

# Summerset at Brentwood III Rules

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# 1.0 ORGANIZATION

## 1.1 OUTLINE OF ORGANIZATION

### 1.1.1 Order of Precedence

The Articles of Incorporation establish Summerset at Brentwood III Association as a nonprofit mutual benefit corporation, designed to be “housing for older persons” and a “senior citizen housing development” as defined in federal and state laws. The Declaration of Covenants, Conditions and Restrictions (CC&Rs) and subsequent declarations of Annexation(s) to the CC&Rs cover Brentwood Tracts 7940, 8083 and 8084, the project known as Summerset III. The Bylaws describe the general powers of the Association. Rules issued by the Board of Directors to supplement the CC&Rs and the Bylaws cover management activities and the conduct of Lot Owners. These Articles, CC&Rs, Bylaws, Election Rules and Rules collectively are known as the Governing Documents. The order of precedence is:

- (a) Federal, State, County, and City laws, regulations, and ordinances,
- (b) the CC&Rs,
- (c) the Articles of Incorporation,
- (d) the Bylaws,
- (e) the Rules, and
- (f) the Election Rules

In any conflict between any document preceding the Rules, the preceding document shall prevail. Hereafter, Summerset at Brentwood III Association may also be referred to as “Summerset III” or “Summerset Vista.”

### 1.1.2 Management of Affairs

The Association’s business and affairs shall be managed by a Board of Directors subject to the limitations in California laws and in the Governing Documents. The Board shall consist of five (5) Directors that are Resident Owners, elected by Owners at annual membership meetings. The Board shall elect a President, Vice President, Secretary, Chief Financial Officer (Treasurer), and Director at Large.

### 1.1.3 Manager

The Board shall retain a Manager (a company or individual specializing in association management activities) to manage, operate and administer the day-to-day affairs and activities of the Association and its Property, and to interface with Owners, Residents and Non-Resident Owners. An agreement between the Association and Manager shall outline the Manager’s duties and responsibilities.

### 1.1.4 Activities Director (Amended Nov 2024)

The Association shall employ, directly or through the management company, an Activities Director, who is not an owner or resident of Summerset at Brentwood III Association. The Activities Director shall report to the President of the Board or their designee, and shall arrange, organize, and promote various recreation, and entertainment activities and manage the Association’s facilities in accordance with the Employee Manual. The Activities Director shall interface with the Resident Advisory Committee and various Clubs within the position purview.

### 1.1.5 Committees

(a) Standing Committees. (Amended Nov 2024) There shall be eight (8)" standing" committees:

- i. Resident Advisory Committee (RAC)
- ii. Architectural Review Committee (ARC)
- iii. Finance Advisory Committee (FAC)
- iv. Inspectors of Elections
- v. Nominating Committee
- vi. Technology Committee
- vii. Pool Committee
- viii. Landscape Improvement Committee.

Each committee serves the Board in an advisory capacity with responsibilities outlined in either the Governing Documents or delegated by the Board. The number of members of each committee shall be determined by the Board.

- (b) Ad Hoc Committees. The Board may establish "ad hoc" committees to perform activities of limited duration.
- (c) Committee Members. The Board shall appoint Resident Owners in good standing who are willing to participate as committee members.
- (d) Recusal. Any committee member shall not vote on items where they have a vested interest

### 1.1.6 SCAMPS

The SCAMPS are a group of volunteers that provide various maintenance activities as needed and report directly to the Board of Directors.

### 1.1.7 Clubs

The Association promotes and encourages Residents who share common interests to form Clubs which are compatible with the objectives of the Association. Clubs may cover the social, recreational, educational, cultural or entertainment interests of the community. Authorized Clubs shall gain advantages by becoming part of the Association's organizational structure. Clubs shall establish their own internal management structure and financial arrangements. Clubs shall be subject to annual review by the Resident Advisory Committee and Board. A Club wishing recognition by the Association shall submit an application to the Activities Director for review. The Resident Advisory Committee shall recommend approval or denial of the application to the Board whose decision shall be final. See Appendix 8: Application for Formation of an Association Club.

### 1.1.8 Organizational Chart

Appendix 1, Organization Chart, illustrates the Association's organization.

## 1.2 COMMITTEES

### 1.2.1 Resident Advisory Committee

- (RA)(a) Type. The Resident Advisory Committee, herein after called the "RAC", shall be a standing committee appointed by the Association's Board of Directors.
- (b) Purpose. The RAC shall meet the requirements set forth in Article 13.2 of the Summerset at Brentwood III Declaration of Covenants, Conditions and Restrictions, and assume the responsibilities outlined. In addition, the Committee shall report to and advise the Board on activities and issues affecting the affairs of the Association, the Membership, and the community as a whole, excluding those activities and issues reserved as a responsibility of the Board, or delegated by the Board to another Association committee.
- (c) Structure. The Committee shall consist of at least 3 members appointed by the Board to terms of two years. A chairperson and a co-chairperson shall be elected by Committee members. The Committee shall advise the Board, and conduct its meetings when called by the chairperson, with findings and recommendations presented to the Board. The Committee may establish and dissolve its subcommittees.
- (d) Duties and Responsibilities.
- 1) Neither the members of the RAC, nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto.
  - 2) The RAC will advise the Board:
    - a. On community relations issues and assist the Board in promotion of communications and enhancements of community life within Summerset III and in awareness of City, County and State laws and activities which may have an effect on the Association and its Members. Toward this end, all questions, inquiries and comments from owners relating to such issues, shall be directed through the Management Company to the Board. At the Board's discretion, the issue may then be directed to the Committee for review and recommendation to the Board for the Board's action at a scheduled meeting:
    - b. On common property issues, review and assess proposals and studies of short and long-term usage, repairs, maintenance, and improvements to the Common Areas.
    - c. On environmental issues, review, and report on membership activities to ensure compliance with the Association's objectives of an environment, which enhances the beauty of the properties and promotes the peace, health, comfort, safety, and general welfare of the Members.
    - d. On recreational and social issues, assist the Board in its task of providing a proper balance in expenditures of time, effort, and monies with regard to programs and events sponsored by the Association, or by a Member or group of Members, including the impact on the Association and membership.
    - e. On other activities as may be assigned by the Board.
  - 3) The RAC will call periodic meetings of clubs and the Activities Director for communication purposes. See Appendix 9: Annual Club Report.

- e) Association Expenses. No Association expense may be incurred by any Committee member without prior Board approval.
- f) Authority. The RAC has the authority to approve or reject applications for clubs and Clubhouse usage as covered in Sections 1.3 and 8.0. Any rejection may be referred to the Board of Directors.

#### 1.2.2 Finance Advisory Committee (FAC)

- (a) Type. The Finance Advisory Committee shall be a "standing committee" reporting to the Board of Directors.
- (b) Purpose. The Committee's primary purpose shall be to provide oversight and advisory functions thereby assisting the Association Board, Treasurer and Manager in the discharge of their fiduciary responsibilities. Committee findings and/or recommendations shall be presented to the Board in writing.
- (c) Structure. Committee members shall consist of at least three (3) Resident Owners, in good standing, appointed by the Board to serve terms of two (2) years. Committee members shall have some education, experience, and/or aptitude for reading and understanding accounting statements. Committee members shall elect a Chairperson to schedule meetings as called by the Chairperson. The Board shall assign the CFO (Treasurer) to the Committee as a non-voting member to serve as Board liaison.
- (d) Duties and Responsibilities. The scope of Committee assignments shall include:
  - 1) Neither the members of the FAC, nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto
  - 2) Periodic review of Association accounting policies and practices to ensure they are in accordance with generally accepted accounting principles and are designed to satisfy the needs of the Association.
  - 3) In workshop session(s) with the Manager and Treasurer, participate in preparation of the proposed annual budget, including a review of the operating expense subaccounts, identification, and funding requirements of the reserve expense subaccounts prior to presentation of the annual budget to the Board for the Board's review and final approval.
  - 4) Review monthly and annual financial statements and reports, notifying the Treasurer and Board of any undue budget variances, accounting omissions, inconsistencies, and potential troublesome issues.
  - 5) Ensure Association disclosures to Owners are completed in accordance with the Governing Documents and that governmental disclosures and reports are prepared and filed with federal and state governmental agencies on a timely basis.
  - 6) Communicate and coordinate with the Management Company to review and retain oversight to make sure that the Board is aware of any failures to file or disclose specified reports or notices that involve the residents, state, and/or federal governmental agencies in a timely manner.
  - 7) Perform financial-related projects as requested by the Board.
  - 8) Provide financial guidance to the RAC for projects they are considering.

- (e) Association Expenses. No Association expense may be incurred by any Committee member without prior Board approval.
- (f) Authority. The FAC has the authority to work with the Management Company to prepare and update the association financial reports and to update the Reserve Study.

### 1.2.3 Architectural Review Committee (ARC)

- (a) Type. The Architectural Review Committee is a “standing committee” reporting to the Board of Directors.
- (b) Purpose. The primary purpose shall be to provide oversight and approval of changes to residential lots, landscaping, or resident exterior.
- (c) Structure. The ARC shall be composed of at least three (3) Members of the Association appointed by the Board of Directors. In selecting Members for the ARC, the Board of Directors shall endeavor to select individuals whose occupations or education will provide technical knowledge and expertise relevant to matters within the ARC's jurisdiction. Architectural Committee members shall serve two (2) year terms.
- (d) Duties and Responsibilities.
  - 1) Neither the members of the ARC, nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto
  - 2) The ARC shall be empowered to hold meetings, make recommendations, and provide advice to the Board
  - 3) The ARC shall have the duty to consider and advise upon the proposals and plans for improvements, including grading and drainage plans, submitted to it pursuant to this Declaration, to propose Architectural Rules pursuant to Section 11.6 and to carry out all other architectural review duties imposed upon it by the Governing Documents.
  - 4) The ARC shall meet from time to time as necessary to properly perform the architectural review functions described herein.
  - 5) The ARC shall keep and maintain a written record of all actions taken. Review and approval by the Architectural Committee or the Board of Directors of any proposals, plans or other submittals pertaining to improvements shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements of any governing agency, the responsibility for which shall lie solely with the owner who desires to construct, install, or modify the improvement.
- (e) Association Expenses. No Association expense may be incurred by any Committee member without prior Board approval.
- (f) Authority. The ARC has the authority to approve or deny applications for changes to resident lots, landscaping, and any other exterior change. They have the authority to make recommendations regarding the choice and placement of trees and other exterior structures outlined in these documents. ARC decisions may be appealed to the Board of Directors.

#### 1.2.4 Inspectors of Elections

- (a) Type. The Inspectors of Elections is a “standing committee” reporting to the Board of Directors.
- (b) Purpose. The purpose of the Inspectors of Elections is to conduct, oversee and count ballots in all elections.
- (c) Structure. The Inspectors of Elections is comprised of 3 or 5 members. The Inspectors of Elections cannot include members of the Board, candidates for the Board, persons related to a member of the Board or persons related to a candidate for the Board.
- (d) Duties and Responsibilities. The duties and responsibilities of the Inspectors of Elections include:
  - 1) Neither the Inspectors of Elections, nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto
  - 2) Cause the ballots and a copy of the Election Rules to be delivered at least 30 days in advance of the election.
  - 3) Determine the number of memberships entitled to vote and the voting power of each.
  - 4) Make changes to the voter and candidate registration lists.
  - 5) Determine the authenticity, validity, and effect of proxies.
  - 6) Determine when the polls shall close.
  - 7) Receive and maintain custody of the ballots.
  - 8) Hear and determine all challenges and questions arising out of the right to vote.
  - 9) Count and tabulate all votes.
  - 10) Appoint and oversee assistants.
  - 11) Determine the results of the election.
  - 12) Perform duties impartially, in good faith, to the best of their ability and as expeditiously as is practical.
  - 13) Perform any acts as may be proper to conduct the election with fairness to all members.
- (e) Association Expenses. No Association expense may be incurred by any Committee member without prior Board approval.
- (f) Authority. The Inspectors of Elections have the authority to conduct, oversee, and determine the results of elections without interference.

#### 1.2.5 Nominating Committee

- (a) Type. The Nominating Committee is a “standing committee” reporting to the Board of Directors.
- (b) Purpose. The purpose of the Nominating Committee is to seek qualified candidates for election to the Board of Directors.

- (c) Structure. The Nominating Committee is comprised of at least 3 members, one of which is a Director. The Nominating Committee should seek individuals with leadership strengths to serve in a decision-making capacity. Nominating Committee members serve for two years.
- (d) Duties and Responsibilities.
  - 1) Neither the members of the Nominating Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto.
  - 2) The duties of the Nominating Committee are to solicit, screen and place into nomination candidates for Directors of the Association. See Appendix 4: Board of Directors Nomination Application and Candidate Statement Form.
- (e) Association Expenses. No Association expense may be incurred by any Committee member without prior Board approval.
- (f) Authority. The Nominating Committee has the authority to nominate individuals to be put onto the ballot for election for the Board of Directors.

#### 1.2.6 Technology Committee (Added September 2022)

- (a) Type. The Technology Committee is a “standing committee” reporting to the Board of Directors.
- (b) Purpose. The purpose of the Technology Committee is to recommend, plan for, install and maintain hardware and software for the association.
- (c) Structure. The Technology Committee is comprised of at least 3 members, with a Board Liaison member. The Technology Committee should seek individuals with strengths in either or both software and/or hardware. The technology in question is any technology used by the Association. This can include computers, networks, telephones, television and cable, gate technology, and cameras, among others. Technology Committee members serve for two (2) years.
- (d) Duties and Responsibilities.
  - 1) Neither the members of the Technology Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto.
  - 2) The duties of the Technology Committee are to make recommendations on needed technology to the Board of Directors and to plan for installation and use, install or assist with installation, document, and maintain and/or plan for maintenance of any technology within the Association.
- (e) Association Expenses. No Association expense may be incurred by any Committee member without prior Board approval.
- (f) Authority. The Technology Committee has the authority to identify technology needs and make recommendations to the Board. The committee may plan and/or assist with the planning and contracting for new technology including installation of such technology, documentation of use, and maintenance.

### 1.2.7 Pool Committee (Added October 2022)

- (a) Type. The Pool Committee is a “standing committee” reporting to the Board of Directors.
- (b) Purpose. The purpose of the Pool Committee is to maintain a safe, clean, regulatory-compliant, and attractive environment at the pool. This includes assuring daily water chemistry testing is performed and recorded and making recommendations to the Board regarding the pool operations and maintenance.
- (c) Structure. The Pool Committee is comprised of at least 3 members. A Board member will serve as a liaison to the committee. The Pool Committee should seek individuals who are interested in maintaining the pool as a safe and attractive association facility.
- (d) Duties and Responsibilities.
  - 1) Neither the members of the Pool Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto.
  - 2) The duties of the Pool Committee are to perform (or assure) that pool and spa water chemistry testing is done on a daily basis and that the test results are recorded and maintained for a minimum of two years. Additional duties include assuring appropriate organization of the pool equipment, assuring the cleanliness of the facility, and making recommendations to the Board regarding the pool operations and maintenance.
- (e) Association Expenses. No Association expense may be incurred by any Committee member without prior Board approval.
- (f) Authority. The Pool Committee has the authority to identify concerns regarding the pool, spa, and pool area and make recommendations to the Board. The committee may plan and/or assist with the planning and contracting for maintenance to the pool, spa, and pool area.

### 1.2.8 Landscape Improvement Committee (Added May 2024)

- (a) Type. The Landscape Improvement Committee is a “standing committee” reporting to the Board of Directors.
- (b) Purpose. The purpose of the Landscape Improvement Committee is to evaluate, prioritize and recommend improvements to the association’s common area landscape.
- (c) Structure. A Board member will serve as a liaison to the committee. The Landscape Improvement Committee should seek individuals who are interested in the aesthetic exterior of the association’s grounds and have a vision for improvements and maintenance of the association’s grounds.
- (d) Duties and Responsibilities.
  - 1) Neither the members of the Landscape Improvement Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto.
  - 2) The duties of the Landscape Improvement Committee are to evaluate, prioritize and make recommendations to the board of directors regarding improvements to the association’s common area landscape. This should be done in a timely manner to allow for budgeting,

- (e) .Association Expenses. No Association expense may be incurred by any Committee member without prior Board approval.
- (f) Authority. The Landscape Improvement Committee has the authority to identify concerns regarding the landscaping of all association property. They will be responsible for budgets, selection of planting materials and hardscape.

### **1.3 AUTHORIZED CLUBS**

The Association shall promote and encourage Residents who share common interests to form clubs and organizations which are compatible with and meet the objectives of a "senior housing development" and are designed to meet the social needs of seniors. Clubs may cover a variety of social, educational, recreational, entertainment or cultural activities. For the purposes of these Rules, a Club shall mean an organization approved by the Board of Directors as an authorized club of the Summerset at Brentwood III Association.

#### **1.3.1 Definition**

A Club shall be defined as a group that:

- (a) Meets regularly (daily, weekly, monthly),
- (b) Uses the Association's facilities.
- (c) Reserves the Association facilities on the Association calendar, and
- (d) Publishes information pertaining to the Club in the Association's newsletter.
- (e) Is open to all Summerset at Brentwood III residents.

#### **1.3.2 Benefits**

A Club shall be given special consideration in the use of Association facilities and services without payment of deposits and/or fees and shall be covered under the Association's general liability insurance during the Club's activities on Association property. Further, a Club shall be recognized as a part of the Association's organizational structure thereby making available Association administrative resources and services.

#### **1.3.4 Application.**

In order to form an authorized Club, the following procedures shall apply:

- (a) A Resident shall make a written request (Appendix 8: Application for Formation of an Association Club) to the Activities Director indicating the proposed Club name, purpose, membership requirements, and names of persons initially interested in forming and joining the Club. Membership shall be limited only to Summerset Residents.
- (b) The Activities Director shall review the application to determine if the proposed Club is in keeping with the Association objectives and Governing Documents and that no duplication or conflict exists with another Club. The Activities Director forwards the application to the RAC for review and approval.
- (c) The RAC shall review and make its recommendation to the Board by requesting that the application be placed on the next regular Board meeting agenda for the Board's consideration of either approval or denial.

- (d) When authorized, the Club shall provide the Activities Director with a more detailed outline of intended activity, organizational structure, its membership roster, and list of officers for forwarding to the RAC.
- (e) An authorized Club shall report to the RAC and shall interface with the Activities Director and with other Association Clubs.
- (f) Clubs shall establish their own internal management structure (i.e., officers and bylaws) and financial arrangements including a bank account if applicable, which is separate from the Association and in the name of the Club. A meeting should be held at least periodically with the RAC, the Activities Director and at least one representative from each club.
- (g) A meeting should be held periodically with the RAC, the Activities Director and at least one representative from each club.

#### 1.3.4 Club Membership

Some Club members may be from other Summersets. For a Club to be eligible to use the Summerset III clubhouse the club must: be authorized, have a Summerset III resident contact, have a minimum of 15 percent Summerset III residents with the remainder of the membership being residents of Summerset I, II or IV, and have a Summerset III resident in attendance at club functions or events.

#### 1.3.5 Annual Report

All Clubs shall submit a Club Report to the RAC annually. The report shall include information on membership, leadership, finances, and any tax implications for the Association. The RAC will submit its findings and recommendations to the Board with regard to the continuation of the Club as an authorized Club of the Association.

#### 1.3.6 Tax-Exempt Status

No Club shall hold or claim itself to be a tax-exempt organization without tax exempt approval by respective tax authorities.

### 1.4 BOARD OF DIRECTORS AND MEMBERSHIP MEETINGS

#### 1.4.1 Meetings.

##### 1.4.1.1 General Information

- (a) The Association President shall preside as the chairperson at all Board or Membership/Annual meetings. The Vice President shall preside as chairperson in the absence of the President.
- (b) A “meeting” of the Board occurs whenever any three (3) or more of the five (5) Directors congregate at the same time and place to hear, discuss, or deliberate upon any item of the Association business to be heard by the Board.
- (c) Minutes of all Board meetings shall be taken, transcribed, and marked “draft” until approved by the Board. Upon approval, they shall be signed by the Association’s Secretary (officer) and retained in the Association’s files. Minutes of Regular, Special and Emergency meetings shall be available to all Members within thirty (30) days following the meeting. Confidential items discussed in the Executive Session may be generally noted in the minutes; however, any details considered confidential shall be held in the Association file and released only on express Board Approval.

- (d) Members shall be entitled to speak at Board meetings, excluding Executive Sessions, unless invited, subject to time limits and procedures established by the Board and upon recognition from the chairperson.
- (e) Board meetings shall be conducted under a recognized system of Parliamentary procedure (Rule 1.4.2). The meeting agenda shall be the responsibility of the Board President and the Management Company.

#### 1.4.1.2 Annual/Membership Meetings

- (a) The annual meeting of Members shall be held in June each year with the specific date and time determined by the Board.
- (b) Although any proper Association and community issue may be presented, the primary activity at the annual meeting shall be to elect Director nominees to replace those Directors whose terms have expired.
- (c) Members may address and discuss subjects related to Association and community issues, may propose and present motions, second motions, debate, and vote on issues during such meetings
- (d) Parliamentary procedure also shall apply at membership meetings. Bylaws 3.7.
- (e) Voting by Members on issues requiring either a majority vote or a specified percentage vote, in each case, shall be in accordance with the Governing Documents.

#### 1.4.1.3 Regular Meetings

- (a) Members may attend and participate in discussions during Regular Board meetings subject to reasonable time limits and under procedures established by the Board.
- (b) Only Directors may make motions, second, and vote on motions during Board meetings. Voting by Directors shall be in accordance with the Governing Documents.
- (c) Regular business meetings of the Board of Directors shall be held at least once in each fiscal quarter or more frequently as approved by the Board.
- (d) Agendas of Regular Board Meetings shall be posted at least four (4) days in advance of the meeting. The agenda should contain the date, time, and place of the meeting, as well as all items to be addressed at the meeting.

#### 1.4.1.4 Special Meetings

- (a) Special meetings may be called by the President or by any 2 members of the Board of Directors other than the President, with 4 days posted notice of the meeting unless this meeting is an emergency meeting.
- (b) The notice of the meeting must contain the date, time, and location of the meeting. The notice must also contain all items to be addressed at the meeting. No other items may be discussed at this meeting.
- (c) Special membership meetings may also be scheduled in accordance with the Association's Bylaws.

#### 1.4.1.5 Executive Meetings.

- (a) Members may attend Executive (closed) Board meetings only by invitation from the Board.
- (b) Executive Session Board meetings may be called by the President or any two Directors other than the President.
- (c) Appropriate notice to Directors and Members of all Board meetings shall be made in accordance with the Association's Bylaws.
- (d) Items to be discussed at Executive Meetings include only items considered sensitive or confidential. These items include:
  - 1) Personnel matters
  - 2) Pending litigation
  - 3) Member disciplinary hearings
  - 4) Matters related to a payment plan for delinquent assessments.
  - 5) Matters relating to the formation of contracts with third parties.
  - 6) Foreclosure decisions.
- (e) Matters discussed in the Executive Session may be generally noted in the minutes of the Regular Meeting immediately following.
- (f) At Member disciplinary hearings, the Board shall arrange and prepare minutes, state reason(s) for the hearing, reference applicable provisions of the Governing Documents, arrange orderly presentation of written and verbal testimony, summarize the findings of fact, finalize the Association's position, and reach a decision by a majority vote. A written notice of the Board's decision shall be given to interested parties. All related documents shall be placed in the Management Company's Member Lot file.

#### 1.4.1.6 Emergency Meetings

- (a) Emergency Board meetings may be called by the President or any two Directors other than the President.
- (b) Appropriate notice to Directors and Members of all Board meetings shall be made in accordance with the Association's Bylaws.
- (c) Emergency meetings occur when circumstances arise that cannot be reasonably foreseen and require immediate attention and/or action.
- (d) Email may be used as a method of conducting an emergency meeting, provided all members of the board consent in writing.
- (e) Notice of Emergency meetings does not need to be posted in so much as it is impractical to provide notice for such an emergency.

#### 1.4.1.7 Workshops

- (a) Workshops follow Regular Meeting Rules with regard to Open Forum, minutes, and posting.

- (b) The purpose of a Workshop is to discuss and deliberate ideas, issues, and initiatives that merit more time than is reasonable in a Regular Meeting.
- (c) No vote is to be taken during a Workshop. Consensus of opinions is used to move items forward to a meeting for action.
- (d) Workshops may last for an undetermined time limit since the purpose of the meeting is discussion and deliberation.

#### 1.4.2 Summary of Basic Parliamentary Procedure

Robert's Rules of Order will be used to conduct meetings. A parliamentarian should be consulted in the event precise rules and procedures are necessary. Any item or issue not on the agenda may be discussed but shall not be voted on.

## 2.0 MANAGEMENT AND ADMINISTRATION

### 2.1 POLICIES AND RULES

In order to effectively administer and enforce the Association's Bylaws and Declaration of Covenants, Conditions, and Restrictions (the CC&Rs), the Board of Directors ("Board") shall formulate and issue various policies, rules, regulations, and procedures for the conduct of business and interaction between the Association and its Members. It shall be the responsibility of the Board to approve such policies, rules, regulations, and procedures which for purposes of this Association, collectively shall be called "Rules". (Bylaws 8-4)

#### 2.1.1 Responsibilities

It shall be the responsibility of the Board and the Association Manager to implement the Rules. In addition, the Manager's duties, responsibilities, and activities shall be outlined in a management agreement with the Association.

#### 2.1.2 Categories

Rules shall be issued and numbered under one of the following categories:

- (a) Organization
- (b) Management and Administration
- (c) Common Areas
- (d) Lots and Owners' Residences
- (e) Accounting and Finance
- (f) Architectural Standards
- (g) Environmental Standards
- (h) Recreation Facilities
- (i) Privacy Control

#### 2.1.3 Approval

All approved Rules shall contain a number, title, approval date, and signature of the Secretary of the Board. The date a Rule is approved or amended shall be the effective date unless a different date is specified. A Rule, and amendments and changes thereto, may be prepared for presentation to the Board by a Director or Officer, the Manager or by a standing committee of the Board.

#### 2.1.4 Review and Adoption

Rules normally shall be reviewed and approved or amended by the Board during a regular Board meeting under a "two reading" procedure. A Rule shall be presented in essentially final form for the "first" reading which shall constitute tentative approval (without adoption) in order to give Members an opportunity to offer their comments before adoption. A written notice shall be provided to the members giving members at least 28 days' notice prior to making a rule change; after which the "second" reading shall be for adoption or rejection by majority vote of the Board.

It is the intent that there shall be no substantive changes between the first and second readings. Civil Code § 4360 requires the Association to "provide general notice" of any Rule changes at least 28 days before the final rule can be approved allowing community discussion and input. Proper notice is defined in Civil Code §§4045 and 4040 as first class, registered, express or overnight mail, email, facsimile, etc. to the recipient's address, or by request to a secondary address.

However, general delivery can be satisfied by "posting the printed document in a prominent location that is accessible to all members, if the location has been designated for the posting of general notices by the association in the annual policy statement, prepared pursuant to §5310." (Bylaws 8.4.F, Civil Code §§ 4040, 4050, 4045, 4360, 5310)

#### 2.1.5 Distribution

A Rule and amendments thereto, initially shall be distributed by the Manager to Members free of charge soon after Board approval. At other times, the Association shall provide a Member with a copy of the requested Project Documents (i.e., Articles, Bylaws, CC&Rs and/or Rules) within ten (10) days of the request, subject to a reasonable charge for mailing and duplication.

## 2.2 ENFORCEMENT OF GOVERNING DOCUMENTS AND SCHEDULE OF FINES

(AMENDED MARCH 19, 2026)

Purpose and Authority - This Enforcement Policy and Schedule of Fines ("Policy") establishes the procedures and penalties used by the Summerset at Brentwood III Association ("Association") to enforce its Governing Documents, including the CC&Rs, Bylaws, Articles of Incorporation, and duly adopted Rules, in accordance with California Civil Code sections 5850 and 5855. This Policy supersedes all prior enforcement policies and fine schedules.

The Association's Board of Directors ("Board") has the authority to enforce the Governing Documents and impose discipline, including monetary penalties, suspension of common area privileges, and reimbursement assessments, as permitted by law and the Governing Documents

#### 2.2.1 Members and Responsibility

Each Owner of a Lot is a "Member." Members are responsible for the conduct of their co-owners, tenants, occupants, guests, and invitees (collectively, "Member Parties"). Violations by any Member Party are deemed violations by the Member. Members are responsible for providing tenants and occupants with copies of the Governing Documents.

#### 2.2.2 Types of Violations

Violations may be classified by the Board as follows:

1. **Occurrence Violations** – Discrete acts or omissions (e.g., parking, noise, leash violations). Each day an occurrence violation happens constitutes a separate violation.

2. **Continuing Violations** – Conditions that persist over time (e.g., unapproved architectural modifications). The first day constitutes a violation, and each subsequent 30-day period the condition remains uncorrected constitutes a separate violation unless otherwise stated in the Schedule of Fines.
3. **Health and Safety Violations** – Violations that may pose an adverse health or safety impact to persons or property, subject to enhanced fines as permitted by Civil Code section 5850.

### 2.2.3 Notice and Hearing

Before imposing discipline or a reimbursement assessment, the Board will provide the Member with written notice at least ten (10) days prior to a hearing. The notice will include:

- Date, time, and place of the hearing
- Description of the alleged violation or damage
- Governing Document provisions involved
- Opportunity and timeframe to cure, if applicable
- Potential discipline being considered
- The Member's right to attend and address the Board

Hearings are held in executive session. The Board may proceed if the Member does not attend. Members may present information and may bring legal counsel with at least five (5) days' prior written notice.

### 2.2.4 Opportunity to Cure

Members are generally provided an opportunity to cure violations prior to the hearing:

- **Occurrence violations:** A first-time violation may be cured by immediately stopping the conduct and confirming compliance in writing. Repeat violations within six (6) months may be fined.
- **Continuing violations:** Cure requires corrective action to bring the condition into compliance.
- **Financial commitment to cure:** If a cure cannot be completed before the hearing, the Board may accept evidence of meaningful financial steps toward compliance.

### 2.2.5 Disciplinary Action

If the Board determines a violation occurred and was not cured or sufficiently committed to be cured, it may impose one or more of the following:

- Monetary fines per the Schedule of Fines
- Temporary suspension of common area privileges
- Corrective or restorative action, including removal of non-conforming improvements

### 2.2.6 Reimbursement Assessments

The Board may levy a reimbursement assessment to recover costs incurred by the Association due to a Member Party's actions or damage caused. Reimbursement assessments are not fines and are subject to the Association's assessment collection policies.

### 2.2.7 Notice of Decision and Dispute Resolution

Written notice of the Board's decision will be provided within fourteen (14) days after the hearing. Members may request Internal Dispute Resolution if disagreement remains. Written resolutions reached through agreement or IDR are binding and enforceable.

### 2.2.8 Payment Terms

- Fines are due upon imposition and are not subject to late fees or interest.
- Reimbursement assessments are due within thirty (30) days and may accrue late fees and interest if delinquent, as provided in the Governing Documents.

### 2.2.9 Reservation of Rights

The Association reserves all rights and remedies available under the law and Governing Documents. Failure to enforce any provision does not constitute a waiver. In the event of conflict, the CC&Rs control.

### 2.2.10 Schedule of Fines

#### **General Violations**

- **Occurrence violations:** Up to \$100 per violation per day
- **Continuing violations:** Up to \$100 initially, plus up to \$3 per day while the violation continues

#### **Health and Safety Violations**

For violations posing health or safety risks (including fire hazards, obstruction of emergency access, and serious animal control violations):

- **Occurrence violations:** Up to \$500 per violation per day
- **Continuing violations:** Up to \$15 per day while the violation continues

Enhanced fines for other health and safety violations require prior written Board findings adopted at an open meeting.

## **2.3 REPORTING AND DISCLOSURE**

### 2.3.1 Davis-Stirling

It shall be the policy of the Association to comply with all Federal and State of California laws. Special attention shall be given by the Board of Directors, the Association Manager and by standing committees of the Board to the Davis-Stirling Section of the California Civil Code.

### 2.3.2 Management

The Board shall retain an Association Manager to assist the Board in the management, operation, and administration of the Association. The Board shall ensure that the Association Manager informs and advises the Board and performs all of the duties and responsibilities necessary to comply with disclosure reporting to Members and others in the proper form and in a timely manner.

### 2.3.3 Reporting

Disclosure consists of reporting to Members and to governmental agencies on a variety of Association related issues including accounting and finance, organization, rules and policies, noncompliance, insurance, and real estate. These disclosures and reporting dates applicable to the Summerset at Brentwood III Association are listed in Appendix 2: Disclosures and Reporting Rules Compliance Checklist which shall serve as a reminder check list for the Board and Association Manager to ensure compliance.

### 2.3.4 Member Review

Members shall have the fundamental right to receive and/or have disclosure materials available for their review. In turn and once distributed and/or made available, Members shall be held accountable for reading such materials in order to be aware of Association disclosure issues. Members shall be given a reasonable period of time and opportunity to respond in the event Member action is required.

### 2.3.5 Owner Responsibility

An Owner of a lot shall be required to provide a purchaser with current copies of the Association's Governing Documents, including financial statements and reports, statement of an anticipated assessment increase or special assessment, procedure for calculation of replacement reserves, statement of assessment policy and an insurance disclosure summary. The Owner of the Real Estate or their representative, upon written request, may obtain copies of required documents.

## 2.4 ALTERNATIVE DISPUTE RESOLUTION

### 2.4.1 Procedures

California Civil Code § 5920 requires that Members annually shall be provided with a summary of Alternative Dispute Resolution ("ADR") procedures adopted by the Association. Therefore, it shall be the policy of the Association to provide such a summary as part of pro forma budget. (Bylaws 13.14)

### 2.3.2 Dispute Resolution

The ADR law requires that before a common interest development (the Association) or an individual homeowner (Owner) files a lawsuit against the other solely for declaratory relief or injunctive relief in connection with a claim for money under five thousand dollars (\$5,000.00) (other than association assessments), or for enforcing the Association's Governing Documents, the filing party "shall endeavor" to submit the dispute to ADR. The different types of ADR, which may be binding, or non-binding, include mediation, negotiation, and arbitration.

- (a) The ADR process is initiated by one party serving a "Request for Resolution" form upon the other party to the dispute. The form must include:
  - 1) a brief description of the dispute,
  - 2) the request for ADR,
  - 3) a notice that a response must be received within thirty (30) days or it will be deemed rejected, and
  - 4) a copy of Civil Code §1354. Service of the Request for Resolution form should be by personal service or small claims court procedures.

- (b) If the individual receiving the request form agrees to ADR, the ADR must be completed within ninety (90) days unless otherwise extended by the agreement. The cost of the ADR process is to be paid by the participating parties.
- (c) At the time a civil suit is begun by filing a Complaint, the filing party must also submit to the Court a Certificate of Compliance indicating that they have complied with the requirements of Civil Code §1354 or stating any excuse for not doing so. If no Certificate is filed, it may be grounds for challenging the suit. Proper excuses include:
  - 1) a party refused ADR,
  - 2) that fast injunctive relief is necessary,
  - 3) the right to bring suit will expire within one hundred twenty (120) days following the filing of the action, and
  - 4) dismissal of the suit would harm the filing party.
- (d) Civil Code §1354 also allows the Court to send a lawsuit to ADR upon agreement of the parties. The procedures and requirements of the law do not apply to the filing of Cross-Complaints. Failure by any Member of the Association to comply with the pre-filing requirements of §1354 may result in the loss of rights to sue the Association or another Member of the Association regarding enforcement of the Governing Documents.
- (e) Although the winning party may be awarded reasonable attorney's fees and costs, the Court may also consider a party's refusal to participate in ADR prior to starting the suit. Unless the two parties agree to the disclosure, evidence made, and documents prepared for the ADR process are not admissible in a later civil action.

### **3.0 COMMON AREAS**

#### **3.1 IMPROVEMENTS TO COMMON AREAS (CC&R 7.1)**

##### **3.1.1 Association Responsibility**

The Association shall be responsible for Common Area maintenance, repair, replacement, management, operation and for Common Area Improvements (and alterations), with the exception of the required individual mailbox locks and keys, which shall be the homeowner's responsibility. Expenses related to general maintenance, repair and current operations of Common Areas shall be paid from the Operating Account. Expenses related to deferred maintenance of Common Areas major components which the Association is obligated to repair, restore, replace, or maintain shall be paid from the Reserve Account. When the Board of Directors approves a new Capital Improvement, a sub account shall be established within the Reserve Account to collect and disburse funds until completion of the specific new Capital Improvement.

##### **3.1.2 Capital Improvements Definition**

A Capital Improvement shall be defined as any new improvement to Common Area Land, structure or facility, or major component addition and/or alteration of an existing facility which is greater than \$2,500 and is related to existing land, structure, or facilities, and shall be aggregated (not split) to preclude circumvention of the \$2,500 limitation.

Aggregate annual expenditures on Capital Improvement shall not exceed five percent (5%) of the Association's budgeted gross expenses for the current fiscal year unless approved by the Members as set forth in the Governing Documents. (C.C.R. 5.6(b) and Bylaws 8.2(e))

When the Board of Directors approves a new Capital Improvement, a sub account shall be established in the appropriate fund within the Association's accounting system to collect and disburse funds until completion of the specific new Capital Improvement. A sub account must then be permanently added to the reserve budget for the following year and funded unless the Capital Improvement fails outside the guidelines for a reservable capital item. (See 3.2.2)

### 3.1.3 Capital Improvements Proposal

A new Capital Improvement may be proposed to the Board of Directors by any Director, Officer of the Association, the Manager, the RAC Committee, the Architectural Committee, the Finance Committee, or by an Owner in good standing. A proposal must be in writing and shall be given initially to the Manager. The proposal shall include factual findings, expense estimates, and funding requirements. In addition to the Manager's own review, the Manager shall obtain review and recommendations from both the RAC, the Finance Committee, and Architectural Committees. The proposal shall be placed on the agenda of a regular business meeting of the Board for decision (approval, disapproval, or deferment). If approved, and as part of such approval, the Board shall specify and authorize expenditures and source of funds as set forth in the Governing Documents.

### 3.1.4 Capital Improvements Process

All Capital Improvements shall pass through phases (in sequence) which are identification, proposal, evaluation, approval, design, and construction (installation). On approval, the design phase shall include preparation of final drawings and specifications, as applicable, followed by solicitation of bids. The Board shall approve the contractor (supplier). The Manager or their designee shall oversee all stages of the work and report to the Board on progress until completion.

### 3.1.5 Capital Improvements Planning

Due to the financial impact a new Capital Improvement may have on Owner assessments, it shall be the objective of the Association to plan for Capital Improvements in advance. Therefore, before adopting the pro forma budget each year, the Board shall carefully consider such future costs to determine the adequacy and availability of funds. Adjustments to Capital Improvement Funds may be required when establishing the Regular Assessment (and Special Assessment, if applicable) for ensuing fiscal year(s).

## **3.2 MAINTENANCE TO COMMON AREAS (CC&R 7.1)**

### 3.2.1 Capital Maintenance Definition.

As noted above, the Association is obligated to "repair, restore, replace, and maintain" its capital assets in good and operable condition. To fulfill this obligation, the Association will maintain and fund a Capital Maintenance Fund (the Reserve Account). All major expenses associated with deferred maintenance, restoration, replacement, and maintenance of a capital asset which has been planned for in the Reserve Study will be paid from the Reserve Account.

### 3.2.2 Reserve Fund

Capital items covered by the Reserve Account shall be limited to those items with an expected remaining life greater than two (2) years, but less than thirty-one (31) years, a cost not less than \$2,500, and a reasonably predictable life.

### 3.2.3 Designation of Fund

When the Board is approving a maintenance expense, they must include an indication of which fund the item is to be paid from (Operating or Reserve). As a general rule, small repair expenses are paid from the Operating Fund, and large itemized and planned restoration expenses are paid from the Reserve Fund.

## **4.0 LOTS AND OWNERS' RESIDENCES**

### **4.1 USER OF RESIDENCE (CC&R 3.1)**

Each Residence shall be used for residential purposes and for uses within residences mandated by federal or state laws or permitted by local ordinances. Otherwise, no business of any kind shall be established, maintained, operated, permitted, or constructed in any portion of Summerset III. No Residence shall be permanently occupied by more than two (2) persons per bedroom. No Owner may permit or cause anything to be done or kept upon or in a Lot which might obstruct or interfere (CC&R Article 3) with the rights of other Owners, or which would be noxious, harmful, or unreasonably offensive to other Owners.

### **4.2 USE OF COMMON AREA**

All persons residing within Summerset III may enjoy the use of all facilities in the Common Area as long as they abide by the terms of the Association Governing Documents.

### **4.3 SPORTS EQUIPMENT**

No fixed sports apparatus or similar equipment shall be attached to the exterior of any residence or permanently placed on any lot. Portable or movable equipment may not remain overnight on any Lot visible from adjacent Lots or streets.

### **4.4 MAINTENANCE OF LOTS AND RESIDENCES (CC&R 7.3)**

Each Owner shall maintain and care for the Owner's Lot, including the Residence and other Improvements located thereon, in a manner consistent with the standard established by the Governing Documents and other well maintained residential areas in the vicinity of Summerset III and in compliance with the Architectural Standards.

### **4.5 ALTERATIONS TO LOTS AND RESIDENCES**

Alterations may be made to the interior of an Owner's Residence if the Alterations do not impair the structural integrity of the Residence and if the Owner complies with all laws and ordinances regarding alterations and remodeling. Any proposals for alterations to Lots or to the exteriors of Residences shall be made in accordance with the Architectural Standards (Section 6.1, below).

### **4.6 LANDSCAPING (CC&R 7.3)**

Each Owner shall maintain all landscaping located within the Owner's Lot in a manner consistent with the standards of design and quality as originally established and, in a condition, comparable to that of other well-maintained residential areas in the vicinity of Summerset III.

### **4.7 RIGHT OF MAINTENANCE AND ENTRY BY THE ASSOCIATION (CC&R 2.3 & 2.4)**

If an Owner fails to perform maintenance and /or repair which that Owner is obligated to perform and if the Association determines after a 24-hour Notice and Hearing given, pursuant to the provisions of the Bylaws, that such maintenance and /or repair is necessary to preserve the attractiveness, quality, nature and/or value of Summerset III, the Association may cause such maintenance and/or repair to be performed. The costs of such maintenance and/or repair shall be charged to the Owner of the Lot as a Reimbursement Assessment. In order to effectuate the provisions of this Rule, the Association may enter any Lot whenever any entry is necessary in connection with the performance of any maintenance or construction which the Association is authorized to undertake. Entry within a Lot shall be made with as little inconvenience to an Owner

as practicable and only after reasonable advance written notice of not less than forty-eight (48) hours except in emergency situations.

#### **4.8 DAMAGES OR DESTRUCTION TO RESIDENCES OR LOTS (CC&R ARTICLE 8)**

If all or any portion of a Lot or Residence is damaged by fire or other casualty the Owner shall either

- (i) restore the damaged improvement or
- (ii) remove all damaged improvements, including the foundations, and leave the Lot in a clean and safe condition.

The Owner must commence such work within one hundred twenty (120) days after the damage occurs and complete the work within one year thereafter unless the Board extends the time.

### **5.0 ACCOUNTING AND FINANCE**

#### **5.1 FINANCIAL MANAGEMENT AND PRACTICES**

##### **5.1.1 Policy**

It shall be Association policy when accounting and financial activities are performed, to:

- (a) comply with the laws and regulations of the United States of America and the State of California
- (b) comply with the Association's Governing Documents
- (c) use generally accepted accounting procedures, principles, and practices (Bylaws 13.5)
- (d) collect, invest, and disburse funds efficiently and prudently
- (e) retain sufficient funds to meet the Association's obligations

##### **5.1.2 Investment of Funds.**

The Board of Directors shall adopt the policy that preservation of principal shall be the primary objective which shall take precedence over a higher rate of return if such is at greater risk. The Board shall authorize the Manager to open and maintain checking and savings accounts in local banks and other financial institutions which the Manager and Treasurer determine are financially sound. Accounts shall be invested in money market accounts, certificates of deposit, and governmental securities, among others. The total amount in any one institution shall not exceed the insured amount for that institution.

##### **5.1.3 The Annual Budget.**

The Board shall ensure the Manager, Treasurer, and the Financial Advisory Committee working together, prepare a pro forma annual operating budget to serve as the vehicle to monitor and control revenues and expenses for each fiscal year beginning January 1. The budget shall be based on actual experience of revenues and expenses from the prior year and educated estimates for each account for the new fiscal year. After the Board adopts the budget, a "budget package" shall be issued to each Owner not less than 30 days or more than 90 days prior to the beginning of the fiscal year and will contain those items listed in the Bylaws, Section 13.

##### **5.1.4 Assessments and Other Revenues.**

The obligation to pay assessments shall run with the Residence/Lot. At time of budget approval, the Board shall determine the amount of the annual Regular Assessment, and any Special Assessment for the fiscal year which shall be allocated equally among the Lots. Although a "lockbox" service

with a bank may be used to collect assessments, all revenues when received by the Association shall be deposited directly into Association accounts with a responsible institution (and not commingled with any other outside accounts). (Bylaws 8.1 (s) and (t))(CC&Rs Article 5).

#### 5.1.5 Accounts and Disbursements.

Regular and Special Assessments shall be clearly marked by the Manager for deposit into either the Operating Account or Reserve Account (Bylaws 13.1). Other revenues may be deposited into other accounts maintained by the Association (Bylaws 13.3). The Association may disburse funds from the Reserve Account only for items in the Reserve Study (Civ. Code §5510). All other expenses shall be paid from the Operating Account or other accounts. All checks, drafts, notes, or other evidence of indebtedness issued in the name of or payable by the Association shall be signed or endorsed by any one (1) or two (2) officers of the Association, further specified in the Board's Financial Policies and Procedures. All checks written on the reserve account must be signed or endorsed by any two (2) officers of the Association.

#### 5.1.6 Procurement.

The principle of "competitive bidding" shall apply to initial procurement, and subsequent renewal for the supply of goods and services. Contracts shall cover a period of not more than three years except as otherwise provided in Bylaws 8.2(d). Contracts for Capital Improvements also shall be in accordance with Rule 3.1, Improvements to Common Area.

#### 5.1.7 Financial Records.

The Board shall ensure maintenance of a complete, current, and accurate set of accounting books and records covering the Association's financial affairs including a general ledger and subsidiary journals in order to prepare statements for all accounts at the close of each month (Bylaws 13.10).

#### 5.1.8 Board Responsibility.

The Board shall be aware of its responsibility under Bylaws Article 13 to:

- (a) review the financial statements at regular Board business meetings
- (b) arrange for an annual report for each year ending December 31 by an independent firm licensed by the California State Board of Accountancy
- (c) and, at least once every three years conduct a reasonably competent and diligent visual inspection of major Common Area components and cause a study to be prepared to ensure funds are in place to cover reserve liabilities.

## **5.2 ASSESSMENT COLLECTION AND DELINQUENCY POLICY**

### 5.2.1 Assessment Policy

In accordance with Article 5 of the CC&Rs, monthly installments of the annual assessments levied by the Association pursuant to the Declaration shall be collected in twelve equal installments due and payable on the first day of every month and shall be delinquent 15 days thereafter if not paid in full. If an assessment is delinquent, the Association shall be entitled to recover the following sums from the responsible owner(s):

- (a) The amount of all assessment installments then delinquent and which become delinquent during the collection process.
- (b) Reasonable costs incurred by the Association in collecting the delinquent assessment installments. In order to assure equitable and uniform treatment of all Association members,

the Board of Directors hereby determines that reasonable costs of collection shall include, without limitation:

- 1) Any reasonable costs incurred by the Association in contracting with a third party such as a management company, accounting firm, or collection agency for collection services.
  - 2) Reasonable attorney's fees if, in the discretion of the Board of Directors, an attorney is retained to assist the Association in the collection of any delinquent assessment installment; and
  - 3) The actual costs incurred by the Association in connection with any court action initiated to collect delinquent assessment installments.
- (c) A late charge not exceeding 10% of the delinquent assessment installment or \$10.00, whichever is greater.
- (d) Interest on all sums specified above; including the delinquent assessment installments; reasonable costs of collection; late charges at the rate of 12% per annum, said interest to commence 30 days after the installment becomes due and to continue on any unpaid sums until payment is received in full (Civ. Code §5650).

#### 5.2.2 Enforcement

The Association shall be entitled to administer and enforce this Assessment Collection Policy either directly or through utilization of the services of a property management company, collection agency, accounting firm, and/or attorney firm.

#### 5.2.3 Collection Costs

The Association's Board shall be further authorized and empowered to apply the Association's collection costs and any late charges recovered from delinquent owners to the satisfaction of fees incurred with third party contractors retained to assist in the collection process.

#### 5.2.4 Notice of Default

If the delinquent assessment installment or installments together with any late charges, interest and costs incurred is not paid in full within 30 days from the due date, a written notice of default and demand for payment shall be mailed to the delinquent owner(s) advising them of the intent of the Association to record a "Notice of Delinquent Assessment." (CC&R 5.11(a)).

#### 5.2.5 Lien

If payment in full is not received within 30 days of receipt of the written notice of default and demand for payment, a "Notice of Delinquent Assessment" may be recorded with the Contra Costa County Recorder's Office establishing a lien on the owner's interest for the unpaid delinquent assessment(s) together with late charges, interest and costs incurred for collection including attorney fees, mailing costs, lien preparation and filing costs. (CC&R 5.11(b))

#### 5.2.6 Foreclosure

Association may initiate a judicial or non-judicial foreclosure of the lien or bring legal action against the owner personally obligated to pay the delinquent assessment installments without foreclosure or waiver of the lien and/or securing the same.

#### 5.2.7 Partial Payments

As a general rule, from and after the time that this Association commences enforcement proceedings to prepare and record the "Notice of Delinquent Assessment", partial payments will not be accepted and all amounts due to this Association, including without limitation current

assessments due and preparatory enforcement fees and costs must be paid to avoid further enforcement action. Notwithstanding the foregoing, acceptance of partial payments by or on behalf of this Association, whether inadvertently or intentionally, shall not constitute a waiver by this Association of its enforcement remedies and such remedies may proceed as to any remaining balance due to this Association.

#### 5.2.8 Order of Payment Application

All payments will be applied to an owner's account first to the principal sum owed then in descending order, to interest, late charges, collection expenses unless a payment agreement and forbearance agreement is executed between the Association and the Owner.

#### 5.2.9 Revision of Policy

The Board of Directors of this Association (the "Board") may from time to time revise this policy, either generally or on a case-by-case basis, where the Board determines that such action would be in the best interests of this Association; provided, however, that no such revisions shall increase the amount of late charges or shorten the time periods for actions specified above unless such revision shall be applied generally to all units/lots governed by this Association and advance notice thereof is given to the members of this Association.

#### 5.2.10 Special Assessments

This Assessment Collection Policy shall also apply to the collection of any and all special assessments approved by the Board or the membership.

## 6.0 ARCHITECTURAL STANDARDS

### 6.1 ARCHITECTURAL STANDARDS SUMMARY

#### 6.1.1 Policy Overview

It is the objective of the Homeowners Association to guide and oversee Owner Improvements to a Lot or residence in a consistent manner for the mutual benefit of all Owners. In addition to the architectural issues outlined in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs), Owners shall be subject to architectural standards and restrictions outlined in the Association Rules which supplement the CC&Rs.

- (a) The Architectural Review Committee, also referred to as the ARC, has the first level of responsibility for the review of all architectural applications.
- (b) Failure to comply shall cause an issuance of a Notice of Non-Compliance and may result in a fine as stated in the Association Rules.
- (c) It is the Owner's sole responsibility to be in compliance with governmental laws, regulations, and ordinances including building permits, codes and standards, safety requirements, inspections, and approvals.
- (d) If the Owner hires a contractor to complete work on the property, that contractor must be licensed and insured.
- (e) Capital Improvements to the Common Areas may be made only by the Association as set forth in the CC&Rs (7.1, Rule 3.1)

#### 6.1.2 Definition of Improvements.

The term "improvements" means everything constructed, installed, or planted on a Lot subject to the CC&Rs. This includes, without limitation, buildings, fences, walls, spas, water features, paving,

pipes, wires, grading, landscaping, hardscaping, and any other work determined by the Association to be an Owner modification.

- (a) Major changes to front, rear, and side yards, including deletion or addition of turf areas, trees, rock, cement, stonework, structures, or Improvements requiring electricity (i.e., lamp posts, spotlights, vapor lamps, etc.) must be submitted for review and approval by the ARC.
- (b) Minor changes to yards including planting of flowers, rose bushes, plants, or shrubs, or replacement of existing shrubs or plants, do not require the approval of the ARC.
- (c) It shall be standard practice when an Owner applies for a significant project, e.g., solar, artificial grass, etc. that the Owner will obtain written confirmation from the contractor that the project will be in full compliance with the Rules before the ARC will approve the application. The completed project will be inspected by the ARC for compliance with the Rules.

#### 6.1.3 Resident and Landscape Standards

The Resident Owner(s) must adhere to the Standards set forth here or face fines, penalties, and/or removal of the Improvements which have been done in violation of these Standards, at the Owner's Expense. If compliance is not met, a Notice of Non-Compliance will be issued stating removal is required and/or fines are to be assessed. These Standards are described in Rule 6.2.

#### 6.1.4 Application for Improvements

The Home Improvement Request Application package is included in Appendix 10 as a guide to the process. Application Forms are available at the Summerset Clubhouse on the wall next to the Activity Director's Office. They are also available online at the Summerset at Brentwood III website (<http://www.summerset3.com>).

#### 6.1.5 Architectural Committee.

(a) The Architectural Review Committee reviews the proposed applications using the Standards and Restrictions set forth in the CC&Rs and the Association Rules. The ARC arrives at one of the following decisions by a majority vote:

- (A) Approved.
- (N) Not Approved. The reason(s) will be provided by the ARC.
- (C) Conditionally Approved. The condition(s) will be provided by the ARC.
- (D) Deferred. Additional information is required.

(b) The Owner must comply with the procedural timelines in the Application. The ARC is not responsible for determining whether plans, specifications, or work comply with governmental or industry laws, codes, ordinances, or regulations. It is the Homeowner's responsibility to ensure compliance.

#### 6.1.6 Work Completion and Inspection.

- (a) After ARC approval, the Owner must comply with the Rules regarding dates of approval and completion of the work unless ARC grants an extension.
- (b) The ARC may review and inspect Improvements, as necessary. Advance notice will be given to the Owner prior to entering the property for inspection.

#### 6.1.7 Improvements Started/Completed Without Prior Approval

No Improvement can begin without prior approval of the ARC.

- (a) If any Improvement that has been completed without prior ARC approval and is later discovered, the Owner will be required to submit an application for approval of that Improvement. The application will be evaluated by the ARC for compliance and approval may be granted retroactively.
- (b) The ARC may require the Owner to make changes to achieve compliance prior to approval.
- (c) If the ARC does not approve the Improvement, and if the Improvement is not brought into compliance, the ARC may require that the Improvement be removed at the Owner's expense.

#### 6.1.8 General Liability Statement

In the event any improvement or circumstance is not defined or adequately covered in the Governing Documents, it will become a matter of judgment on the part of the ARC, the Board of Directors, and/or the Management Company. The ARC, the Board, the Management Company, past or present Board members, acting in good faith, shall not be liable to any Owner or Contractor for damages, loss, or prejudice suffered or claimed as the result of approval or disapproval of any proposed Improvement, performance of the work completed, or whether the contents of the Governing Documents are correct.

#### 6.1.9 Appeal Process

An owner may appeal a "not approved" application by using the Architectural Home Improvement Appeal Request Form and procedures. See the Appendix 16: Home Improvement Appeal Request Form.

## 6.2 RESIDENCE AND LANDSCAPE STANDARDS

### 6.2.1 Drawings and Specifications

For all additions and modifications to a Residence, or extensive landscaping and hardscaping construction, the work shall be based on plans and drawings to scale and specifications acceptable to the ARC. The plans and drawings shall be included with the applications. The plot plan shall show contours, natural features, setbacks, drainage, driveway, and house locations.

- (a) Owner-prepared drawings will be acceptable on all major and minor improvements provided all necessary information is in sufficient detail and includes dimensions.
- (b) Professional blueprints may be required for extensive projects or when Owner drawings are not adequate.
- (c) Improvements to a Residence's yard are allowed if they meet the Architectural Rules defined herein.

### 6.2.2 Building Type

Each residence shall retain the characteristics of the Builder's original exterior design, consistent with the community standards, and shall retain not less than the minimum number of square feet originally constructed exclusive of porches and patios. All Residences shall remain single story and shall not exceed the height as originally constructed.

### 6.2.3 Setbacks

No structure can be constructed or installed within the setbacks prescribed by the City of Brentwood.

#### 6.2.4 Garages

Each Residence shall retain the number of enclosed garage spaces as the Builder originally designed and constructed for parking personal transportation vehicles.

#### 6.2.5 Exterior Building - Hardscaping, and Roof Materials

Additions or modifications to the Residence shall have the same characteristics and appearances as the original Residence with regard to stucco, trim, stone or brick, driveways, porches, walks and concrete roof tiles as initially built by the Builder.

- (a) Any solar tubes, skylights, roof vented attic fans, or other items that penetrate or attach to a roof shall have housings, covers, and flanges that either match the roof tiles as supplied by the manufacturer or shall be painted to match the roof tiles. ARC approval is required to install such items on a roof.
- (b) ARC applications shall be required for any proposed changes in color, texture, and/or material to any hardscape.

#### 6.2.6 Exterior Colors and Textures

Any changes to original exterior paint colors or textures, including stucco walls, concrete roof tiles, wood trim, stone masonry, shutters, front door, porches, garage doors, courtyards, patios, etc. shall be submitted to the ARC for review.

- (a) Repainting with original colors is not required if the paint is the same in color, hue, intensity, tone, and shade.
- (b) Touch-up painting does not require approval.
- (c) Exterior paint colors shall be in harmony with the community in general and specifically with those homes located on both sides and directly and diagonally across the street from the house to be painted.
- (d) Consideration will be given to the roof color and any brick or stone trim used on the house itself.
- (e) A set of pre-selected color schemes appropriate for the different models and related elevations with reference to colors from a leading paint manufacturer may be used by Owners to make a selection for quick approval by the ARC. The pre-selected color schemes may be periodically updated as color fashion changes, but all previous pre-selected color schemes will remain available to Owners in the future. All major paint manufacturers can color match those identified in the pre-selected color schemes.
- (f) The paint colors must be uniform on all surfaces of all perimeter masonry walls whether bordering Common Areas maintained by the Association or private property maintained by the Lot Owner. Owners may contact the ARC and/or the Activities Director to obtain the required color information for perimeter masonry walls.

#### 6.2.7 Driveways and Walks

- (a) Driveways, sidewalks, curbs and the concrete apron between the curb and the asphalt shall be repaired only with concrete.
- (b) Entry walks can be replaced with concrete, pavers, or tile.
- (c) Side walkways shall allow steppingstones, pavers, stone, and crushed stone or small rocks along house and in landscape designs.

- (d) Driveways, entry walks, and street sidewalks shall be kept clear of ornamental or garden objects which would interfere with the accessibility of vehicles or persons.

#### 6.2.8 Courtyard Gates

Gates in the front of courtyards shall be wrought iron or other metal and must be painted black.

#### 6.2.9 Fences

If an Owner plans to have a fence, the Owner must notify the affected neighbors of the plan.

- (a) The only fence material shall be black wrought iron or other metal (black in color) approved by the ARC.
- (b) No aluminum fences will be allowed on Lots adjacent to the Golf Course, as they tend to dent and bend.
- (c) Fencing shall follow the Builders original design of vertical pickets finished with fleur-de-lis finial or spear-pointed finials on each picket or every other picket.
- (d) Porch railings shall be finished with a flat top rail or plain square ends and must be black.
- (e) Fence height shall not be less than four feet (4') from the ground level, nor exceed five feet (5') from ground level.
- (f) Porch railings shall have a height of three feet (3').

##### 6.2.9.1 Placement of Fences

- (a) Backyard fencing on the property line is allowed.
- (b) Backyard fencing for Residences that border a street (corner or irregularly shaped Lots) may extend toward the street but be no closer than two feet (2') from the curb or sidewalk.
- (c) Side yard fencing shall be allowed from the garage main side door to the rear property line.
- (d) Side yard fencing between two Residences to the garage main side door shall not be allowed if the space between the Residences is so narrow that it impedes the sidewalk or walkway of either of the Owners.
- (e) Side yard fencing on the non-garage side of the house may extend to within five (5) feet of the front wall of the house but must not impede the sidewalk or walkway of either house. However, the Owner of a model having the entry door on the side of the house may bring the side yard fencing to within three feet (3') of the entry door.
- (f) If you plan to keep a dog in your yard, please familiarize yourself with Association Rule 7.3 Animal Ownership and Control. It is recommended that Residents with dogs install fencing around their yards. Side yard fencing to the garage main side door is not to be installed as a dog run, but rather as a convenience, which allows Owners to bring the dog into the house during inclement weather. Be sensitive to the fact that your neighbor may not share your appreciation of animals.
- (g) Any deviation from the "Five- or Three-Foot Rules" described above must be specifically requested in writing. The reason for the request must be included.

- (h) See CC&Rs 2.4 for information regarding the maintenance of party fences, fences separating the Common Area and Lots, and CC&Rs 7.5 for information regarding fences adjacent to the Golf Course.

#### 6.2.9.2 Garbage Enclosure

If wrought iron or other metal fencing is installed in place of the originally designed installation in the garbage can and air conditioner enclosure, the Owner can, but is not required, use diffusing black screening behind the wrought iron fence in the same areas as the existing lath fencing.

- (a) The screening shall be either flattened, expanded metal with a maximum of three-fourths inch (3/4") openings or perforated steel sheet with one-sixteenth inch (1/16") to one eighth inch (1/8") round openings.
- (b) The open area of the material should be approximately fifty percent (50%) of the area.
- (c) Materials for the garage side trash enclosures may be black wrought iron, black steel, as described above, wooden lattice as originally installed by the Builder, or heavy gauge vinyl lattice. Any openings in lattice materials shall be not larger than two inches by two inches (2"x2").

#### 6.2.9.3 Height

- (a) Fences shall not be lower than four feet (4') not shall they exceed five feet (5') from the ground level.
- (b) Porch railings must not exceed a height of three feet (3') above ground level.

#### 6.2.9.4 Maintenance

Information regarding the maintenance of party fences separating Common Areas and Lots and Golf Course and Lots is in the CC&Rs.

#### 6.2.10 Refuse and Site Maintenance

The Lot shall be kept clean and orderly during construction activities. Trash and waste materials shall be kept in containers and periodically removed from the site. If the site is not maintained to Association Standards, the Association reserves the right to remove the refuse materials and charge the Owner for the removal expenses.

#### 6.2.11 Dirt Removal.

There shall be no operation of grading equipment, earthmoving, or transportation of dirt during times when it will be bothersome to other Residents, such as before 8 am and after 6 pm. Excess dirt shall not be left piled on the Lot but shall be removed from the site as soon as possible. Dirt and mud in the street shall be removed by 6 pm each day. Landscape materials shall be removed within 24 hours.

#### 6.2.12 Drainage.

No owner shall impede, alter, or otherwise interfere with the drainage patterns of a Lot or adjacent Lots which changes the original slope and specifications designed to prevent water moving across a Lot to another Lot or Common Area. Surface water and water from the roof shall flow into the system of underground pipes to the street.

#### 6.2.13 Exterior Wiring, Lighting, and Piping

No lines, cables, or other devices for transmission of electric current and power or piping for water lines shall be placed or maintained anywhere in or on a Lot unless contained in underground

conduits, cables or piping concealed in, and/or under approved structures. Excluded from this limitation are temporary arrangements made during construction.

- (a) Lights of either mercury vapor or sodium vapor are not allowed.
- (b) Landscaping and driveway lights of low height and low intensity are allowed, provided they are not placed in an area that would create a nuisance or hazard.
- (c) Lighted house number signs shall be as originally installed by the Builder and maintained in operable condition in the original location.
- (d) See also Rule 7.1.6.

#### 6.2.14 Landscape Structures.

Front yard ornaments including statuary and fountains shall be placed in an attractive manner and in a location at least five feet (5') inside the property line.

- (a) The number of yard ornaments shall be limited to ten (10) except for exterior holiday decorations and lights. Ornaments shall be well-maintained and in harmony with the exterior design of the home.
- (b) No illuminated or reflective address numbers shall be adhered to garage doors.
- (c) Approval is required before the construction or installation of the following structures, regardless of the material used.
  - 1. Retaining wall of any height
  - 2. Patios, decks, railings, upright posts over three feet (3') tall
  - 3. Patio cover, arbor, trellis, privacy screen
  - 4. Spas – above or in-ground
  - 5. Fountains, landscape pools, ponds
  - 6. Walkways and driveway additions (widening)
  - 7. Flagpoles and flags

##### 6.2.14.1 Flagpoles

Owners and their tenants have the right to display a flag on the Owner's Lot, subject to the following:

- 1. Restricted to one (1) in-ground flagpole per Residence.
- 2. The flagpole should be white or aluminum in color.
- 3. Set back from all property lines by five feet (5') minimum.
- 4. Flagpoles may be one-piece or telescoped and shall not exceed a height of twenty feet (20') and may not exceed the maximum limits set by local standards.
- 5. Flagpoles should be freestanding and placed in the ground with proper footing for the size of the pole.
- 6. An Owner must hire a professional installer to perform and warranty the work.

7. The flagpole lowered to a horizontal position should remain within the Owner's property boundaries.

#### 6.2.14.2 Flags.

Owners may attach two (2) flag mounts to the face of the residential structure (not eaves), secured to a stud, without approval of the ARC.

1. Only one (1) United States flag and one (1) non-commercial or non-political flag or banner may be displayed from a structure-mounted flagpole.
2. Only the following flags may be flown from any residential flagpole:
  - a. Flag of the United States, in good condition, including commemorative, vintage, or historical flags,
  - b. MIA (missing in action)
  - c. Flag of the State of California
1. Flags should be limited in size to a maximum of three feet by five feet (3' x 5'), or fifteen square feet (15 ft<sup>2</sup>) and maintained in a proper manner.
2. Flags must be made of fabric, cloth, or paper.
3. A United States flag should not be displayed during inclement weather nor upside down.
4. A United States flag may be flown at half-staff for federal, state or Association recognized memorials.
5. A United States flag must be flown in compliance with federal law.
6. Display of commercial flags, signs, or banners is prohibited.

#### 6.2.15 Street Trees

Street trees are those originally planted by the Builder in the Residence front yard as required by the City of Brentwood, generally one (1) tree per front yard and two (2) trees on corner Lots. In recognition of the fact that an Owner may prefer a different street tree, or a tree may become diseased or die, the ARC, in accordance with the City of Brentwood, permits removal and replacement of a street tree.

- (a) The replacement front yard tree, approved on a case-by-case basis, shall be planted in about the same location as the tree that was removed, taking care to restore the surrounding area to previous landscaped condition. The ARC can approve a variance to the location or refer the matter to the Board of Directors for approval if no replacement tree is requested by the Resident.
- (b) Replacement trees shall be planted within thirty (30) days of receipt of written approval from ARC. This time frame can be longer if there are reasons that the tree cannot be planted within the thirty (30) day timeframe; for example, the tree is not available, or the ground needs to be treated.
- (c) While replacement trees can be more Owner friendly and attractive, be of a smaller size, have a deeper root system, or be more resistant to disease and insects, periodic maintenance is still required.
- (d) A list of suggested trees has been developed. See Appendix 17: Tree List.

- (e) Replacement trees shall be 15-gallon or larger in size. All costs that relate to removal, disposal and replacement of trees is at the Owner's expense.

#### 6.2.16 Tree Maintenance

6.2.16.1 Normal and routine maintenance of trees is the responsibility of the Owner. This includes:

1. Pruning branches for streetlights, street sign, driveway, sidewalk, and house number clearance.
2. Pruning the bottom of any tree canopy within ten feet (10') of the curb corner as the tree develops to keep the bottom of the tree canopy at least fifteen feet (15') above the ground for clear-line-of-sight for pedestrians and vehicles or garbage truck clearance.
3. Pruning trees away from roof lines, so as not to impede the proper drainage of roof gutters.
4. Cutting and removal of all invasive roots.
5. Removing fallen leaves.
6. Controlling disease and insects.
7. Fertilizing.
8. Removing stakes once the tree roots are firmly established in the soil.

6.2.16.2 Anyone climbing into trees to perform any type of activity does so at their own risk. The Association shall be held harmless, defended, and indemnified by the Owner in the event of injury to self or others or damage to any real or personal property.

#### 6.2.17 Front Yard Lawn

All front yard landscaping shall include a grass/artificial grass lawn or drought-resistant greenery (Plants or drought-resistant grass).

- (a) The landscaping must comprise a minimum of twenty-five percent (25%) actual greenery of the total front yard dirt area of a Lot's landscaping.
- (b) If an Owner installs a drought-tolerant landscape, twenty-five percent (25%) of the area must retain greenery coverage. This composition considers the area as that measured from the curb to the closest part of the Residence, excluding the driveway, front walk, and sidewalk.
- (c) Any installation of artificial grass or greenery requires prior approval of the ARC. The "Guidelines for Artificial Grass" has been adopted by the Board of Directors and made available to Owners. They may also be found in the Clubhouse or online at [www.summerset3.com](http://www.summerset3.com).

#### 6.2.18 Landscape Maintenance

Lots must be maintained consistent with design Standards established by the Builder.

- (a) Landscaping must be maintained in a neat and orderly condition. Weeds, diseased or dead shrubs, plants and trees shall be promptly removed. Lawns shall be watered, mowed, and fertilized, as needed.

- (b) Shrubs, rose bushes, or ground cover planted along property boundaries and within eight feet (8) of the curb shall be easily maintained at a mature height that does not exceed thirty inches (30”).
- (c) Grass, flowers, or shrubs should not overhang any sidewalk or curb bordering an Owner’s property.
- (d) Side yard hedges must be maintained at a height not to exceed seven feet (7’) and shall not extend beyond the front corner of the house.
- (e) The part of a lawn, shrubs or other vegetation planted on an Owner’s Lot is their responsibility to maintain, trim and/or remove. A “Good Neighbor” policy is best for handling these situations. The ARC and/or Board do not get involved with neighbor disputes.
- (f) Bark, edging, stones, brick, or other barriers are acceptable means to control lawn encroachment.

#### 6.2.19 Tree and Plant Materials

Any plant materials such as annuals, perennials, bushes, shrubs, and trees that are noxious, poisonous, root invasive, harmful and/or hazardous shall not be used in landscaping on any Lot. Any plant material that unreasonably blocks or obscures views from any part of the community must be pruned or removed.

#### 6.2.20 Low Water-Use Plants

- (a) The Association may not prohibit the use of low water-use plants as a group or as a replacement of existing turf.
- (b) The Association shall not impose a fine or an assessment against an Owner of a Residence for reducing or eliminating the watering of vegetation or lawns during any period for which either,
  1. The Governor has declared a State of Emergency due to drought pursuant to Government Code §8558 (b), or any superseding statute.
  2. A local government has declared a local emergency due to drought pursuant to Government Code §8558 (c), or any superseding statute.
- (c) An Owner of a Residence upon which water-efficient landscaping measures have been installed in response to a declaration of a State of Emergency described above shall not be required to reverse or remove the water-efficient landscaping measures upon the conclusion of the State of Emergency.

#### 6.2.21 Storage and Garden Sheds, Dog Houses

Storage containers, garden sheds, doghouses, or any similar structure (constructed or prefab) which is in view of the street, adjacent Lot, Common Area, or Golf Course is prohibited.

- (a) Storage containers/sheds must not exceed eight feet (8’) in length, four feet (4’) in height and three feet (3’) in depth. The unit must be installed on the side of the house that has the trash enclosure. It must be located against the house and in the space between the end of the trash enclosure and the back corner of the house.
- (b) No unit may be installed in such a manner that it impedes or blocks egress from any window or door.

- (c) The unit must be of a color and style that is compatible with the house exterior. Samples of the proposed color shall be submitted to the ARC for approval.
- (d) The unit must be fabricated from materials that are suitable for the environment it will experience. It must be waterproof and mounted on a concrete slab, or concrete or brick tiles. Decorative plants may be planted at each end of the unit to help camouflage it.
- (e) Drainage patterns shall not be altered.

#### 6.2.22 Utility Connections

Connections for all utilities, including water, electricity, telephone, and cable must run underground from their connecting points to the building structure in a manner acceptable to the ARC and applicable utility authority. Solar installation is exempt. See Solar Guidelines for more information.

#### 6.2.23 Antennae and Satellite Dishes

The Association encourages all Owners to comply with the following policy for Antennae and/or Satellite dishes:

- (a) Subject to the requirements of Civil Code §4725 and the Federal Telecommunications Act, as it may be amended from time to time, installation and maintenance of television or video antenna or satellite dishes over one meter (1) in diameter visible from any Common Area or public street must be submitted to the ARC for approval. Satellite dishes less than one meter in diameter do not need approval of the ARC if they meet the following guidelines:
  1. They are not mounted on the roof or chimney of the Residence. (Mount to the side of the roof)
  2. They are located at the rear or side of the Residence (except corner Lots) in the least conspicuous location visible from the Common Area or public streets.
  3. All wiring should be attached under the eaves when possible and should be painted to match the exterior of the Residence.

#### 6.2.24 Freestanding Privacy Screens/Trellises

6.2.24.1 Located in the Side Yard. A free-standing privacy screen, between two Residences, is the only side yard structure allowed. The privacy screen:

- (a) Must be at least two feet (2') away from the side property line, parallel to the Residence and no farther than four feet (4') from the Resident wall. Verify the drainpipe location to prevent damage to the drainage system.
- (b) Must not exceed the width of the window to be screened plus up to eighteen inches (18") overlap on each side of the window to be screened. The same Rule applies to a contiguous set of windows – the privacy screen cannot exceed the windows plus eighteen inches (18") on each side.
- (c) The vertical screen height (top of the screen) must not be more than six feet (6') above the floor elevation of the Residence.
- (d) Applies only to window(s) in one (1) room on each side of the house which may be screened.
- (e) Must be constructed in open style with at least fifty percent (50%) open area, viewed from one or more horizontal directions, using lattice, vertical slats, or posts of

appropriate material. Privacy screens may be enhanced by vegetation. Plants must comply with the Landscape Rules.

6.2.24.2 **Located in the Back Yard.** Free-standing privacy screens may be permitted along the side of a concrete patio if deemed necessary for privacy. This is determined on a case-by-case basis.

- (a) There are width and height restrictions.
- (b) All plans will be submitted to the ARC for approval.

6.2.24.3 **Located in the Front Yard.** Privacy screens are not permitted in the Front Yard.

6.2.24.4 **On Lots adjacent to the Golf Course.**

- (a) Special screens may be erected for safety purposes. They must be transparent solid acrylic plastic, shatterproof glass panels, or golf ball netting in black or beige.
- (b) The length and height of the safety screen or netting will be determined by safety requirements as necessary to protect the Owner and/or Residence.
- (c) The color of the frame must be white or shall match the Residence main body color, trim color, or patio cover color.

## 6.2.25 **Patio Covers, Attached Privacy Screens and Shades**

### 6.2.25.1 **Patio Covers**

- (a) Patio covers are allowed only over back yard patios
- (b) Any part of an open trellis-type cover must be no closer than five feet (5') to the rear property line. If the trellis is a solid cover, it must be no closer than seven feet (7') to the rear property line.
- (c) The cover must not exceed the total width of the Residence and must not be higher than the level of the Residence rain gutters or contour of the roofline.
- (d) All covers, either open or solid, must be compatible with the architecture and roof pitch.
- (e) The color must be white or match the main body color or primary trim color of the Residence.
- (f) Solid covers must have a minimum downward pitch of one inch (1") for each ten feet (10') and shall have an appropriate number of gutters and downspouts that are connected to the subsurface drainpipe system.
- (g) No enclosed patio structures are permitted.
- (h) The construction of a patio cover requires a building permit from the City of Brentwood Building Division.

### 6.2.25.2 **Privacy Screens and Shades**

- (a) No patio screen or shades of any type will be allowed on a covered front porch.
- (b) **Backyard Covered Patio Privacy Screens and Shades**
  - 1. Patio privacy screens and shades are allowed only when attached to the privacy structure. These screens and shades may be either rigid or movable.

2. Rigid, fixed screens will be constructed in an open style with at least fifty percent (50%) open area. They will use lattice or vertical slats of appropriate material. The screen height will not exceed six feet (6') from the patio surface. The screens may be enhanced by vegetation that complies with Landscape Rules.
3. Covered patio movable drop privacy screens and shades may be of the manual or power-driven type and must be made of sun-rated fabrics.
4. No patio privacy screen or shade may totally enclose a backyard covered patio. The combined horizontal length of all patio privacy screens and shades will not enclose more than fifty percent (50%) of the patio's perimeter, except for the case defined in 6.2.25.2 (b) 5. The perimeter measurement will only include the three (3) open sides of the patio. It does not include the side of patio connected to the Residence.
5. In the case where a covered patio opening between the columns of the cover or between a column of the cover and the house is wider than fifty percent (50%) of the covered patio overhang perimeter, the screen or shade may be of that width; but no other screens or shades may be used in the other openings.
6. Patio privacy screens will be white or will match the Residence main body color, trim color, or patio cover color.
7. Temporary screens are not permitted.

#### 6.2.26 Exterior Window Coverings

Awnings and fabric-type shades of a single solid color, compatible with the main body color of the Residence and attached to the Residence, are allowed. Allowable awning/shade projection is four feet (4') for the front and rear yards and for the side yard of the street side of a corner Lot. Projection of two feet (2') is allowed for interior side lot-line side yards.

#### 6.2.27 Solar Control Window Coverings

- (a) Except for garage door windows, woven wire or fiberglass screen used for solar control may be used if mounted in the same manner as the Builder-provided bug screens.
- (b) They must be black or neutral in color.
- (c) Reflective (e.g., foil or solar film) coverings are not permitted.

#### 6.2.28 Rocks

The size and color of rocks used to change or improve the exterior landscape, or hardscape must be in harmony with the surrounding environmental structures, landscape, and hardscape.

#### 6.2.29 Screen and Security Screen Doors

- (a) A disappearing screen door (Phantom or Reel Screen style), full view storm/screen door, or a security screen door may be added to any home exterior standard-size door opening such as a front door, back door, or side garage door.
- (b) If an Owner wishes to use a full-view storm/screen door or a security screen door, they must supply the ARC with the following information:
  1. Brochures that include pictures of the full-view storm/screen door or security screen door,
  2. Details of its construction and its color.

- (c) The color of the security screen door or the full-view storm/screen door must be in harmony with the color of the door behind it and the color of the house.
- (d) The ARC will determine, on a case-by-case basis, if the security screen door or the full-view storm/screen door is approved or not approved.

### 6.2.30 Solar Energy Systems

6.2.30.1 The California Solar Rights Act permits Associations to exercise reasonable restrictions on the installation of solar energy systems but places limits on how much financial impact those restrictions can have on the installed cost of a system. Association Rules cannot cause the system cost to rise by more than twenty percent (20%). The Legislative Council's Digest of California AB 1407 is an excellent resource.

- (a) Solar panels for generation of electricity and/or hot water must be positioned facing the sun (a south-facing roof surface is preferred) to achieve a reasonably efficient system. This means that some solar system installations would be on the side of the home facing the street. Such requests will not be rejected.
- (b) Requests for solar system installations will be handled in the same manner as any other architectural request and cannot be unreasonably delayed or denied.
- (c) A permit from the City of Brentwood must be obtained. It is normally obtained by the installation contractor. Building permits require that the contractor furnish drawings for the project. A complete Solar Home Improvement Request Application, located in the Clubhouse, must include an installation drawing that shows the location of the panels, the inverter, and the routing of the conduits.
- (d) The common type of solar panel is rectangular and mounted on rails above the surface of the roof tiles.
  - 1. Solar energy panels will be restricted to roof-mounting only. No panels may be mounted on a pole that tracks the sun, and no ground-mounted arrays will be permitted.
  - 2. Panels should be mounted parallel to the roof only. Inclined mounting brackets may not be used.
  - 3. Panels must be mounted as low as possible above the roof tiles. Such installation discourages the nesting of pigeons and other birds. A screen barrier will be required if the panels are high enough to permit birds to roost there. If problems with roosting birds occur after completion of the project, the Owner will be required to remove the bird residue and install a screen barrier.
- (e) Electrical conduits are required to convey the wires from the panels to the power inverter and from the inverter to the house's electrical service panel. All visible wires must be contained by rigid conduits.
  - 1. Conduit installation must comply with the National Electric Code except the plastic conduit of any kind (straight or flexible) will not be permitted in exposed locations. Exposed conduits must be galvanized steel (EMT, IMC or RMC).
  - 2. Conduits exposed on the roof must be painted to approximate the color of the roof tiles. Likewise, conduits exposed on the house walls should be painted to match the surface on which they are mounted.

3. Conduits must penetrate the roof and not be wrapped around the eaves, gutters, or fascia boards. All visible wires must be contained by conduits. Conduit connecting the panels to the inverter may be run through the attic spaces.
  4. There must be a single conduit “drop” to the inverter which contains the DC power from the panels and the AC power to the electrical panel instead of two (2) conduits.
  5. Where conduits are run on the wall of the house, they must be tight to the wall. “Vertical” conduits must be plumb; “horizontal” conduits must be run as high as possible under the soffit area and follow the slope of the roof where applicable. Where feasible, conduits must be run concealed within the house wall.
- (f) The inverter must be mounted on the side of the house which has the electrical service panel and the electric utility meter.
1. The inverter must be located well behind the side yard fence when possible, to minimize the visual impact.
  2. Electrical disconnect switches for the inverter must be integrated into the device rather than using separate DC and AC switches mounted near the inverter.
- (g) The Owner is responsible, at the Owner’s sole expense, for the maintenance, operation, and repair of any solar energy system on their Lot. It is the Owner’s responsibility to remove the solar energy system if, in the sole discretion of the Association Board of Directors, the Owner fails to maintain the system to the minimum Architectural Standards in effect for the community or if the system creates a safety hazard.
1. The cost of removing and, if applicable, replacing the solar energy system is the responsibility of the Owner. Should an Owner fail to remove the solar energy system upon the Association’s request, the Association may, to the extent and in the manner permitted in the CC&Rs or other applicable provisions of the Association’s Governing Documents, enter the Owner’s Lot and remove the system. The Association is not responsible for any damage to the system’s loss of heating or cooling benefits, or the Owner’s cost of obtaining energy from alternative sources.
  2. The Owner is responsible for any expenses that the Association incurs in removing the solar energy system, and the Association may recover such expenses in any manner allowed by law or the Governing Documents.
  3. If the Association must remove the solar energy system, the Association is not responsible for replacing it, or for storing it upon removal.
  4. The Owner must defend, indemnify, and hold the Association and its agents harmless from any and all claims, demands, damages, awards, or judgements that arise out of the application for, or the installation, maintenance, and/or removal of the solar energy system except such claims which are caused by the sole gross negligence of the Association or its agents.

6.2.30.2 Solar hot water heaters are restricted to the circulation-style rather than the tank-style. Circulation water heaters are smaller and less obtrusive. Water piping installation must comply with the same general rules and regulations required for conduit in the PV solar systems.

### 6.2.31 Artificial Grass

- (a) A sample of the product to be installed and the manufacturer's product description (cut sheet or specifications) and product warranty must be submitted with the Artificial Grass Home Improvement Request Application. Warranties should provide a minimum of fifteen (15) years of protection against brittleness of materials and fading of colors.
  1. Carpet backing material must be porous, allowing vertical drainage to an adequate existing drainage system.
  2. Carpet face colors must be of a natural blend of colors, not a single-color blade, and should generally blend with the colors of neighboring natural grasses.
  3. The blade length must resemble natural front grass length – approximately two inches (2") in length. The only exception to blade length will be a back yard putting green.
  4. Any thatch should be physically woven into, or bonded into, the carpet backing during manufacturing of the artificial grass. No product that uses an "in fill" or "back fill" type of thatch will be approved.
- (b) Installation
  1. Installation in the front yard should be such that the artificial grass nap faces the street, i.e., the nap is perpendicular to and facing the street, not parallel to the street.
  2. Installations involving a visible side yard and front yard should generally have the nap perpendicular to and facing the street which fronts the house.
  3. The installer should follow standard industrial guidelines such as ASGI (Association of Synthetic Grass Installation).
  4. In-ground vaults should be raised, if required, prior to installation of the substrate. No bender boards should be visible around any in-ground valves after installation.
- (c) Border materials proposed between neighboring properties must be submitted for approval with the Architectural Application.
  1. Stones, bricks, precast concrete, extruded-in-place concrete, and polymer bender board are acceptable materials if not carried to an extreme.
  2. Wood may not be used as a border material.
  3. The top of the border material, other than stones, must not exceed the height of the artificial grass.
  4. The color of the border material must harmonize with earth and grass tones (browns, grays, greens, etc.).
- (d) The installation of artificial grass must not require the removal of trees from a lawn. Artificial grass systems (substrate and artificial grass) installed as required provide a drain rate of four inches (4") per hour which is sufficient for the root system of trees.

### 6.2.32 Generators and Backup Batteries (Added May 2024)

- (a) No generators operated by fossil fuels are allowed.
- (b) Permanent exterior battery backup is allowed on the side of the house that has the air conditioner. Installation must be approved by the RAC prior to installation.

- (c) Temporary portable batteries are allowed either inside the structure or outside the structure.
  - 1. It is recommended that the portable power station be stored in residence garages. However, it is acceptable to store the battery on the back portion of the lot.
- (d) Solar cells are allowed as a temporary backup providing, they are connected to a portable power station and placed outside only in the case of a power outage. They must be removed from the outside in a reasonable period after the power is restored.

## **6.3 PROCEDURE FOR ARCHITECTURAL IMPROVEMENTS AND TIMELINES**

### **6.3.1 Application Submittals**

Owners should submit the appropriate application for consideration of an Architectural Improvement by completing the Homeowner Request Application Form describing the plan in detail.

(a) Included in the Application:

- Site plans and elevation drawings prepared to scale, as necessary, to accurately represent the intended work.
- Details such as the name and sizes of tree changes, exterior finish materials, specifications of doors and/or windows, exterior colors including paint samples marked with the manufacturer's color names, numbers, and sheens (flat, eggshell, low luster/sating, semigloss, etc.), diagrams, photos, sample materials, etc. must be provided.
- Location, dimensions, and other pertinent items related to the improvements such as lot lines, existing structures, patios, driveways, fences, etc.
- Resident/renters must have the written, signed, and dated consent of the Owner.
- To avoid any possible conflicts, the Owner/Applicant shall advise adjacent neighbors of the proposed improvements and request their acknowledgement signature on the application.

(b) Applications must have all of the above-mentioned items included/attached when submitted. The ARC may request additional information, as necessary, to clarify applications. Review by the ARC will not occur until all requested information is provided as a complete package.

(c) Incomplete applications will be returned to the Owner/Applicant.

(d) Applications are submitted to the ARC by depositing them in the designated drawer in the Clubhouse. The drawer is labeled "Architectural."

### **6.3.2 Review Procedures**

ARC meetings will depend on the volume of applications to be reviewed. An Owner may request an appointment with the ARC to discuss an application.

- (a) The ARC performs their duties and functions as defined in the CC&Rs and the Association Rules. Each application is checked for compliance with the CC&Rs and Rules, with compatibility with other prior improvements, and with the effect the improvement will have on the neighborhood.
- (b) Architectural Applications should be submitted to the ARC at least 30 days prior to the start of a project.

- (c) No activity should begin prior to approval of the application. The approval must be in writing.
- (d) The application must be in duplicate, or it will be returned. Two (2) copies with scale drawings for the improvement must be included. Applications without a clear plan will be returned without approval.
- (e) The ARC will review the proposed application submitted using the Standards and Restrictions set forth in the CC&Rs and the Association Rules. The ARC has thirty (30) days to make a decision. The ARC will arrive at one of the following decisions by a majority vote:
  - Approval
  - Conditional Approval
  - Denied
  - Deferred (additional information required)
- (f) The Owner will be notified in writing within thirty (30) days of the ARC's decision and the rationale for the decision. If no notification is received within thirty (30) days, contact the ARC for a status update. Any partial or total disapproval decision will state the rationale for the decision.
- (g) If the application is denied, a resubmitted application with corrective action is possible.
- (h) If the application is conditionally approved, the Owner need only satisfy the conditions before performing the improvement. The application does not need to be resubmitted.
- (i) If the application is deferred, the reason(s) will be provided and once satisfied, will be re-evaluated by the ARC. Some of the usual problems with an application are lack of neighbor acknowledgements of the improvement, poor/non-existent plot drawings describing the improvement, location, or dimensions of all pertinent changes or existing structures.

### 6.3.3 Basis for Approval and Completion of Work

In addition to the CC&Rs and the Architectural Standards outlined in the Association Rules, the ARC will make its decision based upon maintaining the standards of the community as to quality, workmanship, and compatibility with the exterior design of existing structures and landscaping.

- (a) Following review by the ARC, a copy of the application will be made available to the Owner. At that time, the Owner or Owner's Representative must apply to the City of Brentwood for any necessary building or planning permits.
- (b) The Owner has thirty (30) days from the date of approval to commence work and sixty (60) days from the date of commencement of work to complete the project.
- (c) A Notice of Completion Form must be submitted to the ARC within five (5) days of the completion of the project. The ARC will inspect the work after the receipt of the Notice. The ARC may review and inspect improvements, as necessary. Advance notice will be given to the Owner prior to entering the property for inspection.
- (d) If an Owner starts and/or completes an improvement without obtaining prior ARC review and approval, the Owner is still required to submit plans and drawings. If the Owner does not comply and the work completed is disapproved, the Owner will be issued a Notice of Non-Compliance. If the matter is not resolved, the ARC will request the Board of Directors to

issue a Notice of Hearing. A procedural timeline for Notice of Noncompliance is provided in 6.3.4.

#### 6.3.4 Non-Compliance

In the event of non-compliance, the particulars of the non-compliance and the ARC's Notice of Non-Compliance are sent to the Association's Management Company, which will issue the Notice to the Owner, including rationale for the decision. See Rules Article 2.2 for more information.

#### 6.3.5 Appeals of Disapproved Applications

If the Home Improvement Request Application is denied, the decision may be appealed to the Board of Directors. The process is described in Appendix 16: Home Improvement Appeal Request Form.

### **6.4 TREE MAINTENANCE AND REPLACEMENT POLICY**

#### 6.4.1 General Policy

The builder was required by the City of Brentwood to install trees in the front yard of Residences in Summerset. A well-planned tree program beautifies the community, creates aesthetic pleasure, provides shade during the summer season, and adds to the property values.

#### 6.4.2 Tree information

Some trees planted by Builder have the botanical name of *Platanus acerifolia* 'Columbia' and are commonly called Sycamore. The trees tolerate most soil and some types of pollution but are subject to bothersome diseases and problems. They are somewhat resistant but still susceptible to fungus diseases such as, anthracnose, blight, verticillium wilt, oak root, and powdery mildew. Other problems include insects like aphids, spider mites, webworms, and white flies. Aggressive root systems can cause damage to streets, curbs, sidewalks, driveways, and sewer lines. They are one of the worst pollen producers, allergenic trees and not a friend of allergy sufferers.

#### 6.4.3 Front yard Tree Replacement

In recognition of the fact that an Owner may prefer a different front yard tree, the Association, in accordance with the City of Brentwood, permits removal and replacement of a tree. The replacement front yard tree, approved on a case-by-case basis, shall be planted in about the same location as the tree removed, taking care to restore the surrounding area to the previous landscaped condition. The Architectural Committee can approve a variance to the location or refer the matter to the Board for approval if no replacement tree is requested by the resident. Replacement trees shall be planted within 30 days of receipt of written approval. This time frame can be longer if there are reasons that the tree cannot be planted within 30 days. For example, trees are not available, or ground needs to be treated for fungus or for some other type of problem.

- (a) While replacement trees can be more homeowner friendly and attractive, be of a smaller size, have deeper root systems, and be more resistant to diseases and insects, periodic maintenance is still required. To help minimize the associated maintenance expenses, a list of suitable trees to use when selecting a replacement tree is included in the Appendix (17) and is available from the Activities Director's Office.
- (b) Replacement trees shall be 15 gallon minimum or larger in size. All costs that relate to removal and disposal of any trees on Owner's property or replacement of tree or trees shall be at the Owner's expense.

#### 6.4.4 Tree Maintenance

Normal and routine maintenance of trees is the Owners' responsibility. This includes:

- (a) Pruning branches for street and streetlight clearance, driveways, and sidewalks.
- (b) Cutting and removal of all invasive roots.
- (c) Leaf removal, disease, and insect control.
- (d) Fertilization

#### 6.4.5 Hold Harmless

Anyone climbing trees to perform any type of activity does so at their own risk and the Association shall be held harmless, defended, and indemnified by the Owner in the event of injury to self or others or damage to any real or personal property.

## 7.0 ENVIRONMENTAL STANDARDS

### 7.1 GENERAL ENVIRONMENTAL STANDARDS

It is the Association's objective to direct owners and the collective membership toward the positive enhancement, beauty and character of the community, and the quiet enjoyment for all Members. It is recognized that the support and voluntary cooperation of owners, Residents and their Guests shall be essential in achieving this objective. Accordingly, the following general environmental rules shall apply.

#### 7.1.1 Sound Control Times

The emphasis on sound control shall be in effect from 10:00 pm to 8:00 am daily. The use of any yard maintenance equipment shall cease at 6:00 pm daily. Yard maintenance equipment includes but is not limited to lawn mowers, leaf blowers, power trimmers, and chainsaws.

#### 7.1.2 Sound Volume

The sound volume from a radio electronic equipment located either inside or outside the residence or in the Common Areas shall be kept to a reasonable level to avoid creating a nuisance to adjacent Owners, Residents, and their Guests.

#### 7.1.3 Interior Window Coverings

Interior window coverings visible from the street shall be neutral in color. No aluminum foil or similar bright coverings shall be installed on windows or applied to any part of the residence. Temporary interior window coverings (paper, sheets, blankets, etc.) shall be limited to sixty (60) days following the date of occupancy.

#### 7.1.4 Exterior Storage

No portion of Lots, including but not limited to, entryways, side yards, and backyard patios shall be used for storage of household cleaning equipment, gardening equipment, ladders or any such items. Yards shall be kept clear and not used for storage of construction materials and equipment, or as space for storage of any other items.

#### 7.1.5 Garbage and Recycling Containers

7.1.5.1 Carts must be placed for collection curbside in front of residence. The wheels of the cart will be placed in the gutter with the handle facing the residence. Carts will be at least three feet from each other and at least six feet from any obstruction such as, but not limited to, automobiles, trailers, motor homes, fences, lamp posts, mailboxes, or other containers. Carts are not to block pedestrian access. (Brentwood Municipal Code 8.16.360)

7.1.5.2 Carts shall be screened from view, except when placed for collection. Each cart shall be placed for collection by five a.m. of collection day and no earlier than the preceding evening and shall be removed by ten p.m. of collection day. (Brentwood Municipal Code 8.16.360)

7.1.5.3 For purposes of this section, "screened" means blocked from public view from the street or public right-of-way with a permanent fence, enclosure, landscaping, or other comparable facility as approved by the ARC. (Brentwood Municipal Code 8.16.360)

#### 7.1.6 Exterior Lighting

In general, all exterior lights shall be directed, oriented, or shielded to prevent light trespass or glare onto adjacent Lots, onto common rights-of-way, and/or driveway areas and shall not cause disabling glare or be a nuisance to other Lots. For holiday lights, see 7.1.7.

#### 7.1.7 Exterior Holiday Decorations

Exterior holiday decorations and lights shall be turned off by 10:00 pm each day.

#### 7.1.8 Radio Station Operation

No short wave or any other kind of radio station shall be operated from any residence or Common Area.

#### 7.1.9 Sports Equipment

No sports or play equipment shall be attached to any residence or erected on any Lot. Portable play equipment shall not be placed in the street and if placed in the front yard, backyard, or driveway, shall be removed daily following play, and placed out of sight.

#### 7.1.10 Community Garage Sale and Private Estate Sale

- (a) A community garage sale may be announced from time to time as authorized by the Board of Directors. No individual Resident garage or yard sale shall be permitted.
- (b) An Estate sale will be allowed by a responsible party for resident(s) who is deceased, or who has moved because of health reasons or disability.
  1. The estate sale must be held completely inside the house and garage.
  2. The garage door must remain closed, and no merchandise shall be displayed on the front yard or driveway.
  3. Only two (2) professionally prepared signs, not larger than eighteen inches by twelve inches (18" x 12") may be displayed. The sign can be displayed no more than seven (7) days prior to the sale and must be removed at the end of the sale.
  4. An estate sale must be pre-approved by the Summerset III Board Secretary. Advertising is allowed in local media as an "Estate Sale.". Such advertisement must be pre-approved by the Board Secretary.
  5. Estate sales may be held for a maximum of three (3) days including a weekend, in the same week.
  6. Homeowner Estate Sale Handout is available to responsible parties. Entry of buyers will not be allowed into Summerset III unless an application is on file at the front gate. To ensure timely processing, the application must be submitted at least two (2) weeks prior to the date of sale.

#### 7.1.11 Door-To-Door Solicitation/Flyers

No individual or organization shall solicit door to door within the Association including flyers left on driveways and entryways except for announcements prepared by the Activities Director or an authorized Club of the Association. Individual owners wishing to establish contact with other owners shall obtain prior approval of any such activity from the Board.

#### 7.1.12 Smoking in Common Areas

Smoking of tobacco products and vaping shall be prohibited in the Clubhouse, on the patio surrounding the swimming pool and spa, and in any Common Areas.

#### 7.1.13 Dumping

There shall be no dumping of household, commercial or landscaping materials on any Lot or Common Area, including but not limited to garbage, dirt, bark, concrete, rocks, grass clippings, leaves, tree trimmings, bottles, cans, paper, plastic or refuse of any kind.

#### 7.1.14 Enforcement

Violation of these Rules shall be subject to enforcement by the Board in accordance to Rule 2.2.

### **7.2 VEHICLE PARKING AND STORAGE** (Amended October 2022)

Vehicles shall not be parked anywhere in Summerset at Brentwood III except in areas designed and established for the parking of passenger motor vehicles. All parking areas shall be used solely for the parking of motor vehicles used for personal transportation. There shall be no overnight street parking with the exception of RVs.

#### 7.2.1 Allowable Parking

Only a resident's passenger vehicles, golf carts, motorcycles, and light trucks shall be parked within:

- (a) Enclosed garages or driveways,
- (b) No resident shall have more vehicles than can be parked in their garage and driveway. For most homes, the maximum number of vehicles is four (4), and for duets, the maximum is two (2).

#### 7.2.2 Use of Garage

There shall be no overnight street parking except for RV loading/unloading or RV guest overnight parking. There is a maximum of forty-eight (48) hours allowed for loading and unloading. There is a maximum of seventy-two (72) hours allowed for RV guest parking.

- (a) Each Owner's garage shall be kept sufficiently clear to provide enclosed vehicle parking for the equivalent number of designed garage spaces.
- (b) It is the intent that garages shall be used only for vehicles used for personal transportation.
- (c) The driveway shall be considered a Parking Bay and may be used for parking if required by the Owner.
- (d) Garage doors shall remain closed except when entering or leaving the garage.

#### 7.2.3 Off-Street Parking

- (a) Special off-street parking has been provided throughout Summerset at Brentwood III for use by residents and their guests. Residents should obtain a Guest Parking Pass from the gatehouse for their guests using off-street parking that identifies the dates and Residents

they are visiting. This pass should be displayed on the dash of the visiting vehicle. Guest off-street parking shall be limited to seven (7) days. Thereafter, guests shall park in the Owner's driveway (a Guest Pass is still required). There shall be no overnight street parking except for RVs.

- (b) Vehicles that would pose a safety risk by extending into the sidewalk or street (i.e., long pickups or ADA-adapted vehicles) are encouraged to use off-street parking both during the day and overnight.

#### 7.2.4 Clubhouse Parking

- (a) Residents shall use the off-street parking area across from the Clubhouse only when attending activities at the Clubhouse and using Association facilities.
- (b) On-Street parking shall be permitted on the side of the street adjacent to the Clubhouse. There shall be no parking on the other side of the street.

#### 7.2.5 Recreation Vehicles/Commercial Vehicles/Inoperable Vehicles

No board, trailer, recreation vehicle, commercial vehicle, or inoperable vehicle or portion of one shall be parked or store in or upon Lots, streets, driveways, or Common Areas including off-street parking.

#### 7.2.6 Commercial Vehicles

No commercial vehicle shall be parked or stored on streets or Common areas including off-street parking.

A commercial vehicle includes, and is not limited to one which:

- (a) Displays the name of a business or other commercial enterprise or employer anywhere on the vehicle, excluding the license plate frame,
- (b) Carries equipment, tools, or other materials related to a business that is visible from outside the vehicle,
- (c) Is over eighteen (18) feet in length, bumper to bumper.

#### 7.2.7 Use of Recreation Vehicles

- (a) No motor home, travel trailer, recreation vehicle (including board), or camper shall be used as a temporary overnight dwelling except for visiting Guests in their own self-contained vehicle. Such use may not exceed seventy-two (72) hours in any 30-day period.
- (b) Up to forty-eight (48) hours of parking of recreation vehicles, boats, and/or trailers shall be permitted in front of a vehicle owner's house prior to departure and on return to clean, load, and/or unload.
- (c) A recreation vehicle shall be permitted to be parked in front of the resident's home, by a resident or a guest, only if there is no RV on the opposite or opposing side of the street.
- (d) Any parking of two RVs shall be deemed "Double Parking" and a serious safety violation. Such Double Parking must be abated immediately. The owner parking the second RV may be subject to a fine.
- (e) Two RVs are considered double parked if there is less than twenty (20) feet between any two points of each RV while remaining in front of the Resident's own property. This distance is required to allow emergency responders to pass unimpeded.

- (f) No RV may use off-street parking.

#### 7.2.8 Mailbox Parking

The special off-street parking adjacent to mailboxes shall be marked and reserved for Mail Vehicles.

#### 7.2.9 Banned Resident Parking

Residents are prohibited from overnight parking on:

- (a) The street.
- (b) Off-street parking with exceptions noted in 7.2.3(b).

#### 7.2.10 Vehicle Repair

No part of streets, driveways, or Common Areas shall be used for maintenance activity, repair, construction, or reconstruction of any vehicle. Any such activity shall be wholly within a resident's garage.

#### 7.2.11 Driveway and Street Maintenance

Driveways and streets in front of a residence shall be kept free of oil, grease, and stains. No items used to collect oil or fluid drippings shall remain on a street or driveway to be seen when the vehicle is absent.

#### 7.2.12 For Sale Signs on Vehicles

No vehicle displaying a "For Sale" sign shall be parked in the street or Common Area.

#### 7.2.13 Enforcement

Violation of these rules shall be subject to enforcement by the Board of Directors. Owners of Lots are responsible for their tenants, guests, and for any employees. Fines will be levied for violations. See Rule 2.2.

- (a) If a resident believes there is a vehicle parked illegally, they can email the management company a complete description of the vehicle including the license numbers and the owner's name and address, if known.
- (b) The management company will prepare the notice of violation and information about timing of the towing enforcement. The management company will email the information to the reporting resident who will place the notification on the vehicle's window. The management company should respond to the reporting resident within a 24-hour window (excluding weekends).
- (c) If the vehicle is not removed in the allotted time frame, the reporting resident should again notify the management company which will make the arrangements for towing. If the resident does not notify the management company about the status of the vehicle, it will be assumed that the vehicle has been moved and no action will be taken.
- (d) If there is a vehicle in off-street parking in violation of the Rules and no resident report is made, no action will be taken.

### **7.3 ANIMAL OWNERSHIP AND CONTROL**

#### 7.3.1 Owner Responsibility

It is the Association's objective to provide peace, health, comfort, safety and the general welfare of all Owners and Residents and to provide an attractive and enjoyable lifestyle for persons aged 55 and over. Although it is recognized that properly cared for house pets can provide a meaningful

measure of comfort and companionship, owners that have house pets are responsible for ensuring that their pets do not adversely affect the rights of other Residents. In order to prevent pets from creating a nuisance, objectionable noise, fouling an area, or jeopardizing the safety of persons and other pets, the following rules shall apply:

- (a) Pets shall be licensed as required by the City of Brentwood and Contra Costa County regulations. An Owner shall not own and maintain any animal in violation of applicable governmental regulations or ordinances.
- (b) An Owner may keep no more than two (2) customarily uncaged household pets and a reasonable number of small, caged animals, birds, or fish within an Owner's Lot. No other animals or pets shall be permitted within Summerset at Brentwood III.
- (c) Dogs belonging to an Owner, Resident or Guest shall be leashed at all times within Summerset at Brentwood III unless on the Lot of the Owner. Excessive barking and/or howling by dogs for five (5) continuous minutes or intermittently for thirty (30) minutes, shall be considered a nuisance and shall be subject to subsequent action by the Board of Directors.
- (d) No farm animals, snakes or reptiles shall be brought into Summerset at Brentwood III.
- (e) No animal, including but not limited to cats and dogs, shall be kept, bred, or raised for commercial purposes.
- (f) No animal shall be allowed in the Common Areas, including streets unless under the control of a responsible person, by leash. No animal shall trespass on any Lot.
- (g) Owners or responsible persons of an animal creating waste shall be responsible for removing such waste immediately from any Lot, including the owner's property, streets, and any Common Areas.

### 7.3.2 Enforcement of Complaints

If the Association receives a complaint with regard to any animal, the Manager shall investigate to determine if an infraction has occurred and if a reasonable solution can be concluded. If the infraction is verified and the Owner remains uncooperative, the provisions in Rule 2.2, Enforcement of Governing Documents and Monetary Penalty Schedule, shall apply.

## 7.4 SIGN POLICY

### 7.4.1 Sign Policy

It shall be the policy of the Association to limit the number and type of signs displayed in Lots, Residences and Common Areas. Further, any signs related to governmental regulated matters shall comply with state, county and city ordinances and regulations. No commercial business signs of any type may be displayed.

### 7.4.2 Type and number of signs

Signs, which are reasonably located and displayed in public view, shall be limited to one of the following categories:

- (a) For sale, lease/rent, or exchange of the Lot/Residence including directional signs,
- (b) Owner's and Agent's name, Owner's and Agent's address and telephone number

- (c) Association safety and Association recreational signs, i.e., for traffic control, entry or exit gates, speed, parking, and those signs related to the recreation building, pool, spa, tennis courts, bocce ball courts, golf course and pedestrian gates
- (d) Two security system signs, one in the front yard and one in the back yard (if desired), no larger than twelve (12) inches in size and placed within three (3) feet of the residence
- (e) As required by legal proceedings
- (f) As approved by the Board of Directors
- (g) Non-commercial signs, posters, flags, or banners on or in a member's separate interest; as required for the protection of public health or safety; no posting or display may violate a local, state, or federal law. Civil Code §4710

#### 7.4.3 Association Signs

Association signs shall be uniform in size, style, and color, displaying the "Summerset logo" when appropriate.

#### 7.4.4 Real Estate Signs

Only one (1) real estate sign may be displayed in the front yard of a residence that is for sale, lease, rent, or exchange. This sign shall:

- (a) be placed no closer to the curb than one half the distance between the curb and residence including garage,
- (b) not exceed twenty-four inches by thirty-six (24" x 36") in size, shall be mounted on one (1) or two (2) four by four (4" X 4") posts, and
- (c) be based on the style, color and specifications established by the Association.

#### 7.4.5 Open House Signs

No public sign shall be displayed which invites the public with access into Summerset III. However, one (1) "Open House" A-frame sign shall be permitted if placed off the street in front of the Owner's Residence provided Owner or Owner's agent removes the sign from view by 6:00 P.M. each evening.

#### 7.4.6 Noncommercial Signs, Flags, and Posters (Amended Nov 2024)

- (a) Non-commercial signs and posters, including political or social change, shall not exceed a total of nine (9) square feet in size, and
- (b) Non-commercial flags and banners, including political or social change, shall not exceed fifteen (15) square feet in size.

#### 7.4.7 Enforcement

Signs not conforming to the above policy shall be removed by the Association and stored with any Association expenses charged to the Owner. Further, if deemed necessary, the provisions of Rule 2.1 shall apply.

## 8.0 COMMON FACILITIES – RECREATIONAL

All of the Common Facilities belong to Summerset at Brentwood III belong to the Residents and are for the use and enjoyment of any and all Residents. In the Clubhouse the areas open for all Residents are the gym, the billiards room, the great room, the lounge, the craft room, the library, and the kitchen. Areas outside of the Clubhouse include the pool and spa, the patio, the bocce

courts, the picnic area, and the tennis/pickleball courts. Reservations for the various areas are suggested. Board-Authorized Clubs are given first priority; Non-Club Group use, and Individual use are encouraged, subject to availability, as managed by the Summerset at Brentwood III Activities Director and/or the Board of Directors. The Board of Directors and the Activity Director make decisions on allowable activities and events.

As provided in the Summerset at Brentwood III CC&Rs and its Bylaws the Association has authorized rules concerning the use of all Recreational Facilities, including allowable activities and events. It reserves the right to remove or have removed any person(s) for any violation of these rules, for creating a nuisance or causing danger to themselves or others. In addition, Residents are responsible for the actions of their Guests and will be subject to possible fines or other actions. Should those actions result in damage to Association property, fines, and/or reimbursement to the Association for the repair expenses may be imposed.

## **8.1 USE OF THE COMMON FACILITIES BY VARIOUS GROUPS**

The Summerset at Brentwood III Common Facilities are available for use by all Residents. Reservations are suggested to ensure that the Common Facilities are available. The use of the sound system is limited to activities sponsored by the Activities Director or Clubs. Use will be determined as follows:

### **8.1.1 Activities or events scheduled by the Activity Director**

These events have the highest priority. They may include classes (exercise or other), presentations, receptions, or any other use deemed appropriate by the Activities Director or the Board of Directors.

### **8.1.2 Clubs**

Clubs are registered with the Activities Director and authorized by the Board of Directors. Clubs have a one-time only application, followed by annual reports. Clubs have guidelines governing their membership. They meet on a regular basis. Club membership is available to all Summerset Residents without restriction. Club use privileges include:

- (a) Highest priority reservations for regularly scheduled meetings on a first-come basis.
- (b) Use of storage areas within the Clubhouse and other Common Facilities.
- (c) Inclusion in the newsletter with contact information, advertising, and monthly articles.
- (d) The use of the Common Facilities without providing a fee or cleaning/use deposit.
- (e) Access to association resources including limited Activities Director's time and limited copy privileges.
- (f) Insurance coverage under the Association insurance policies.
- (g) The ability to host events with admission charge and the ability to sell tickets for food and beverages.
- (h) No limit on the size of the club. However, all members of the club must be Summerset Residents, with at least 15% of the club membership from Summerset III.

### **8.1.3 Resident Non-Club Groups**

These groups are not formal Summerset Clubs. They do not have an application process, nor do they submit annual reports. The groups may meet on an occasional or regular basis. The participants of these groups are private, and the group is not open to all Summerset Residents but

may include residents from other Summersets and non-Summerset Residents who are the guest of a Summerset at Brentwood III Resident. The guidelines for Non-Club Groups are:

- (a) They have a reduced priority for reservation of Association Common Facilities.
- (b) They have no storage privileges within the Association Common Facilities.
- (c) They may not post information including contact information, advertising, or a monthly article in the newsletter, except for a per page charge.
- (d) They may use the Common Facilities without providing a deposit except for the possibility of kitchen use, where a deposit and waiver are required.
- (e) They have no access to the Activities Director's time or copy privileges.
- (f) They have limited insurance coverage.
- (g) They may not host events with admission charges, nor may they charge for food or beverages.
- (h) The upper limit of the group is 25.
- (i) Non-Resident Guests must follow gate entry protocols and must display a valid Guest Pass on the dash of their vehicle.

#### 8.1.4 Rentals

The Common Recreational Facilities, that may be rented by Summerset at Brentwood III Residents are: The Great Room and Lounge Area, which includes the Craft Room, Kitchen, Clubhouse Patio, and Restrooms. The following facilities are not available for rental: Pool and Spa Area, the Gym, the Billiards Room, the Library, the Bocce Courts, and the Tennis/Pickleball Courts. Rentals must be reserved with the Activities Director and are a lower priority than reserved time for the Activities Director and Clubs. The guidelines for rentals are:

- (a) Rental periods are limited to 8 am – 11 pm. Once a reservation is made it cannot be bumped by another group.
- (b) Rentals have no storage privileges within the Association Common Facilities other than the use of the refrigerators immediately preceding the event.
- (c) No information including contact information, advertising, or an article in the newsletter, except for a per page charge, may be posted or published.
- (d) Fees and specifics are available from the Activity Director. Fees may include deposits, rental fees, cleaning, and a Resource Person. These fees are set and approved by the Board of Directors.
- (e) Renters have no access to the Activities Director's time or copy privileges.
- (f) Renters will not host for-profit events.
- (g) A Summerset III resident must be engaged through the Activities Director to serve as a trained On-Site Resource for the rental of Clubhouse Common Facilities. The On-Site Resource Person will assist with location of items within the facility, complete pre- and post-event inspections, provide access to locked areas of the Facility, and have emergency information. They are to serve as a resource for renters. They are not to provide physical

labor to help with set-up or clean-up of the facility. The Resource Person is arranged through the Activities Director, and the cost is a separate fee payable to the Association.

#### 8.1.5 Celebration of Life Memorials

Celebration of Life Memorials are made by reservation for Residents who have passed or for “family” members of Residents. All memorials are reserved without a fee for the use of the Clubhouse.

- (a) These events are reserved through the Activities Director.
- (b) There is no deposit for the use of the Clubhouse. The use of the Association cleaning company is available at their regular cost. This service must be arranged at the time of the reservation.
- (c) A trained On-Site Resource Person, either at a fee or as a volunteer, is required. The On-Site Resource Person will assist with location of items within the facility, complete pre- and post-event inspections, provide access to locked areas of the Facility, and have emergency information. This service is arranged through the Activities Director. If a fee is charged, a separate check is made payable to the Association.

#### 8.1.6 General Use of the Common Facilities

- (a) All Common Facilities must be returned to pre-use condition. Trash containers must be emptied, all tables and chairs must be returned to their storage areas, all floors must be swept and mopped, carpets vacuumed, dishes and flatware washed/dried and returned to their storage areas, and the kitchen cleaned .
- (b) The maximum number of attendees must not exceed 150.
- (c) No Common Facility may be used by a Guest of a Resident, or a Non-Summerset III Resident unless accompanied by a Resident. This includes the Clubhouse, pool and spa, patio, billiards room, gym, bocce courts, and tennis/pickleball courts.

## 8.2 CLUBHOUSE AND PATIO

Smoking or vaping of any products is prohibited in the Clubhouse and surrounding areas.

### 8.2.1 The Great Room, including the Lounge Area

The great room is available for Resident use. The great room and lounge are available for rental use. Times must be reserved with the Activities Director. It includes projector access and an electrically operated screen that is available for Activities Director and Club use only. The lounge includes a piano that is available for Resident use. The piano is not to be moved, nor is anything to be set upon it. The piano should be covered when not in use. The lounge area is for the relaxation of the Residents and Accompanied guests. It includes a big-screen TV and cable capabilities. Residents are encouraged to make full use of this area. The sound system is not available for use except by the Activities Director and Clubs.

### 8.2.2 The Gym

The gym is for the use of Summerset at Brentwood III Residents and their accompanied guests older than 18 only. It is available on a first-come basis. Reservations are not required.

Residents and their accompanied Guests should limit time on specific equipment when others are waiting to use that particular equipment. Residents who use the gym must clean/sanitize the machines after each use. The gym is not open for inclusion in rentals.

### 8.2.3 The Billiards Room

The billiards room is for the use of Summerset at Brentwood III Residents and their accompanied guests who are older than 18. The room is locked, but the Master Key opens the room. It is available and open for all Residents when it is not reserved for the Pool Club. Leave the room the way you found it. The billiards room is not open for inclusion in rentals.

### 8.2.4 The Patio

The patio is for the relaxation and use by all Summerset at Brentwood III Residents and their accompanied guests. The area has tables with chairs and an Association grill that is available (stored in the pool area) for use. Caution should be exercised in this area as golf balls are a frequent hazard.

### 8.2.5 The Library

The library has books, puzzles, and computers for Resident use. Feel free to take books or puzzles and return them when you are finished. The library accepts donations of both puzzles and books. It provides a relaxing atmosphere to read, use the computers or play games. The use of the library for game play must be reserved with the Activities Director. The library also has a gas fireplace. The library is not open for inclusion in rentals.

### 8.2.6 The Craft Room

The craft room is available for use by Residents and their accompanied Guests. Times must be reserved with the Activities Director. The craft room contains an ice maker that is available for Resident use except 24 hours prior to a major event or during events or activities that are using the craft room. Cabinets are available for storage for Clubs. The craft room is included with the great room in rentals.

### 8.2.7 The Kitchen (Amended March 2024)

The kitchen is for the use of Association Residents and accompanied Guests. It is a warming kitchen and not to be used for full-meal preparation, except for as stated in 8.2.7.4. The kitchen contains dishes, flatware, serving pieces, as well as refrigerators, ovens/ranges, microwave, and dishwashers. The use of the kitchen must be reserved through the Activities Director. Care should be taken to return the kitchen to the condition it was found. Guidelines for use of the kitchen are available through the Activities Director. The use of the kitchen is included with the great room rentals.

8.2.7.1 Insurance covers fires that may occur during the association use of the kitchen.

8.2.7.2 If association dishes, flatware, or serving pieces are used, they must be washed, dried, and returned to storage within 24 hours of use.

8.2.7.3 If association refrigerators, ovens/ranges, microwave, or dishwashers are used they should be cleaned after each event by those hosting the event or their designee.

8.2.7.4 A Board member will schedule use of the kitchen for full-meal preparation for any Summerset III club or Activities Director event. California Health and Safety Code limits this use to events that occur not more than three (3) days in any 90-day period. Cal. HSC § 104.7.2.113789 (c)(3)

- (a) Only Summerset III clubs or the Activity Director or Activity Director designee can do full-meal preparation.
- (b) The Social Club has priority on the use of the kitchen.

- (c) The event must include a minimum of 45 people who are Summerset III residents.
- (d) The cleaning fee of \$300 (for the Event Cleaner) is the minimum cleaning charge.
- (e) The people who are using the kitchen must use their own cooking supplies (i.e., Pans, knives, etc.)
- (f) The use of the kitchen must be reserved on the Activity Director's calendar.

### **8.3 SWIMMING POOL AND SPA**

The Association will operate and maintain the swimming pool and spa for the benefit of the Residents. Residents may bring Guests to use the Common Facilities but must always be present. No Guest will be allowed to use the pool or spa unless accompanied by a Resident. Residents and accompanied Guests will respect the rights of others to enjoyment of the Common Facilities and their personal space. The swimming pool and spa are not available for rental.

#### **8.3.1 Use (Amended February 2025)**

The swimming pool, spa and pool deck area are reserved for the exclusive use of Summerset III Residents and accompanied Guests 18 or older. All Guests must be accompanied by a Resident at all times. These Common Facilities are not available for rent.

#### **8.3.2 Hours (Amended No 2024)**

The pool and spa will be available for use from 7 am to 10 pm (residents and guests 18 yrs or older) unless they are closed for maintenance or other reasons. Family Swim time (residents and guests under 18 yrs) is restricted to 11 am-3 pm Monday-Friday and 11 am-4:30 pm on weekends and holidays. The swimming pool will be heated during the season, May 1 – October 15. These dates may change due to weather conditions. The spa is available throughout the year

#### **8.3.3 Lifeguard**

There is no lifeguard on duty at any time. Residents and accompanied Guests will use the Common Facilities at their own risk. Adults are responsible for the safety of non-swimmer children and must be in the pool with them. Children under the age of 14 are not allowed to use the spa.

#### **8.3.4 Gates (Amended Nov 2024)**

The entrance gates to the pool area must be locked at all times. It is not permissible to leave them in an unlocked position at any time. The pool-side bathroom doors will be unlocked and open for use during the pool hours, otherwise, the normal Clubhouse Entry System should be used.

#### **8.3.5 Unacceptable Behavior**

Diving, running, pushing, foul language or boisterous behavior will not be permitted. Noise, including music, must be held to an acceptable level to be respectful of other Residents and neighbors.

#### **8.3.6 Pool toys**

Floatation devices and pool toys are allowed as long as they do not interfere with other people.

#### **8.3.7 Swim attire (Amended Nov 2024)**

Proper swim attire is required. Nudity is not allowed in the pool or spa area. No street clothes are allowed in the pool or spa. Children who are not toilet-trained or incontinent adults are not allowed in the pool or spa. Diapers of any kind are not allowed.

### 8.3.8 Banned objects

Glass containers of any type, sharp or pointed objects, or breakable items are not allowed in the pool area.

### 8.3.9 Pool furniture

If applying suntan lotion or oil, place a towel or other suitable covering on the pool furniture. Prior to leaving, return the furniture to the original location and lower the umbrellas.

### 8.3.10 Grill

Although the Association Grill is stored in the pool area, it is intended to be used on the patio. Cooking, other than sanctioned Association events, is prohibited in the pool area.

### 8.3.11 Animals

Pets, except for registered service animals, are not permitted in the pool area. No animals are permitted in the pool or spa.

### 8.3.12 Problem behavior

If there is a problem in the pool area, advise the Association Management Company by phone or file a Resident Concern Form. If there is illegal activity or a potentially dangerous situation, call the police. See Appendix 5: Resident Concern Form.

### 8.3.13 Smoking or vaping

Smoking or vaping of any products is prohibited on all Common Property, including the pool and spa area.

### 8.3.14 Emergency phone (Amended Nov 2024)

Call 911 if an emergency occurs. The address of the Clubhouse is 1581 Regent Drive. A defibrillator is available in the Clubhouse

### 8.3.15 Problem behavior

The Association reserves the right to remove or have removed any person(s) for any violation of these rules, for creating a nuisance or causing danger to themselves or others. Residents are responsible for the actions of their Guests and will be subject to possible fines or other actions including loss of pool privileges. Damage to Association property will be subject to fines and/or reimbursement to the Association for the repair expenses.

## 8.4 BOCCE COURTS AND PICNIC AREA

The bocce courts and picnic area are for the benefit and enjoyment of Summerset III residents and their Guests. The Bocce Club has priority in the use of the courts.

### 8.4.1 Use

A Summerset III Resident must be present and accompany their guest(s) at the courts whenever they are in use.

### 8.4.2 Children

Residents should control children playing in the area. They are not to play in the bocce lanes.

### 8.4.3 Club Use

The courts are generally reserved for club play Wednesday and Saturday mornings. All Summerset Residents are encouraged to join in. Advance notice is not necessary.

### 8.4.4 Hours

The court hours are 7 am-dusk.

#### 8.4.5 Smoking or vaping

Smoking or vaping of any products is prohibited on all Common Property.

#### 8.4.6 Reservations

Reservations are not necessary to use the courts. However, the leadership of the Bocce Club and the Activities Director should be notified if equipment is needed.

#### 8.4.7 Grill

The Bocce Club has a grill to use in the picnic area. Contact the leadership of the Bocce Club and the Activities Director for information regarding use of the grill and reimbursement to the club for propane.

#### 8.4.8 Court Upkeep

The Association will prepare the courts for play prior to the start of the Bocce Season. The courts are maintained on an ongoing basis by the Bocce Club. Report any damage or infraction of rules to the Management Company.

#### 8.4.9 Maintenance of Area

Residents and accompanied guests who use the Bocce Courts, and the Picnic Area should return the areas to their pre-use condition. There are minimal garbage collection capabilities. People who use the area should not overflow the garbage can or put refuse on the ground next to the can. Pests can be a problem. Take garbage with you if it will overflow the garbage capabilities or if your garbage encourages pest or animal infestations.

### 8.5 TENNIS/PICKLEBALL COURTS

The tennis/pickleball courts are for the enjoyment of all Summerset III residents and their accompanied guests. Residents may bring Guests to use the Common Facilities but must always be present. The courts are locked and require a Master Key to enter. Courts must be locked at all times. Club play is a priority. Club special events can be reserved and have priority over open play.

#### 8.5.1 Use

A Summerset III Resident must be present at the courts whenever they are in use.

#### 8.5.2 Allowed activities and equipment

The courts are for tennis or pickleball only. No other activities are allowed. No strollers, bicycles, skateboards, rollerblades, or other similar items are allowed in the court area.

#### 8.5.3 Food, drink, pets

No food or drinks are allowed on the courts other than water or sports drinks. Pets are not permitted on the courts.

#### 8.5.4 Open play

The courts are generally reserved for Club play Monday – Saturday in the morning. They are available on a first-come basis for the remainder of the time. If you are playing and others are waiting, please be considerate and limit your play time to 1 hour if you are playing singles and 1 ½ hours if you are playing doubles.

#### 8.5.5 Court hours

Court hours are 7 am-dusk.

#### 8.5.6 Smoking or vaping

Smoking or vaping of any products is prohibited in all Recreational Facilities or surrounding areas, including the tennis/pickleball courts.

#### 8.5.7 Court etiquette

Proper court etiquette must be practiced.

#### 8.5.8 Court shoes

Only rubber-soled, non-marking tennis shoes are to be worn on the courts.

#### 8.5.9 Net adjustment

If adjusting the net height, use the center strap only. Do not use the net post crank handle to adjust the nets.

#### 8.5.10 Rule violations

Report any violations of rules or damage to the courts to the Management Company. If there is illegal activity or a potentially dangerous situation, call the police.

#### 8.5.11 Play at own risk

All players - Residents and their accompanied Guests - play on these courts at their own risk.

### **8.6 RENTAL OF ASSOCIATION CLUBHOUSE**

Association Common Facilities are available for rental by Residents. Non-Residents cannot rent Association Common Facilities. Reservations must be made through the Activities Director in advance. Reservations are made on a first-come basis. The great room, craft room, kitchen, and patio area are included in rental opportunities for Residents. The gym, billiards room, library, bocce courts, tennis/ pickleball courts, and pool and spa are not available for rental. The sound system is not available for use when the Clubhouse is rented.

#### 8.6.1 Hours

Rentals are limited to 8 am-11 pm, including clean-up time.

#### 8.6.2 Rental procedure

Residents must contact the Activities Director and complete the rental forms. The forms include evidence of an insurance rider. The forms must be completed and payment for the rental, a security deposit and a check to the Association for the On-Site Resource Person must be made before the reservation is included in the Association calendar and is considered complete.

#### 8.6.3 Set-up/Clean-up

Time should be included for set-up and clean-up. Set-up and clean-up must be completed during the same day as the rental unless previously arranged with the Activities Director. The pre- and post-walk through will be conducted at these times with the On-Site Resource Person.

#### 8.6.4 On-Site Resource Person

A trained Association On-Site Resource Person is required. The charges for this service can be found with the Activities Director. The use of the resource person is required during the set-up time, during the event and during the clean-up. They are not to provide physical labor to help with set-up and clean-up; they are to serve as a resource for locations of things within the clubhouse, access to locked areas, emergency information, and general information. The payment for the resource person is made to the Association at the time of the rental.

### 8.6.5 Post-Rental condition (Amended Nov 2024)

The Resident responsible for the rental is also responsible for ensuring that the Clubhouse is returned to the pre-event condition. A pre-event walkthrough with the On-Site Resource Person is followed by a post-event walkthrough. The Resident must engage the services of the Association Event Cleaner. The payment for these services is made at the time of the rental in consultation with the Activities Director.

### 8.6.6 Guest List

A Non-Resident Guest List should be provided to the Activities Director and the gatehouse personnel at least three (3) days prior to the event. Non-Resident Guests must obtain and display a Guest Pass for their vehicle.

### 8.6.7 Guest behavior

The person securing the property is responsible for the behavior of all guests. Noise-level and any other nuisance behaviors must be controlled by the Resident renting the facility.

### 8.6.8 Smoking or vaping

Smoking or vaping of any products is prohibited in all Recreational Facilities including the Clubhouse and surrounding areas.

### 8.6.9 Signage

No signs, posters or notices can be displayed as notification of or direction to the event. Maps can be provided to the gatehouse at the renter's expense.

### 8.6.10 Renter provided items

The Renter is responsible for providing all paper or plastic products, and tablecloths. The Activities Director can be a resource for tablecloth/napkins rental information, but the Association does not provide these items.

## 8.7 PARTICIPATION IN CLASSES

### 8.7.1 Class choices

Classes are organized and scheduled by the Activities Director. Suggestions for new classes or events are always welcome.

### 8.7.2 Class participation

Classes are restricted to Summerset Residents only. Identification will be required at the initial class or class participation that identifies the resident address as being in Summerset. People who do not live in Summerset are not allowed to participate in classes.

### 8.7.3 Class offerings

Initial offerings of classes will be made to Summerset at Brentwood III Residents two (2) weeks prior to opening them to other Summerset Residents.

## 9.0 PRIVACY CONTROL

### 9.1 DEFINITION AND PURPOSE

#### 9.1.1 Purpose

The vehicle and pedestrian entry processes are concerned with providing privacy to the residents. It is not intended to provide security. The gate attendant is prohibited from leaving the gatehouse or accepting any packages for residents. The Summerset III entry gates, the community streets and the streets leading up to the entry gates are privately owned by Summerset at Brentwood III, and not the City of Brentwood or any other government agency.

### 9.1.2 Definition of Entry Device

Summerset at Brentwood III uses various forms of technology to control access to its premises and facilities. These include but are not limited to radio-clickers, proximity cards and fobs, and physical keys. Collectively, these are defined as “Entry Device(s)” in the Rules. Entry Devices are coded to allow access to certain areas; the Vehicle Entry Devices allow entry to Summerset roads through the vehicle gate systems, and the Amenity Entry Devices allow access to the pedestrian gates, clubhouse, swimming pool, and tennis / pickleball courts.

## 9.2 ENTRY DEVICE MANAGEMENT

### Entry Device Use for Residents Only

Entry Devices are for owners/residents only. They should not be given to non-resident family members, vendors, or friends.

### 9.2.2 Entry Device Acquisition

After the close of escrow, new owners shall be issued a Vehicle Entry Device and an Amenity Entry Device after completing a *Resident and Guest Information Form*. Two additional Vehicle Entry Devices and one additional Amenity Entry Device may be provided upon request and payment of associated fees. Up to 2 PROX Entry Devices (cards, fobs) may also be purchased which will permit entry to both the vehicle gates and eventually the clubhouse and pool.

### 9.2.3 Duplication of Entry Devices Prohibited

Duplication of any Entry Device is prohibited, however, if such device is a radio-clicker, it may be programmed into a Resident Vehicle. If such programming does occur, the Resident agrees herewith that upon sale or transfer of ownership of the vehicle, such programming will be removed before the vehicle leaves possession of the Resident.

### 9.2.4 Deactivation of Entry Devices on Transfer of Ownership

Upon any change in ownership of a residence, the management company will deactivate all electronic Entry Devices that had been assigned to that residence. Owners are responsible for removing programming of entry devices from their vehicles. Physical keys must be turned over to the new owners.

### 9.2.5 Change in Residence Status to Rental

Upon the change in status of a residence from vacant or owner-occupied to a rental unit, the Owner is responsible for notification to the Management Company of such change and must complete a renter information form noting the renter’s pertinent information and the type and term of the rental. Failure to notify the Management Company of such a change in status may result in fines and suspension of amenity privileges. The owner is responsible for transfer of their Entry Devices to their renters.

### 9.2.6 High-Frequency Vendors

Certain service providers and vendors are frequent visitors to Summerset III – typically those with multiple customers or destinations such as gardeners, housekeepers, shipping company delivery vehicles, and certain utility service vehicles. Summerset III Management, on a case-by-case basis, upon request, will provide either a 5-digit PIN code, or a PROX Vehicle Entry Device (card or fob). All such special Vehicle Entry Devices will be registered in the gate system to a company and will require annual renewal / update. PROX devices will be issued upon payment of the device fee.

## 9.3 ADMITTANCE OF VISITORS, GUESTS, AND SERVICE PROVIDERS

### 9.3.1 Guest Entry

Guest vehicles shall enter only through the main gate at Baldwin Drive after obtaining clearance and a guest pass from the gate attendant. Residents may complete and maintain their Guest List online through a form located on the Summerset at Brentwood III website. Names on the Guest List should cover frequent non-resident visitors such as family members, friends, guests, gardeners, housekeepers, and others who are regular visitors.

### 9.3.2 Authorized Visitors (Amended Feb. 2025)

Residents shall call the gate attendant in advance authorizing entry of a visitor who is expected at a certain date and time who is not on the Guest List. Visitors on the Guest List and other visitors who have been authorized entry by a resident phone call shall be allowed entry at any time of the day. Visitors who attempt entry while there is no gate attendant should use the call box.

### 9.3.3 Non-Authorized Visitor Procedure (Amended Nov 2024)

Non-resident visitors whose names are not on the Guest List or preauthorized via a phone call shall gain entry by use of the Gatehouse Call System.

### 9.3.4 Guest Pass

Authorized visitors shall receive a guest pass from the gate attendant which shall be placed on the vehicle's dashboard for the duration of their visit. Guest passes are valid for up to 7 days. Visitors who use the keypad will not receive a Guest Pass but are electronically tracked by residence and time of entry.

### 9.3.5 Gate Status

In order to reduce the wear on the gate mechanism, the Baldwin exit gate should be set in the permanently open position from 8:00 A.M. to 5:00 P.M.; however, when the gate attendant is on break, or absent from the gatehouse, or is otherwise unavailable, all gates (including the Baldwin exit gate) should be set in the closed position until the gate attendant is again available. At any other times, all gates should be set in the closed position, unless in use by a vehicle or pedestrian.

### 9.3.6 Service Vehicles

Some service vehicles, which normally cause an unacceptable level of noise to perform the service shall not be allowed entry until 8:00 AM weekdays and 9:00 AM on weekends and Holidays. This is in accordance with the "quiet time" rules identified in other sections of the Summerset at Brentwood III Governing Documents.

### 9.3.7 Real Estate Open House Events

Realtors must check in at the Gatehouse when they arrive at the property before Guests visiting the open house will be admitted. When they check in, Realtors will provide the address and time period of the open house. The Realtor and Guests will be issued guest passes for only the time period of the open house.

### 9.3.8 Authorized Entry List

The following general types of visitors shall be authorized entry without being included in the Guest List or without an authorization call to a resident. No guest pass is required.

- (a) Emergency and Law Enforcement
- (b) Hospice and verified health care providers
- (c) Government/Post Office

- (d) City of Brentwood Officials, Utility District Workers, and City of Brentwood Garbage Removal
- (e) Newspaper Delivery
- (f) Persons with SSI, II, or IV emblem on their vehicles
- (g) Dial-A-Ride buses
- (h) Utility service vehicles (Comcast, SBC, PG&E, AT&T, garbage, etc.)
- (i) Parcel delivery vehicles (Fed Ex, UPS, Amazon, etc.)
- (j) Vendors and service providers for the Summerset at Brentwood III Association
- (k) Process server with identification
- (l) HOA Activity Director
- (m) Property Management Company representatives
- (n) Persons participating in HOA sponsored activities (Home Tour, Garage Sale, Golf Cart parade, etc.)
- (o) Other visitors as determined from time to time by the Board of Directors.

#### **9.4 GUEST LIST REVIEW**

The Board of Directors shall periodically require residents to review and amend their Guest List.

#### **9.5 GATEHOUSE PHONE NUMBERS**

The Summerset at Brentwood III Baldwin gatehouse telephone number is 925-513-6596. The Gatehouse Call System uses the telephone number 925-331-0463. If a resident typically screens phone callers with their caller ID, they should enter these phone numbers in their phone's directory / contact list, so they do not miss a visitor call from their guest.