tethered or unattended in the common area.

VEHICLES AND PARKING

(Replacing 2008 previously adopted Vehicles and Parking rules)

- J-1 Residents must utilize their garage to include at least one vehicle.
- J-2 Campers, motor homes, camper vans or any other vehicle used for sleeping, trailers, watercraft or any large type of recreational and commercial vehicles or trucks larger than a pick-up shall not park in the common area.
- J-3 Vehicle repairs, oil changes and engine overhauls shall not be done on premises.
- J-4 Parking is allowed in designated areas only.
Driveways or areas in front of garages are not designated areas.
Vehicles may only park in undesignated parking areas (including red zones) for temporary loading and unloading during the hours 7am – 9pm daily and for no longer than 15 minutes.
Vehicles may only park in yellow zones Sundays, USPS holidays, and before 9 am or after 6 pm Monday through Saturday.
Vehicles parked in yellow zones during non-parking hours or vehicles parked in red zones in excess of loading and unloading may be fined and/or towed without notice and at the owner's expense.
- J-5 Do not block streets or alleys in any way that would obstruct access of Fire Department and emergency vehicles.

- J-6 Residents are responsible for informing their guests of all parking regulations and are liable for guest violations.
- J-7 No vehicles shall be left in a condition that will constitute a fire hazard.
- J-8 No vehicles shall be parked or operated on any sidewalk or green belt area.
- J-9 No vehicles shall be stored or left continuously in one space on the common areas in excess of 72 hours.
- J-10 Any homeowner needing to park their vehicle in an approved area for more than 72 hours must notify the management company and receive written approval to avoid towing.
- J-11 Vehicles displaying a "For Sale" sign are forbidden to park on the Sunstream common area.
- J-12 All vehicles parked on the Sunstream common area must have current state registration and be properly licensed.
- J-13 All resident vehicles parked overnight on Sunstream common areas will need to be registered with management to receive current stickers and parking placards. Registration includes vehicle type, make and model, color and license plate number.
Previously issued stickers and placards are void and no longer valid.
All resident vehicles that are registered will receive a new Sunstream sticker.
- J-14 Each unit that registers will receive one "RESIDENT" parking placard and one "GUEST" parking placard. Only members or authorized designees of members shall receive placards.
- J-15 Residents parking in the common area will need to display the Sunstream sticker AND the resident parking placard and both must be visible on the vehicle. Sticker must be affixed to the right side of the windshield passenger side. Parking placard must be hung from the mirror or visible on the dash. Residents may switch the vehicles that park in the common area by switching their "resident" parking placard to another registered vehicle within their unit.
- J-16 Only guests may use the "GUEST" parking placard and use of guest placard is limited to 7 days within a 60-day period per unit.
- J-17 New stickers will be issued periodically at the discretion of the Board.
- J-18 Unregistered and unauthorized vehicles without a Sunstream sticker or resident or guest parking placard will be subject to towing at the owner's expense 9 pm to 6 am Sunday through Thursday night and 11 pm to 6 am on Friday and Saturday night.
- J-19 Misuse of placards or stickers will result in a fine determined by the fine schedule and suspension of recreation facilities privileges.
- J-20 All pods and other containers must have prior written management authorization before being placed on the common area and may not remain on the common area for more than 72 hours.
- J-21 Registered vehicles found violating any parking rule will be subject to the violation disciplinary procedure and monetary penalty schedule adopted ON 02/06/2018 and subject to towing.
- J-22 The right to park in the common area is restricted to residents, their vendors and their guests.
- J-23 ALL UNREGISTERED VEHICLES VIOLATING ANY VEHICLE AND PARKING REGULATION SET FORTH IN THIS SUNSTREAM ADOPTED RULES AND IS SUBJECT TO TOWING AT OWNERS EXPENSE WITHOUT NOTICE.

Lost placards can be replaced at the current replacement cost from the HOA. Broken placards will be exchanged free of charge with submittal of broken placard. The placards are to be transferred at the close of escrow to all future homeowners along with the one (1) common area key fob issued to each unit. A copy of this notice is included in the Association escrow file to provide notice to future owners that the Seller(s) are in possession of the common area key fob, one (1) resident placard and one (1) guest placard. The new owner will be responsible to pay for any of the above not transferred during escrow.

SIGN CONTROL

The first Section 10.6 of the CC&R's (in part) - Except as required by law, no signs, posters, banners, or flags may be posted or displayed on or in any Unit. Noncommercial signs and posters which must be allowed by law may not exceed nine square feet in size. Noncommercial flag and banners which must be allowed by law may not exceed 15 square feet in size. No signs shall be erected or displayed on the common area except signs placed by the authority of the Board.

- K-1 One (1) sign not larger than 18" x 24" may be placed (on a metal post) on common ground adjacent to the garage and/or in a window of the unit. This sign may be left in this location for the duration of the exchange, sale or lease of the unit. (No 4" x 4" posts permitted NO taping, nailing, etc. to the garage door).
- K-2 Open House signs are permitted between the hours of 8:00 a.m. and 6:00 p.m.
- K-3 Any damage caused by the placement of any sign is the sole responsibility of the homeowner.
- K-4 It is the responsibility of the Homeowner to advise their agent that other signs placed in the common area outside of the before mentioned times or places will be confiscated and disposed of.

ARCHITECTURAL CONTROL

- L-1 The Association shall provide all maintenance, repair and replacement of the common area. In addition, the Association shall provide exterior maintenance to each unit, except for glass surfaces, interior of patio area fences, and front doors, which shall be maintained by each owner in a manner acceptable to the Board of Directors.
- L-2 NO CHANGES OR ADDITIONS TO THE EXTERIOR OF THE UNITS (including addition of trees, antennas, satellite dishes, patio covers, exterior painting or installation of screens, sunshades, awning, walls, door knockers, fences, planter boxes, potted plants, ceramic address numbers, signs, etc.) MAY BE MADE UNLESS APPROVED BY THE BOARD OF DIRECTORS OR AN ARCHITECTURAL COMMITTEE APPOINTED BY THE BOARD. Plans and specifications must be submitted in writing on forms obtained from the property management company. Necessary building permits must be obtained. Approval or disapproval of the plans must be made by the Board within a reasonable period of time. (Exhibit B)
- L-3 Signatures of neighbors who may be impacted by your plans need to be obtained on Application for Approval of Proposed Improvements.

- L-4 The grade, level or drainage characteristics of the patio shall not be altered. Any modifications along the building's exterior walls must not interfere with the ability of the weep screed to divert water from the interior walls.
- L-5 Air conditioning units are not permitted to be installed in windows or walls and exterior clotheslines may not be attached to the exterior walls or fencing and may not be higher than the top of the fencing.
- L-6 Each owner shall have the right to place furniture, barbecue equipment and potted plants upon the patio. No plants or objects shall be placed on top of the common area fence. Potted plants placed on cement in their exclusive use front patio must have a saucer under them to protect the cement from stains.
- L-7 Nothing is allowed to protrude from the windows.
- L-8 Satellite dishes, television and other outdoor antennas must follow the Sunstream satellite policy and be located out of sight of the common areas.
- L-9 All window treatment must be maintained in a neutral color as seen from the street view.

ARCHITECTURAL IMPROVEMENT GUIDELINES

PATIO COVERS

1. All structures must be in harmony as to design, material and color with similar structures (including models and common area) already erected in SUNSTREAM.
2. All wood or approved material construction.
3. No solid covers. Lath type construction only. Temporary covers require the approval of the Architectural Review Committee.
4. Covers must be painted to match stucco or window trim.
5. Covers must be open on all sides.
6. Detailed plans and elevations must be submitted, along with application for approval or proposed improvement.

PATIOS

1. All patios must not interfere with the stucco weep screed. The top of the patio must be at least 2 inches from the weep screed.

DECKS

1. Top of deck must be no more than 12 inches above ground level measured from finished foundation level.
2. Deck construction must not impede developer installed drainage system.

FENCES AND GATES

1. Exterior of fence shall not be painted or stained.
2. Moving of fences is not allowed.
3. Gates, if approved, must be constructed of original fence material.
4. Gate hardware must be installed on the inside of fence.

LANDSCAPING

1. Plantings must not infringe upon neighboring unit's views.
2. Plants must be selected with care, so they do not interfere with the drainage.
3. Patio landscaping must insure proper drainage.
4. Shrubs and trees must not exceed 15 feet in height at maturity. Tree roots and limbs must be contained within your exclusive use yard.

EXHIBIT A INSURANCE INFORMATION

The Board of Directors has arranged for property and liability insurance for the Association's real and personal property.

The Association Master Policy, however, DOES NOT cover the unit owner's personal property such as furniture, clothing etc. nor personal liability.

The insurance to cover these items is the responsibility of the individual unit owner. There are two basic types of condominium exposures for individual owners:

1. RESIDENT OWNER/NON-RESIDENT OWNER - The policy most often used by the unit owner to cover these exposures is known as an HO6 coverage. The HO6 policy, also known as a condominium unit owner's policy, typically insures the unit owner's personal property, personal liability, condominium loss assessment and other coverages pertinent to condominium unit ownership. Coverages may vary and you should consult with your insurance professional.

EXHIBIT B
APPLICATION FOR APPROVAL OF PROPOSED IMPROVEMENTS

Please submit one request for each outdoor improvement (e.g. patio, fence, fountain, patio cover, gutters, sidewalks, gates, trees, shrubs and others). You must submit three copies of this form and three copies of the improvement plans. Be certain to show elevations with respect to existing buildings and fences, and drainage detail.

TO: SUNSTREAM ARCHITECTURAL COMMITTEE CHAIRPERSON
c/o Curtis Management Company
5050 Avenida Encinas, Suite 160
Carlsbad, CA 92008
(619)326-4662

I request approval of the following improvements to my property*

*Describe the proposed improvement and attached drawing(s).

Please provide the following details:

TYPE OF CONSTRUCTION: _____

DIMENSIONS: _____

TYPE OF MATERIALS TO BE USED: _____

HOW STRUCTURE IS TO BE FINISHED (coatings, color, etc.): _____

TYPE OF MOUNTING/ATTACHMENT TO THE MAIN STRUCTURE: _____

PROPOSED DATE TO BEGIN CONSTRUCTION: _____

PROPOSED DATE CONSTRUCTION COMPLETED: _____

I will be available to discuss this improvement with a member of the Architectural Committee upon request. I understand that continued proper drainage in this improved area is my sole responsibility.

I acknowledge that I have read and will conform to the CC&R's and Sunstream's Rules and Regulations (Section K and Architectural Guidelines) as they pertain to the Architectural Control.

SIGNATURE: _____ ADDRESS: _____
PHONE NO.: _____

ARCHITECTURAL COMMITTEE
APPROVED

DECLINED

COMMENTS: _____

SIGNATURE OF COMMITTEE MEMBERS:

- | | |
|----------|-------------|
| 1. _____ | DATE: _____ |
| 2. _____ | DATE: _____ |
| 3. _____ | DATE: _____ |

**EXHIBIT C
RECREATION ROOM RENTAL CONTRACT
FOR PRIVATE FUNCTIONS**

THIS AGREEMENT is made and entered into this _____, 20___, by and between **SUNSTREAM HOMEOWNERS ASSOCIATION**, a California non-profit corporation (hereinafter referred to as "Association") and, _____ a member and/or a member and tenant of a separate interest at Sunstream. If party renting is a member of the Association, such member is hereinafter referred to as the "Host" and only the member must sign this agreement. If the party renting is a tenant of a member of the Association, the agreement must be signed by both the tenant and the tenant's landlord who is a member of Association and both are jointly and several bound by the terms of this Agreement. In that case, the term "Host" in this Agreement includes both the tenant and the tenant's landlord, who is a member of the Association.

RECITALS

Host is at least twenty-one years old and either a member of the Association or tenant living in the Community and desires to utilize one Recreation Room in accordance with the regulations applicable thereto.

NOW THEREFORE, it is agreed by the parties hereto as follows:

1. **Use of the Recreation Room:** Host requests and, if approved, is hereby granted the right to use the Recreation Room as follows:

Recreation Room Rented: _____

Date: _____

Rental Period: _____ to _____

Number of Invited Guests: _____

Purpose of Private Function: _____

2. **Rules:** In consideration for being granted the use of the Recreation Room only, as provided herein, Host agrees to the following terms:

- A. Host and his/her guests and invitees shall abide by the terms of the Association's governing documents, whether or not stated in this Agreement. Host member is responsible and liable for the conduct of Host tenant and his/her guest and invitees.
- B. Clubhouse Hours:

Sunday through Thursday: 8:00 a.m. to 11:00 p.m.

Friday and Saturday: 8:00 a.m. to 12:00 a.m.**

**Please reduce noise after 10:00 p.m.

- C. There will be a \$250.00 refundable deposit for the use of either Recreation Room. This deposit covers damages and cleaning. Access into the clubhouse will not be given unless the deposit is received. If the clubhouse is left in good condition, no complaints received, and the all is returned to its original order, your deposit will be refunded.
- D. Key fob and tag must be picked up at Curtis Management Company - 5050 Avenida Encinas, Suite #160, Carlsbad, CA 92008 - Monday through Friday between 8:30 a.m. and 4:30 p.m. (closed for lunch from 12:00 p.m. to 1:00 p.m.)
- E. Key fob and tag must be returned to Curtis Management Company no later than 3 days after the scheduled event.
- F. If the key fob and/or tag is lost or stolen, the Host must pay a \$75.00 charge for its replacement.
- G. No decorations or other items may be placed in the Community or mounted or attached to the interior or exterior in any way. The gatherings may not extend into the pool or tennis area, and other residents may not be excluded from using the pool, spa, or tennis areas.
- H. Pool gates must remain closed and locked at all times. No pool gates may be propped open.
- I. No alcoholic beverages may be served to persons under 21 years of age. To the extent provided for by law, the Host is responsible for the consumption of alcohol by his guests and invitees.
- J. No smoking, vaping or use of e-cigarettes is allowed at any time in the clubhouse, pool, spa, sauna and restrooms. "Smoking" shall include, but not be limited to, any practice by which a substance, whether tobacco, marijuana or any other substance, is burned for the purpose of inhaling its smoke. "Vaping" means inhaling water vapor to obtain nicotine, cannabis or any other substance. "E-cigarette" means an electronic device that vaporizes liquid nicotine, cannabis or any other substance.
- K. Any food and drink must be in plastic or other non-breakable containers. No glass containers or other glass items are permitted in the Recreation Area, including the Recreation Room, pool, spa, sauna and restrooms at any time.
- L. No live music, stereo systems, amplified microphones or sound systems, or excessive noise are permitted.
- M. No commercial or business activities are permitted.
- N. Per San Diego Fire Department regulations, the Recreation Room has a twenty-five (25) person capacity. There are no exceptions.

- O. At the conclusion of the rental period, the Recreation Room must be returned in the same clean and undamaged condition as it was provided to Host by the Association, along with the facility key. If not, the Association may recover the costs and expenses to clean and/or repair the Recreation Room and/or replace the key from the Host by reimbursement assessment or other legal means.
- P. Host is responsible for securing all windows and doors no later than the end of rental term. If damage or theft to the Recreation Room results from the failure of the Host to secure the Recreation Room properly, the Host shall be responsible for all expenses incurred.

3. **Indemnification:** Host agrees to defend, indemnify and hold harmless Association, and/or Association members, officers, directors, agents, employees and manager from any and all costs or liability, including all attorneys' fees, expert fees and all other defense costs, arising out of or related to the use of the Recreation Room by Host. This indemnification shall extend to all claims made against the Association. This indemnification shall apply regardless of any active and/or passive negligent act or omission of Association or its officers, directors, members, agents, employees or property manager, or any of them. Host, however, shall not be obligated under this Agreement to indemnify Association for claims arising from the sole negligence and/or willful misconduct of Association.

4. **Damages:** Host shall be liable for any damages and cleaning fees, caused by Host, their family, guests, invitees, or tenants to the Recreation Room during the Rental Period. The amount of damages and cleaning fees, if any, will be recovered first from the security deposit, and, if insufficient, levied as a reimbursement assessment by the Association following proper notice and a hearing and may be subject to lien rights if unpaid.

5. **Violation of Agreement:** Should Host violate any of the terms of this Agreement or of the rules and regulations governing the use of the Recreation Room, following notice of hearing and opportunity to be heard, Host may be fined or subject to any other discipline allowed under the Association's governing documents, or subject to any other available legal remedy.

6. **Attorney's Fees:** Should attorneys or arbitrators' fees be incurred in enforcing the Agreement through litigation or arbitration, the prevailing party may recover said fees.

This Agreement is executed the month, day and year above written. I

have read and understand all of the above and attached documents,
have initialed each page and agree to the terms thereof.

Member Name: _____ Tenant Name: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Signature: _____

**EXHIBIT D
RECREATION ROOM RENTAL CONTRACT
FOR ASSEMBLY AND MEETING PURPOSES**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SUNSTREAM HOMEOWNERS ASSOCIATION**, a California non-profit corporation (hereinafter referred to as "Association") and____, a member or resident of a separate interest at Sunstream (hereinafter referred to as "Host").

RECITALS

Host is at least twenty-one years old and either a member or resident of the Association and desires to utilize the Recreation Room in accordance with the regulations applicable thereto.

NOW THEREFORE, it is agreed by the parties hereto as follows:

1. **Use of the Recreation Room:** Host is hereby granted the right to use the Recreation Room on _____ (date) from _____ to _____ ("Rental Period"). Reservation of the Recreation Room is limited to the interior of the Recreation Room *only*. *At no time* shall the usage encroach upon other recreational facilities of the community (such as pool/deck areas, tennis courts, fitness room, etc.). The function must be contained within the Recreation Room and may not extend before or after the authorized Rental Period.

2. **Purpose:** Host represents that he/she is reserving the Recreation Room exclusively for the purpose of one or more of the following activities (check all that apply) (collectively, the "Assembly Purpose"):

- Common interest development living
- Association election
- Legislation
- Public or political official
- Any initiative, referendum, or recall pertaining to the Association or other political body

Please describe the specifics of the Assembly Purpose _____ which purpose is consistent with *Civil Code* Section 4515. Host agrees that the Recreation Room will only be used for this stated purpose and for no other purpose during the rental period. Host understands that any uses of the Recreation Room that exceed the Assembly Purposes identified herein will disqualify Host's event from this Agreement and that said event will instead be automatically governed under the Association's standard Recreation Room Rental Contract, the terms of which are incorporated by reference into this Agreement.

3. **Rules.** In consideration for being granted the use of the Recreation

Room, without an upfront rental fee or security deposit, as provided herein, Host agrees to the following terms:

- A. Host and his/her guests and invitees shall abide by the terms of the Association's governing documents, in particular, those concerning Assembly Purpose Meetings (attached), at all times, whether or not stated in this Agreement.
- B. No decorations or other items may be placed in the Community or mounted or attached to the interior or exterior in anyway.
- C. Pool gates must remain closed and locked at all times. No pool gates may be propped open.
- D. No alcoholic beverages are permitted.
- E. No smoking, vaping or use of e-cigarettes is allowed at any time. "Smoking" shall include, but not be limited to, any practice by which a substance, whether tobacco, marijuana or any other substance, is burned for the purpose of inhaling its smoke. "Vaping" means inhaling water vapor to obtain nicotine, cannabis or any other substance. "E-cigarette" means an electronic device that vaporizes liquid nicotine, cannabis or any other substance.
- F. Any food and drink must be in plastic or other non-breakable containers. No glass containers or other glass items are permitted in the Recreation Room at any time.
- G. No live music, stereo systems, amplified microphones or sound systems, or excessive noise are permitted.
- H. No commercial or business activities are permitted.
- I. Per Fire Department regulations, the Recreation Room has a twenty-five (25) person capacity. There are no exceptions.
- J. At the conclusion of the rental period, the Recreation Room must be returned in the same clean and undamaged condition as it was provided to Host by the Association, along with the facility key. If not, the Association may recover the costs and expenses to clean and/or repair the Recreation Room and/or replace the key from the Host by reimbursement assessment or other legal means.
- K. Host is responsible for securing all windows and doors no later than the end of rental term. If damage or theft to the Recreation Room results from the failure of the Host to secure the Recreation Room properly, the Host shall be responsible for all expenses incurred.
- L. An adult must accompany individuals under 14 years of age at all times.

6. **Indemnification:** Host agrees to defend, indemnify and hold harmless Association, and/or Association members, officers, directors, agents, employees and manager from any and all costs or liability, including all attorneys' fees, expert fees and all other defense costs, arising out of or related to the use of the Recreation Room by Host. This indemnification shall extend to all claims made against the Association. This indemnification shall apply regardless of any active and/or passive negligent act or omission of Association or its officers, directors, members, agents, employees or property manager, or any of them. Host, however, shall not be obligated under this Agreement to indemnify Association for claims arising from the

sole negligence and/or willful misconduct of Association.

7. **Damages:** Host shall be liable for any damages and cleaning fees, caused by Host, their family, guests, invitees, or tenants to the Recreation Room during the Rental Period. The amount of damages and cleaning fees, if any, will be levied by the Association following proper notice and a hearing and may be subject to lien rights if unpaid in accordance with the CC&Rs.

8. **Violation of Agreement:** Should Host violate any of the terms of this Agreement or of the rules and regulations governing the use of the Recreation Room, following notice of hearing and opportunity to be heard, Host may be fined or subject to any other discipline allowed under the Association's governing documents, or subject to any other available legal remedy.

9. **Attorney's Fees:** Should attorneys or arbitrators' fees be incurred in enforcing the Agreement through litigation or arbitration, the prevailing party may recover said fees.

This Agreement is executed the month, day and year above written. I have read and understand all of the above and attached documents, have initialed each page and agree to the terms thereof.

Name: _____

Address: _____

Phone: _____

Signature: _____

**EXHIBIT E
RECREATION ROOM CONTENT AND CONDITION REPORT**

SUNSTREAM HOMEOWNERS' ASSOCIATION
c/o Curtis Management Company
5050 Avenida Encinas, Suite 160
Carlsbad, CA 92008
(619)326-4662

CONDITION BEFORE RENTAL

Walls: _____

Floors: _____

Counter: _____

Cupboard: _____

Sink: _____

Microwave/Stove (Upper Clubhouse Only): _____

Furniture: _____

Signature of Renter: _____ Date: _____

Signature of Board Member: _____ Date: _____

CONDITION AFTER RENTAL

Walls: _____

Floors: _____

Counter: _____

Cupboard: _____

Sink: _____

Microwave/Stove (Upper Clubhouse Only): _____

Furniture: _____

Signature of Renter: _____ Date: _____

Signature of Board Member: _____ Date: _____

CONTENTS OF RECREATION ROOM

**EXHIBIT F
FITNESS ROOM WAIVER**

Effective 08/01/04

MEMBERSHIP QUALIFICATIONS / RULES & REGULATIONS / WAIVER FORM

Membership Qualifications & Rules

- Membership to the Sunstream Clubhouse Fitness Facility is free of charge.
- Who may use the facility? An owner/Resident who provides adequate assurances that they are capable of being solely responsible for the use of the facilities.
- Only one member per waiver form. Each person must fill out their own form and initial for acceptance of liability and sign. This applies when there is more than one owner in a unit, an owner and a tenant in a unit, or more than one tenant in a unit. When an owner or their agent signs for permission for a tenant request, they do not initial the liability section this is for the member (tenant) to initial.
- To become a member, an owner must be an owner/occupant and return a signed waiver form must be turned in.
- If an owner lives offsite, owner may allow tenant(s) to use the Fitness Center by returning a waiver form for each tenant signed by owner of the unit and the tenant. The owner is responsible for the tenant(s) key fob if they move. There is a charge for any additional key request for future tenant(s) if the original key fob is lost or not returned.
- Upon receipt of the form and verification, a key fob to the facility will be activated or distributed. Only one key fob per member or unit. There is a replacement charge for lost key fobs.
- Key fobs are not to be loaned under any circumstance.
- Keep a copy of your signed form. This is your proof of membership in case anyone asks.
- Owner's monthly Association Fees must be in good standing or the member(s) can be denied.
- Member, if owner, who moves off the premises, must pass the key fob on to the new resident. That resident must contact management so that the necessary information may be obtained to put into the system regarding the new resident.
- This membership is not assignable or transferable.

Clubhouse Fitness Center Rules and Regulations

- Users are obligated to observe and comply with the Rules and regulations as set forth. Sunstream may make reasonable changes from time to time.
- Hours of Operation for the pool and fitness room: Daily from 6:00 a.m. to 11:00 p.m. Sunday through Thursday; and 8:00 a.m. to 12:00 a.m. Friday and Saturday.
- **NO ONE IS PERMITTED IN THE EXERCISE FACILITY WITHOUT A TOWEL.** You must wipe off the equipment after each use.
- No one under the age of 14 is permitted in the fitness center unless accompanied by someone 18 years or older.
- Dress code: workout attire (shirts at all times). Sandals or open toed footwear are not allowed.
- 30-minute limit on each machine if someone is waiting for that machine.
- Be courteous when using the multi-gym. Alternate sets if others are waiting for that station.
- Do Not enter the facility until drying off after using the pool or spa to avoid dipping water that could cause a slip and fall.
- Guest Privileges: An occasional guest will be allowed but a member has first right of use. The Member is responsible for the guest for all terms and conditions set forth below.
- Only those persons who can demonstrate the ability to use the equipment in a safe and appropriate manner will be permitted to use the exercise equipment.
- Last person to leave, no matter what time of day or night, must shut off all lights and machines, and close and lock all windows and doors.

- Violation of Rules and Regulations: All membership agreements shall be subject to strict compliance. Failure by Member to so comply shall permit Sunstream to revoke such membership into the recreational facilities. Membership agreement without further obligation to Member; said revocation to be effective upon written notice to Member. Keep this section—Turn in the Waiver Only.

SUNSTREAM HOMEOWNERS ASSOCIATION VIOLATION DISCIPLINARY PROCEDURE AND MONETARY PENALTY (FINE) SCHEDULE

This document sets forth Sunstream Homeowner Association's procedure for imposing disciplinary actions (including Schedule of Fines) for violations of the Association's governing documents, in accordance with the Davis-Stirling Common Interest Development Act and the Association's Governing Documents.

This **Violation Disciplinary Procedure and Monetary Penalty (Fine) Schedule** will supersede and replace the all previously adopted policies and schedules concerning the same subject matter.

1. **Authority of the Association's Board of Directors.** The Board of Directors (Board), pursuant to Bylaws sections 5.2 and 9.11, and CC&Rs section 5.6, has the authority to adopt and establish rules, regulations and procedures (collectively, "Rules") governing the use of Common Area and facilities within Sunstream, the personal conduct of Members, tenants, licensees and guests, and to take steps as it deems necessary for the enforcement of such Rules and the Association's Governing Documents.
2. **Member Responsibility.** Each Unit Owner is a Member of the Association and is responsible for complying with the Governing Documents (CC&Rs sections 3.1, 10.14, 11.9). Owners are required to give their tenants, if any, copies of the Governing Documents and any amendments thereto. Owners are also responsible for ensuring that their tenants, invitees, guests, and Unit occupants comply with the Governing Documents. In the case of violations by tenants, invitees, guests and Unit occupants who are not Members of the Association, the Association will notify the Unit Owner of violations. Any fines, or other discipline imposed, for non-compliance, including reimbursement charges, will be imposed against the Owner of the Unit. Discipline in the form of suspension of the use of recreational facilities will be against the tenant(s).
3. **Warning Notice.** When a violation is noted or reported, the Association shall give written notice to the Owner of the violation. The notice will contain a description of the violation, instructions regarding response to the notice and a deadline to correct the violation, which deadline shall be reasonably determined in the sole discretion of the Association.
4. **Notice of Hearing.** If the violation is not corrected or continues or is repeated, the Association shall give the Owner a second notice of the violation, which is a notice of hearing. The notice of hearing shall be given at least fifteen (15) days before the meeting at which the Board will determine whether to impose a monetary fine or other discipline, such as temporarily suspending any rights or privileges, excluding voting rights, or levying a reimbursement charge, and the discipline imposed, if any, will be effective 5 days after the Board's decision. The notice of hearing shall:
 - a. Identify the Governing Document provision that has been violated;
 - b. Describe the nature of the violation;
 - c. Identify the date, time and place of the meeting;

- d. Describe the corrective action to be taken by the Member and the time within which it must be done (if applicable);
- e. Describe intended or possible sanctions(s); and
- f. Inform the Member that he or she has the opportunity to attend the meeting and to address the Board regarding the alleged violation. (Civil Code § 5855.)

The hearing may be in open or executive session, at the discretion of the Board, unless the Member requests the meeting to be held in executive session. If the Member's failure to correct a violation results in the expenditure of funds by the Association to correct the violation, the notice shall also state that the Board may vote to levy a reimbursement charge if the Board finds that a violation has occurred and the Association has incurred an expense to bring the Owner into compliance with the Governing Documents.

The notice shall either be given personally to such Member or sent by first-class or certified mail, at the Board's discretion, to the last address for the Member shown on the Association's records.

5. **Hearing.** The Board shall conduct the hearing. The accused Member is entitled to attend the hearing and to address the Board. The President or acting Chair of the Board ("Chair") shall read the alleged violations against the Member. The accused Member may present evidence and testimony on his or her behalf, examine and refute all evidence presented and question any accusers or witnesses. The Board is entitled to question all parties and witnesses. The Board shall have the exclusive power and authority to impose disciplinary action.
6. **Imposing Disciplinary Action.** The Board may impose one or more disciplinary actions if it determines that a Member or his tenant, invitee, guest or Unit occupant, or a tenant's guest, has committed a violation of a particular Governing Document provision. This action may be imposed even if the Member does not appear at the scheduled hearing or does not submit a written explanation to the Board or management at or before the time scheduled for the hearing. As provided in the CC&Rs at section 2.2.b and Bylaws section 5.2, disciplinary action may include suspension of recreational facility use rights, and/or monetary penalties (i.e. fines) as follows:
 - a. **Suspension of Rights.** A Member's membership rights and privileges, except voting rights, may be suspended during any period of time that the Member is delinquent in the payment of assessments. In addition, a Member's membership rights and privileges, except voting rights, may be temporarily suspended for a period not to exceed thirty (30) days, at the discretion of the Board, for any violation of the Association's Governing Documents.
 - b. **Monetary Penalties i.e. Fines.** Imposition of fines in accordance with the Association's current Schedule of Fines.

In the case of continuing violations, such as uninterrupted architectural violations, the Board may impose additional disciplinary action once every thirty (30) days until the violation is remedied, provided that procedural requirements are followed (i.e., notice and hearing is provided before discipline is imposed). Repeated or habitual violations within a thirty (30) day period, such as parking violations, shall not constitute a continuing violation but shall be a separate violation for each

occurrence, and disciplinary action may be imposed for each and every separate violation, after notice and hearing.

7. **Notice of Board's Decision; Effective Date of Sanction.** The Association shall notify the Member of the Board's decision, in writing, within fifteen (15) days after making its decision. Failure to notify the Member within such 15-day period shall invalidate the Board's action. A suspension, fine or reimbursement charge shall become effective no sooner than five (5) days after the date of the Board's decision.
8. **Payment of Fines.** Fines (also known as "monetary penalties") are due when imposed and are deemed delinquent if not paid within fifteen (15) days after they are due. The Association may commence a lawsuit to compel payment of delinquent fines and to recover attorney's fees and costs of enforcement.
9. **Schedule of Fines.** The Schedule of Fines adopted by the Board is attached to this Procedure.
10. **Additional Corrective Measures; Reimbursement Charges.** The imposition of fines and the suspension of use rights are in addition to the requirement that Members comply with the Governing Documents. Compliance may include, but is not limited to, correcting, repairing or replacing non-complying conditions, all at the Member's expense by, for example, levy of a reimbursement charge against such Member and his or her Unit (see CC&Rs, section 4.4 and 10.14).
11. **Other Remedies.** The Association reserves the right to avail itself of any other remedy permitted by law and the Governing Documents to enforce the provisions of the Association's Governing (including Rules). These remedies include, but are not limited to, requesting internal dispute resolution, requesting that the matter be submitted to some form of alternative dispute resolution such as mediation or arbitration, right of entry to correct a violation after notice and hearing under CC&Rs, section 5.5, or bringing an action in court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.
12. **CC&R and Bylaw Provisions Applying to Hearings and Fines.** The CC&Rs, sections 5.6 and 10.14 and the Bylaws, section 5.2, address and apply to the holding of hearings and imposition of fines and other sanctions against Members.
13. **Association Duty of Enforcement.** Failure by the Association to enforce any provision of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.
14. **Amendment of Procedure.** As provided in Civil Code §4355(b)(4) and (5), the Association change this policy without a prior membership review period (1) where a rule change is required by law, if the Board has no discretion as to the substantive effect of the rule change, and (2) if the change merely repeats existing law or the governing documents.

MONETARY PENALTY (FINE) SCHEDULE

1. If the Board finds a violation of the governing documents, a monetary penalty (fine) of up to \$200.00 may be imposed for each separate violation of the governing documents. In addition:
 - (a) For violations which are not continuous:
 - a. If a Member violates the same provision of the governing documents on two separate occasions within any 12-month period, the Member will be subject to a monetary penalty (fine) of up to \$400.00 for the second offense.
 - b. If the Member violates the same provision three or more times within any 12-month period, the Member will be subject to monetary penalties (fines) for the third and subsequent violations of up to \$600.00 each.
 - (b) For continuous violations, whether architectural, or constituting a nuisance, or otherwise:
 - a. Continuous violations will be considered a violation every day from the first day of the violation until remedied in full.
 - b. Continuous violations are subject to a monetary penalty (fine) of up to \$100.00 per day for every day of the violation, whether consecutive or not, until the violation is remedied, subject to a maximum monetary penalty (fine) of \$3,000.00 per calendar month.
 - (c) Multiple violations, whether non-continuous or continuous, may be addressed in one or more Notice(s) of Intent to Impose Discipline to the owner and may be the subject of and heard at one or more executive session hearing(s).
2. Unless prohibited by other governing documents, and if allowed by law, the Board take legal action or correct, remedy or cure a violation, and seek a reimbursement assessment against the Member, or file a memorandum of costs or motion for attorneys' fees, to recover costs, expenses and attorneys' fees incurred by the Association.
3. If a violation is found which causes the Association to incur a financial obligation or expense, then the Member responsible for the violation will be subject to a reimbursement assessment in the amount of the obligation or expense incurred by the Association after proper notice and a hearing to the extent allowed by law.
4. A monetary penalty (fine) imposed by the Association as a disciplinary measure for failure of a Member to comply with the governing documents,

may be treated as and is hereby an assessment that may become a lien against the Member's separate interest, but such lien may not be enforced by the sale of the interest under Sections 2924, 2924b, and 2924c (non-judicial foreclosure).

RULES REGARDING SHORT-TERM RENTALS

1. **No Short-Term Leasing.** Except for a lender in possession of a Condominium following a default under a first Mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no Owner shall lease his Condominium for transient or hotel purposes. Any lease which is either for a period of less than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes. (CC&Rs, Section 10.2).
2. **Early Termination Restrictions.** If an Owner or tenant terminates a lease, or a tenant otherwise vacates a Condominium, after less than thirty (30) days from the original date of occupancy, the Owner may not re-lease the Condominium until at least thirty (30) days have passed from the original date of occupancy.
3. **Lease Requirements.** Any lease of a Condominium in the development (1) must be in writing, (2) must provide that the tenant is bound by and obligated to comply with the Association's governing documents, and (3) must provide that any failure to comply with the provisions of the governing documents shall be a default under the lease. (CC&Rs, Section 10.2).
4. **Proof of Compliance.** A fully executed copy of any lease agreement regarding any Condominium in the development must be provided to the Association's management company, or if none, to the Board, (1) before any tenant first moves into the Condominium, and (2) at any time the terms of a lease agreement are amended, renewed, or extended. The Owner may redact any financial information, such as the amount charged for rent or the amount of any security or other deposit, from the copy provided to the Association, if desired.
5. **Lease Advertising Restrictions.** Units may not be advertised in any manner that would give the appearance the Unit is available as a short-term, or transient rental. Units shall not be listed for a period shorter than 30 days with Airbnb, VRBO, Flipkey, Homeaway, or any other service.
6. **Transfer of Occupancy.** Members living offsite shall promptly provide the Association with the name, address, phone number, and email address of all Unit Residents and any change in occupancy.