



Sunrise Terrace

Rules & Regulations

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Sunrise Terrace

Rules and Regulations

A RESIDENT-OWNED SENIOR COMMUNITY

Welcome! The Resident Owners and Park Management and Managers (the Board of Directors and the Park Employees) are dedicated to making your residency here a pleasant experience. SUNRISE TERRACE is not just a place to live--it is a way of life. We solicit your cooperation in achieving that goal.

While we try to keep our *Rules & Regulations* to a minimum, we ask that you extend the courtesies of good citizenship and fellowship to your neighbors by observing our guidelines, and that you exercise reasonable diligence to ensure compliance by your guests, visitors, and business employees.

In order that these *Rules and Regulations* can be meaningful, both your compliance and cooperation are needed. **Flagrant violations, such as misuse of facilities, should be reported immediately by NOTIFYING THE ON-DUTY STAFF at 805-489-8430 or at 805-440-9265 on weeknights, weekends & holidays. Where the violation has to do with property condition or chronic problems, a written signed statement must be submitted to the Office Administrator.** The Office Administrator will follow up on the report to officially document the same. A signed complaint is necessary so that if any legal action is necessary the witnesses will have been recorded.

SECTION 1. AUTHORITY & APPLICATION

1. The STMOA Governing Documents are the Articles of Incorporation, Bylaws and Rules and Regulations. The Architectural Guidelines exist as a separate document to provide residents with the requirements and processes to be followed for new homes being brought in as well as home modifications. The Architectural Guidelines is a subset of the Rules and Regulations and are available at the Corporate Office.
2. The applicable provisions of all local, state, and federal constitutions, statutes and ordinances (and any regulations adopted hereunder) are to be deemed incorporated herein by reference. These rules are to be interpreted and applied in a consistent manner. If any rule were declared void by a final judgment of a court, it shall no longer be applicable, but such declarations shall not affect the validity of any other rule.
3. In these rules, reference is sometimes made to local, state or federal law. Such references are in good faith, but it is not possible to include all such laws. Therefore, if any such reference be incomplete or inaccurate or if the law be amended, repealed replaced, such shall not affect the validity of any rule referring to the law unless the rule is declared void, as provided in paragraph one of this section.
4. The Sunrise Terrace Mobilehome Owners Association Board of Directors reserve their right and authority to
 - (a) amend the existing *Rules & Regulations* (any amendment to the Rules & Regulations requires a thirty (30) day review by the membership and gives the Board an opportunity to review amendments based on membership feedback), in the following manner:
 - 1) announcing the proposed amendment(s) at the monthly membership Board meetings, and
 - 2) posting such proposed amendments on the Hyatt Hall bulletin board. This thirty (30) days review provides the Board an opportunity to reconsider amendments based on membership feedback prior to implementation).
 - (b) implement new *Rules & Regulations* as situations may deem necessary; and
 - (c) levy and collect fines for violations of the *Rules & Regulation*.
5. All residents agree to abide by these *Rules & Regulations* and to exercise reasonable diligence to secure the observance and compliance by their guests, visitors and business employees.
6. Subject to the California Civil Code and the Mobilehome Residency Law, the Managers, the members of the Board of Directors, employees of and/or contractors hired by the Corporation shall have a right of entry upon the land on which a mobilehome is situated. The resident agrees to hold the Corporation harmless for any acts performed while acting under any portion of this section.
7. A member whose membership has been terminated by the Board of Directors pursuant to the provisions of the Bylaws shall not be permitted to purchase a membership again at a later date or obtain the right to occupy a mobilehome or space. Any resident who has been evicted from the Park will not be permitted to reside in the Park or occupy or stay in a mobilehome as a resident, homeowner or occupant. The Board may, in its discretions, deny to any former member or former resident access into the Park or the privilege of visiting other homeowners if the Board determines that any former member's or former resident's access or visitation will interfere with a

homeowner's quiet enjoyment, tranquility or peace of mind or will harass, bother or hinder an employee in performing his or her services.

8. The Board of Directors has a fiduciary responsibility to enforce the *Rules & Regulations* and all documents of the Park. The Board considers this a serious responsibility and intends to uphold and enforce all documents.
9. **Violation Policy.** The enforcement response for violations is specified below and is in addition to any correction work done by Park maintenance:

_____ First violation – Verbal Notice

_____ Second violation – Written Notice

_____ Third and Subsequent Violations – Referral to the STMOA Board of Directors, to respond in accordance with By-Laws, Article III, Section 3.15*
****Third violation option.**

*Members/Residents will receive a 15-day notice to appear before the Board to conduct a hearing related to the repeated violations of Rules and Regulations, 3.15.5. As described in the By-Laws, the action of the Board may include “Suspension of Good Standing”, 3.15.7, or termination of Member’s Membership, 3.15.6.

**As an alternative to following the steps described in the STMOA By-Laws, Article III Section 3.15, the Board may opt to impose a \$100 fine as the first step before beginning the series of actions described in the By-Laws when the violations do not affect the welfare of other residents.

*** The offending Member(s)/Resident(s) will be responsible for all associated attorney’s fees/costs associated with the violation.

Residents wishing to contest this notice must do so in writing and addressed to:
Sunrise Terrace Mobilehome Owners Association, 345 Sunrise Terrace, Arroyo Grande, CA 93420

Violations of the same infraction shall progress and accumulate with no regard to time or space. At no time does a violation expire and the sequence level restart.

SECTION 2. RESIDENCY

2 – A. GENERAL

1. Any transfer or change of ownership where the mobilehome remains in the Park, the new title holder(s) or owner(s) (whether a purchaser, heir, devisee, grantee, successor, assignee, lien holder, registered owner, legal owner, or becomes owner, holder or title in any other manner) must purchase a Membership from the member/seller or from the Corporation if the seller is a non-member. The new title holder(s) or owner(s), whether purchasing from a member or a non-member, must be eligible and qualify for membership under Section 3.01 of the Corporation's By-Laws.

2 – B. AGE OF RESIDENTS

1. Sunrise Terrace is a resident owned, age 55 years and over senior park. Residents lawfully residing in the Park prior to March 21, 1995, may remain, but after that date all residents in each household must be at least 55 years of age, be a permitted healthcare or support provider or an otherwise qualified permanent resident.

2 – C. OCCUPANCY

1. **NUMBER OF OCCUPANTS** – No more than two (2) permanent occupants, **both of whom meet the Park age requirements**, are permitted to reside in any home. (Exception to this rule is found under **Healthcare & Support Providers**.) On request, the Board may permit more than two (2) occupants if the Board is satisfied that overcrowding will not result. Additional occupants must meet the PARK AGE REQUIREMENTS and must sign an *Occupancy Agreement or Sub-Occupant Agreement*. Any such permission must be in writing. Such permission may be reviewed from time to time by the Board and rescinded if the additional occupancy causes problems or complaints or puts any undue burden on facilities of the Park.
2. **GUESTS** – Guests or family members **ARE NOT PERMITTED** to occupy a resident's home when the resident is absent from the Park. (This does not mean trips during the day to the store, church, appointments, etc.) Exceptions to this rule: *Immediate family only*, after registering at the office, will be permitted to stay in the home during (a) a *Medical Emergency when the resident is hospitalized*, (b) a *resident's final days*, (c) *the resident's funeral proceedings*, (d) *disposal of the resident's personal effects*.
3. **GUESTS' LENGTH OF VISIT** – Guests and/or family members are permitted overnight visits with a resident for a **maximum of 30 days per year**.
4. **ROOMMATES** - A full time homeowner who is living alone and who wishes to share his or her mobilehome with one other person may do so and a fee shall not be imposed for that person. The roommate shall:
 - Meet Park age requirements.
 - Be registered at the Park Office.
 - Sign a Sub-Occupant Agreement.
 - Make this mobilehome his/her full-time residence.
 - Provide proof of change of address within 30 days of moving in.
 - Have full access to all Park amenities and functions.
 - Comply with Park Rules and Regulations.

- When the Member is no longer occupying the home full time, the Roommate will have 30 days to vacate.

A breach of the governing documents by the Roommate will be deemed a breach of the governing documents by the Member and will subject the Roommate and Member to disciplinary action, including a possible loss of their Rights of Occupancy per the governing documents and bylaws.

5. **HOUSE & PET SITTERS** –

- (a) A maximum of two adults, both of whom are age 55 or older, are permitted to house and/or pet sit for **FULL-TIME** residents **ONLY** and for a specified period of time with **prior approval** of the Office Administrator. The **HOUSESITTER AGREEMENT** must be signed by both the resident(s) and the house sitter(s) and kept on file in the office prior to the beginning of the house sitter(s) stay.
- (b) House sitters are not permitted to bring guests or dependents with them.
- (c) If pet-sitting also, the house sitter(s) may not bring another pet.
- (d) House sitters have no rights of tenancy in the Park and are not permitted to use the facilities, without prior approval.

6. **HEALTHCARE & SUPPORT PROVIDERS (BUSINESS EMPLOYEES)** –

- (a) A senior homeowner may share his or her mobilehome with any person over 18 years of age if that person is providing live-in health care or live-in supportive care to the homeowner pursuant to a written treatment plan prepared by the homeowner's physician.
- (b) Individuals providing health or supportive care to a resident, over a period of time or at regular intervals, are **business employees** and must be registered at the office. Business employees have no rights of tenancy in the Park and are not permitted to use the facilities unless accompanied by the resident. Any agreement between the homeowner and the employee shall not change the terms and conditions of the agreement between STMOA and the homeowner.
- (c) A medical doctor's letter of explanation (on the doctor's letterhead) is required along with the **LIVE-IN HEALTHCARE & SUPPORT PROVIDER AGREEMENT** signed by both the resident/patient and the Provider. Both of these documents **must be kept on file in the office and RENEWED EVERY SIX (6) MONTHS prior to the beginning of the next six (6) months.**
- (d) Healthcare and/or Support Providers are permitted to remain in the residence during overnight absences by the resident/patient, with approval from Office Administrator.
- (e) Health and/or Support Providers are not permitted to remain in the home upon the occasion of the patient's death.
- (f) Healthcare & Support Providers (live-in or otherwise) are not permitted to bring their guests, dependents or pets with them.

SECTION 3. GENERAL CONDITIONS

1. A resident is permitted to own only one membership and only one home in the Park except when a resident buys another home in the Park for the purpose of moving as described in Section 6-F. (In-Park Sales and Transfers)
2. This is an over 55 senior park for principal residence purposes only; no commercial activity is allowed in the Park. Prospective buying and selling of membership interests is not allowed and will be met by strong opposition from the Sunrise Terrace Mobilehome Owners Association, including injunctive relief and/or breach of contract action in the San Luis Obispo County Superior Court, if necessary. This Park prohibits anyone from dealing in memberships. A dealer is a person or entity who buys or sells more than two (2) homes in the Park within a two (2) year period.
3. Sunrise Terrace is a smoke-free community. This includes all common areas, both inside and outside, within the Community.
4. The proper mailing address for residents shall be their house number and street name. Do not use the Park address for any personal mail.
5. All residents should display a park static cling decal on the lower rear window of the vehicle.
6. The Park provides a mail tube (under the mailbox) for each space. Use of this tube is restricted to the Office Administrator, Park business and Recreation Club activities.
7. When you expect to be away from the Park for any length of time, arrangements must be made to have your mail handled, newspapers or other debris removed and landscaping maintained.
8. Residents are responsible for their guests complying with the *Rules & Regulations* as well as those posted at the facilities. All guest violations shall be considered a violation by the resident and may result in the resident's loss of privilege. Any damage caused by a resident or his/her guests must be reported to the Office Administrator. Such resident, at the discretion of the Office Administrator, may be required to pay for the damage.
9. Additional rules and regulations are contained in the **Architectural Guidelines, Member's Occupancy Agreement** or the **Non-member's Mobilehome Park Rental Agreement** and are incorporated herein by reference.
10. ***Bicycles are permitted for use by residents and by guests who are ACCOMPANIED and SUPERVISED by a resident at all times.*** ATV's, skateboards, rollerblades, conventional skates, push-type scooters, motorized scooters, etc. may not be used in the Park.
11. The front island may not be used as a play area because of surface electrical conduits.
12. Use of open fire pits is prohibited.
13. **SPRAY PAINTING: Absolutely no outside spray painting of any type shall be permitted.**
14. **OIL/CHEMICAL DISPOSAL**: There shall be **absolutely no dumping of oil or any chemical within the Park**. This includes, but is not limited to, paint, thinners, primers, or cleaning compounds. Do not place these materials at the curb for regular collection. Contact the garbage company for recycle or disposal information.

15. **Gate Codes:** All residents in the Park will be issued a gate remote key for entrance into the Park. Each key has a four-digit personal code which residents may give to their family and close friends. A vendor code is also available for recurring services such as gardeners, housekeepers, etc., but is to be used for those services only. Separate, one-time-only codes will be issued by the Office Administrator for special events and will be operative for that event only.

SECTION 4. USE OF FACILITIES

4 - A. GENERAL RULES

1. All Park facilities and equipment are for the **exclusive** use of residents and their accompanied guests (except where otherwise explained) and **ARE USED AT THE RISK OF THE USER.**
2. The right to use Park equipment and facilities shall not be abused and that use shall not interfere with the use by others.
3. Recreational facilities are available to residents between the hours of 8:00 a.m. and 9:00 p.m.
4. The BBQ Pit may be **RESERVED** for use by residents. The resident requesting use shall:
 - Certify that a resident skilled in the operation and use of the BBQ will take responsibility for laying and tending the fire until it is extinguished.
 - Provide their own firewood or pay \$75.00 for use of the Park's firewood.
 - Be responsible for cleaning the grates once the pit has cooled (usually 24 – 48 hours after use).
5. **Guests must be accompanied by a Sunrise Terrace resident at all facilities at all times.** Rules governing the use of common areas are posted at each facility and may be amended as needed.

4 - B. CLUBHOUSE/PAVILION/ACTIVITY CENTER

1. The Clubhouse (Hyatt Hall), Pavilion, Activity Center (Street Side Room and Terrace Room) are hereafter referred to collectively as the 'Multi-Purpose Rooms.' Unless reference is made to one specific facility, the term 'Multi-Purpose Rooms' will apply to all locations.
2. The Multi-Purpose Rooms are available for Recreation Club events and meetings, Park meetings, Park organized clubs, and for Members/Residents to host, organize, and supervise private events for family and guests.
 - a. ***Residents are not permitted to reserve the use of the Multi-Purpose Rooms to accommodate requests for non-residents wanting to host their own private event, even when the non-resident is a family member of a Sunrise Terrace resident.***
 - b. The Multi-Purpose Rooms are not available for use by community organizations or non-Sunrise Terrace groups. These include school groups, church groups, youth groups, political groups, and fraternal organizations, unless approved by the Board of Directors. All requests for use must be submitted to the Office Administrator.
 - c. With the exception of the restrooms, no other area of the Clubhouse or Park, including all facilities, may be used by anyone attending an event unless accompanied by a resident/member.
3. Reservations for the Multi-purpose Rooms:
 - a. The Sunrise Terrace Recreation Club has precedence to reserve the Multi-purpose Rooms.

- b. Applications to reserve the Multi-purpose Rooms must be submitted to the Corporate Office.
 - c. All reservation requests will be processed on a first-come, first-served basis, and will be reviewed, approved or disapproved by the Office Administrator.
 - d. Reservations may not be made more than one (1) year prior to the event.
4. The Multi-Purpose Rooms are open during the hours between 8:00 a.m. and 9:00 p.m.
 5. Hyatt Hall is designed to accommodate large groups. Groups of 24 or fewer persons should consider using either the Street Side Room or the Terrace Room.
 6. Clean up of all areas used after a party is the responsibility of the chairman, host or resident who made the reservation and must be done no later than Noon the following day. All trash is to be bagged and left for pickup at the curb in front of the Activity Center. **All facilities shall be left in the condition as found.**
 7. For classes or groups held in the Multi-Purpose Rooms, the majority of the participants must be residents of the Park. These classes must **NOT** be advertised in any public media with the Sunrise Terrace Corporate Office address; rather, a personal telephone number and verbal directions should be used.
 8. Individuals in bare feet, without shirts, or wearing bathing suits or other inappropriate clothing are not permitted in any Multi-Purpose Room.
 9. **Pool Tables** - Guests under 16 years of age are not permitted to use the pool tables. A resident must **ACCOMPANY** and **SUPERVISE** all guests playing pool.
 10. **Piano** – Guests under 16 years of age are not permitted to use the pianos. Arrangements should be made with Office Administrator to use the grand piano. The spinet piano is available for use by residents. A resident must **ACCOMPANY** and **SUPERVISE** any guest using the pianos. Food and drink are not permitted on/at either piano.
 11. Children in the Multi-Purpose Rooms **MUST BE ACCOMPANIED AND SUPERVISED BY A RESIDENT AT ALL TIMES.**
 12. All personal letters, notes, etc., shall be posted on the Community Bulletin Board only.
 13. No lighted decorative candles can be used in the Multi-Purpose Rooms at any time.
 14. No signs can be posted on any Multi-Purpose Room door except those posted by Office Administrator.

4 - C. FITNESS CENTER

1. The Fitness Center is for the use of residents and their guests only.
 - a. Guests using the Center must be at least 21 years of age.
 - b. Guests using the Center must be accompanied by a resident at all times.

- c. Guests using the Center must sign a Sunrise Terrace Waiver and Release Form found in the Fitness Center. The signed form must be deposited in the Resident's Drop Box in front of the Corporate Office prior to using the Center.
2. All persons using the fitness center shall do so in a manner respectful of all other users, i.e., maintain voices, TV, music at moderate levels.
3. Proper exercise attire is required. Warm-up suits, sweatpants, sweatshirts, shorts, T-shirts and athletic shoes are preferred. No street shoes or bathing suits allowed.
4. All persons using the Fitness Center do so at their own risk. Sunrise Terrace accepts no liability for injury, death or any loss of personal items or valuables associated with the use of the Fitness Center facilities. Users are encouraged to consult with a professional of their choosing to establish a personal workout program.
5. Health and Fitness information shall be posted on the bulletin board in the Fitness Room. Please see Office Administrator before posting or removing information on the board.
6. STMOA employees are permitted to use the Fitness Center during their off-duty hours. Spouses of employees are also authorized to use the facility, but only in the company of the employee. Employees may not bring guests into the facility.

4 - D. GOLF COURSE

1. The golf course and putting green are for residents and guests who must be **ACCOMPANIED and SUPERVISED** by a resident at all times.
2. Any damage to the course or surrounding properties is the ultimate responsibility of the resident.

4 - E. LAUNDRY

1. The laundry area and drying lines are located at the top of Sunrise Drive (249 Sunrise Drive) and are **FOR USE BY RESIDENTS ONLY**. The hours of use for the Laundry Room are from 8:00 am to 9:00 pm. A key to the Laundry Room may be checked out from the Park Office but must be returned the following day. The faucet on the outside of the Laundry Room is for the use of Park Maintenance only. It is not to be used for washing cars, boats, motor homes, and RVs.

4 - F. SHOWERS

1. Residents must **PERSONALLY ATTEND** children in the showers and dressing rooms at all times.

4 - G. SWIMMING POOL & SPA

1. Swimming pool hours for residents are 8:00 a.m. to 9:00 p.m. daily. During the months of November 1st thru March 1st the pool hours will be from 8:00 a.m. to 6 p.m.
2. **POOL HOURS FOR GUESTS:** 8:00 a.m. to 9:00 p.m. daily for guests 18 years of age and over. Guest hours for anyone under 18 are 11:00 a.m. to 4:00 p.m. daily at the pool only. Guests of any age must be **ACCOMPANIED and SUPERVISED** by a resident at all times, must be prepared

to show proof of age, and **must leave the pool, spa and shower areas entirely by 4:00 p.m., i.e., be outside of fenced area.**

3. Guests under 18 are not permitted to use the therapeutic spa.
4. California health rules require that everyone shower before entering the swimming pool or therapeutic spa. It is wise to consult a physician before using the therapeutic spa.
5. Running on the pool deck is forbidden. Boisterous behavior such as, *but not limited to*, jumping, diving, flipping, throwing another person, pushing another person and splashing water out of the pool will not be tolerated. Acceptable usage of the swimming area will be at the Office Administrator's or Night and Weekend Volunteer's discretion.
6. Glass objects, air mattresses, boogie boards, large balls, etc. are not permitted in the pool or in the pool area. Children may play with ***small*** pool toys only.
7. Cutoffs are not permitted in the pool or spa. Children of diaper age are not permitted in the pool without "Little Swimmers" – a leak-proof diaper product specifically for swimming pools.
8. There may be weather, maintenance or emergency conditions during which the Board must further restrict the use of the swimming pool or therapeutic spa. As much advance notice as possible will be given under such circumstances.
9. Individuals in bare feet without shirts or wearing bathing suits or other inappropriate clothing are not permitted in the Multi-Purpose Rooms or Fitness Center.

4 - H. HORSESHOES, BOCCE BALL

1. The horseshoe, & bocce ball courts are for the exclusive use of the residents and guests who must be **ACCOMPANIED and SUPERVISED** by a resident at all times.

4 - I. TENNIS/PICKLEBALL COURTS

1. The tennis/pickleball courts are for the exclusive use of the residents and guests who must be **ACCOMPANIED and SUPERVISED** by a resident at all times.
2. Organized tennis/pickleball clubs, under the direction of a resident, may use the courts. However, if residents arrive to play, they take precedence.

SECTION 5. VEHICLES

5 - A. OPERATION

1. The **speed limit in the Park is 20 miles-per-hour**. Vehicles must be operated carefully at all times. ***Pedestrians have the right of way at all times.***
2. Motorcycles, motor scooters, mopeds, dune buggies and similar vehicles are permitted in the Park ***on a conditional basis***. Such equipment must display a current license, be ridden in the most direct route to and from the home when entering and leaving the Park and be operated at a slow speed and in a quiet manner.
3. **All guests operating golf carts must be accompanied by a resident. No guests under the age of 16 are allowed to drive a golf cart on Sunrise Terrace streets even if accompanied by a resident.**
4. **In the interest of safety, it is advised that no resident or guest should stand on the back of a moving golf cart.**

5 - B. PARKING

1. All streets are designated as emergency access routes for fire, police and other vehicles. Title 25 prescribes all parking on Arcadia through Kingsbury must be on the mobilehome side of the street. Please inform your visitors and outside workers.
2. Conventional passenger vehicles (including golf carts, passenger cars, pickup trucks, limousines, and vans, including Class B converted vans) must be parked in carports and may not be parked anywhere else on the resident's lot. Vehicles parked in carports must not be parked in such a way as to extend over the street gutter. Residents and guests may park temporarily in the street. **OVERNIGHT STREET PARKING IS PROHIBITED.** All vehicles within the Park must have current registration tags. Any vehicle with expired registration tags is considered to be inoperable and in violation of Section 5-C.1.

Recreational vehicles may be parked on the street during the day for loading, unloading, and cleaning only. RV parking daily or regularly on any street is prohibited

3. Residents and guests that need to park in front of the Clubhouse overnight will need to display either the resident static cling decal in rear window of vehicle or a guest parking permit hanging from rearview mirror. Guest parking permits are available from the Office or from the Night and Weekend Volunteer.
4. Parking of utility trailers is not allowed in resident driveways. Utility trailers may be stored in the lower (inside) RV parking area when an available space is reserved through the Corporate Office (monthly charges apply). See also Section 5-D.
5. Vehicles marked 'For Sale' shall be parked only at resident's home or at the Clubhouse when using the facilities.

5 - C. REPAIR

1. Major repair, overhaul or modification of any vehicle within the Park is prohibited. No wrecked or inoperable vehicles shall be kept anywhere within the Park.
2. Minor maintenance, which includes changing oil, filters, fan belts and spark plugs, is permitted in the enclosed RV area. **UPON COMPLETION, ALL OIL AND/OR USED OR EXCESS PARTS MUST BE REMOVED FROM THE AREA AND DISPOSED OF PROPERLY.** Vehicles being repaired are not to remain in the RV area overnight.

5 - D. RECREATIONAL VEHICLES

1. Residents may rent only 1 RV space.
2. Only registered recreational vehicles or crafts shall be parked in designated RV storage areas. (Check with Office Administrator for available space and size.)
3. **Recreational vehicles of any type are never permitted to be parked overnight in driveways or the streets within the park. Limited Parking for guests (1 to 3 nights) will be allowed outside the gate on the entrance street coming into the park from Valley Road. Notify the Office Administrator in person, by phone, or with written notification left in the Resident's Drop Box, prior to parking vehicle.**
4. **NO OVERNIGHT OCCUPANCY OF RECREATIONAL VEHICLES IS ALLOWED in the Park or in recreational vehicles parked on the entrance street.**
5. All Recreational Vehicle owners who rent an RV space in the Park must provide a copy of the current vehicle registration annually for their recreational vehicle to be kept on file in the Park office. Failure to do so will result in loss of the RV space.
6. Only the resident paying the monthly RV space rent is permitted to park in that spot.
7. Vehicles parked in the RV spaces must be maintained in presentable and operable condition at all times.

5 - E. WASHING

1. **Only residents may wash their vehicles in the Park.** Please do not let excessive amounts of water run down the streets: hand-controlled nozzles are to be used.

SECTION 6. HOMES

6 - A. ALL HOMES

1. The combined total area of the mobilehome, and all accessory buildings and structures including, but not limited to awnings, stairways, ramps and storage cabinets, shall not exceed 75% of the lot. Patios and paved or concreted areas, and the area of accessory buildings or structures located under another accessory structure, such as a storage cabinet or porch under an awning or carport, are not included in the measurement of the occupied area.
2. Sunrise Terrace does not own nor maintain retaining walls on residents' lots. Retaining walls on residents' lots are the sole responsibility of the homeowner.
3. No structures, poles, trees or bushes on a lot may be higher than the top of the Mobilehome. On lateral streets, bushes/hedges may grow to 5 feet.
4. Residents must keep their homes and all accessory structures, including mailboxes, in good repair and condition. Mailboxes are to have clear access for the Post Office.
5. Park installed driveways from street front property line to 40 feet back and 12-foot width from mobilehome are park owned. Maintenance and repair of this area is the responsibility of the Park. Following maintenance and repair, driveways will be returned to their original condition. Residents are responsible for replacement of any cosmetic changes to the driveway. Sales contracts of homes with resident installed driveways or driveway modifications will be so notated.

6 - B. SALE OF HOMES AND/OR MEMBERSHIPS

1. Any transfer or change of ownership where the mobilehome remains in the park, the new title holder(s) or owner(s) (whether a purchaser, heir, devisee, grantee, successor, assignee, lien holder, registered owner, legal owner, or becomes owner, holder or title in any other manner) must purchase a Membership from the member/seller or from the Corporation if the seller is a non-member. The new title holder(s) or owner(s), whether purchasing from a member or a non-member, must be eligible and qualify for membership under Section 3.01 of the Corporation's By-Laws.
2. All prospective buyers must meet with and be approved by both the Office Administrator and a representative of the Board of Directors before closing. **No sale can be completed without this interview and approval.**
3. When a home is inherited, the heir/heirs must contact the Park office to begin paperwork for transfer of ownership within 60 days.
4. Before attempting to sell a membership and/or mobilehome, an "**Intent to Sell**" form must be filed with the Office Administrator.
5. The "**Intent to Sell**" must specify whether the owner intends to conduct the sale or is using the services of a third party. If the services of a third party will be used, that third party must be identified.

6. A “For Sale” sign shall not exceed 24-inches in width and 36-inches in height and may be placed in one window facing the street.
7. Realtor caravans will be permitted after office notification.
8. The Realtor or seller sponsored “Open House” is permitted.
 - (a) May advertise the location address in the newspaper.
 - (b) One sign on Valley Road.
 - (c) One sign at street corner on which house is located.
 - (d) One “Open House” sign in front of subject property during the showing.
 - (e) One “Open House” sign on Sunrise Dr. or Longden Dr. for showings on cross streets.
 - (f) Shall ONLY provide the resident’s personal gate code for open houses, and such code will NOT be advertised in any publication, including MLS. Disclosure of the general gate code used for yard maintenance, repair work, etc. shall NOT be disclosed in any form for purposes of a home sale. Disclosure of the general gate code will result in a fine and will be a condition of the sale.

6 - C. IN-PARK SALES & TRANSFERS

1. A resident may own only one Membership. If buying another home in the Park, the “current” home must be put on the market ***NO LATER THAN*** the acceptance of the offer on the “new” home. If the current home is to be “For Sale by Owner,” the resident must be an in-park, full-time resident and be available for a full-time sale effort. If the resident is a part-time, absentee resident, the current home must be listed with a real estate agent who will actively show and sell the property.
2. Contact the Office Administrator for the procedures that apply to in-park sales and transfers prior to placing an offer on the “new” home.

SECTION 7. OUTSIDE APPEARANCE & REGULATIONS

7 - A. GENERAL

1. Driveways, patios, open porches and decks must be kept clean and clear except for items of standard acceptance, such as patio furniture, potted plants, etc. **All other items must be in enclosed storage or screened from view.** Shed roofs must be kept clear.
2. Lath or green houses must be approved by the Architectural Committee.
3. Residents may display flags, pennants & windsocks from a bracket placed on their home. Flags shall not exceed 2.5 x 4 feet on a 5-foot flagpole or 3 x 5 feet on a 6-foot flagpole. The U.S. flag dimensions are exempt. None shall fly above the roof of a home. Proper flag etiquette is encouraged.
4. Political signage or messaging, including but not limited to flags, banners, pennants, and windsocks, relating to a candidate for election to public office, or to the initiative, referendum or recall process, is limited to one (1) display per site. The size of the face of the political signage or messaging may not exceed six (6) square feet. Political signage or messaging may be displayed 90 days prior to an election to 15 days following the election.
5. No personal signage, e.g., no trespassing, do not touch, advertisements etc., except political and real estate signage, is permitted on property.
6. Towels, rugs, wearing apparel, laundry, bedding, etc. of any description may not be hung outside of any home at any time.
7. No liquefied petroleum gas vessel shall be kept inside any storage cabinet, cabana, awning, carport, mobilehome, or any other structure as stated in the California Code of Regulations, Title 25. Gas BBQ grills and outdoor propane patio heaters are the exceptions.

7 - B. LANDSCAPE MAINTENANCE

1. New home landscaping shall be started within 6 months of new home completion and finished within 12 months of new home completion.
2. Park Trees are maintained by Park personnel only. If a resident wishes a Park tree to be trimmed, etc., please contact the Office Administrator.
3. Due to the potential for root interference with underground utilities, and especially gas lines, trees are not permitted to be planted in backyards or in either side yard behind the utility riser. Only trees that can be maintained no taller than the height of the home are permitted to be planted elsewhere on lots. Any trees or other plants believed to have root systems that interfere with underground utilities are subject to removal by the Park at the resident's expense. Tree stumps are not to be removed.
4. Trees shall not be allowed to grow in such a manner as to become a substantial nuisance, danger to neighbors, be higher than your mobile home rooftop, brush against adjoining mobile homes, or prevent easy access to mailboxes. (This rule will only be enforced when a written and signed complaint is made by the Office Administrator, Maintenance Manager or Park resident.) Park trees are exempt from height limitations. Shrubs, vines, etc. shall be allowed to grow no higher than the carport.

5. Mobilehome lots shall be landscaped with rock, grass, ground cover, shrubs or similar plantings.
6. The appearance and maintenance of each lot is the sole responsibility of the owner. After a 14-day notice to comply, **lots not adequately maintained by the homeowner shall be corrected by the Park with a maintenance fee billed to the owner.**
6. Pampas grass, English/Algerian ivy (*Hedera helix* L) and coyote bushes (*Baccharis*) will not be planted in the Park. Existing plants must be removed or controlled.
7. When you plan to be away from the Park for any length of time, arrangements must be made to have your yard watered and weeded.

7 - C. SPRINKLERS/WATER CONSERVATION

1. In order to prevent moisture damage to a neighbor's home, the following shall apply: Sprinklers or any other water running into the street must be properly adjusted or replaced and must direct water away from your neighbor's property. If water is running in the street and/or onto a neighbor's property, the Association reserves the right to enter the owner's property to adjust or turn off the water.
2. Water may not be used in a way that causes excessive runoff.
3. Water may not be used to clean driveways, patios, parking lots, sidewalks and streets. (Power washing is an exception).
4. **Irrigation will not be allowed between 10:00 a.m. & 4:00 p.m.** (Hand watering is an exception).
5. The Park and all residents will conform to any water conservations measures adopted by the City of Arroyo Grande.

7 - D. TRASH

1. Trash containers must be kept out of sight. Trash containers shall be placed in the street Tuesday evening or as early as possible Wednesday morning (pick-up day).
2. Trash burning in the Park is prohibited.

SECTION 8. PERSONAL BUSINESS IN PARK

8 - A. GENERAL

1. Residents may not use their home or premises in the Park to conduct any business that would generate additional traffic. Use of a resident's home or space as a "Home Office" for passive purposes may be permitted, provided it is not a nuisance to neighbors. Business signs may not be displayed on resident's home or space.
2. The Park's name, address or telephone number is not to be used for the advertising or conducting of any personal undertaking, business or profession, or similar activity.
3. The Park telephone directory shall not be used for any business, mailing list or soliciting purposes.

8 - B. ESTATE SALES & MOVING SALES

1. Estate or moving sales will be permitted only when pre-approved by the Office Administrator via an Estate/Moving Sale Request Form. The sale must be conducted by the resident, trustee, surviving family member and/or approved designee. This person is responsible for the sale, must be available by phone before and during the sale, and must be in attendance throughout the sale to resolve any issue that may arise. Failure to do so may result in termination of the sale by the Office Administrator, the Night and Weekend Volunteer, or an STMOA Director. The person responsible for the sale may, with approval of the Office Administrator, use a professional sales organization to assist with the sale. Only items from the residence will be included in the sale. The professional has no standing with the Park and shall communicate with the Park through the person responsible for the sale. These requirements include on-line auctions as well as in-person sales.
2. Sale notification flyers, if distributed to Park residents, shall be placed under the rock on the back steps/porch. Do not put flyers in mailbox or tube. Flyer distribution route maps are available in the corporation office. It is prohibited to use the Park name or address, the Park gate access code, or the street address of the sale in any media ad. Only the phone number of the person responsible for the sale may be advertised. No signs or flyers advertising the sale shall be posted outside the Park/front gate or otherwise distribute. On-line Estate Sales may include pictures and prices of items but shall not include pictures of STMOA or residences.
3. The sale will last for a maximum of 3 consecutive days – day 1 will be for Park residents only and days 2 and 3 may be open to the public with sale ads and attendance controlled in accordance with these Rules and Regulations. On-line Estate Sales shall identify a maximum of 2 consecutive days for pick-up of items. Pick-up is limited to 8AM to 6PM for those 2 days. A special gate code will be created by the Office Administrator that will work only on the days and during the times of the sale. **Approved sale days and times will be adhered to and strictly enforced.**
4. **Sale attendance by non-residents and all associated traffic must be strictly controlled.** Cars must not block driveways or access to side streets. Parking restrictions may be necessary to prevent traffic congestion in the vicinity of the sale. (Title 25 restricts parking to the home-side of the street on Arcadia through Kingsbury.) The person in charge of the sale must provide a traffic control person at the Park entrance during the sale and that person shall limit the number of cars

with non-resident sale attendees to 10 cars at any given time. That person will use the special gate access code provided for the sale and shall permit access only on the days and during the times approved by the Office Administrator and shown on the agreement.

5. Within 48 hours of sale completion, the exterior of the sale property will be completely clear of any evidence that a sale has taken place...i.e., no leftover sale items, trash or other debris shall be visible outside of the home (this includes dumpsters, roll-offs, etc., unless the 48-hour limit is specifically extended by the Office Administrator).

8 - C. GARAGE, PATIO OR YARD SALES

1. No “garage, patio or yard” sales are permitted. These rules will be strictly enforced.

SECTION 9. PETS

1. A **PET** is defined as a dog or cat.
2. Two small pets (maximum of 25 pounds each) or one (1) pet that does not exceed 40 pounds in weight, per home are permitted only after inspection of pets and with permission of the Office Administrator. Service animals are included in the two-pet maximum limit per home. **Such permission may be revoked at any time for violation of these rules and regulations, or if the pets in any way interfere with the enjoyment of the Park by other residents.**
3. Pets in excess of 40 pounds belonging to guests/visitors to Sunrise Terrace must be kept on the resident
4. Pets are not permitted in Park buildings or any recreational areas.
5. Pets must be kept within the boundaries of the resident's lot and the lot must be kept clean of droppings.
6. Pets may be exercised in the dog run located in back of the tennis courts. The dog run is for the use of dogs weighing 40 pounds or less.
7. Pets are permitted to walk throughout the Park following these guidelines:
 - Pets will be on a leash at all times
 - Pets will be walked in street, near curb or on sidewalk
 - Pets will not be permitted on another resident's property or in common areas (other than the dog park)
 - Pet behavior will be controlled...no barking, biting or jumping on residents
 - Pet "potty business" is allowed at the Dog Park...not in other common areas, streets, curbs, sidewalks or other areas, and
 - Pet accidents will be immediately cleaned up by owner.
 - It is imperative that pet owners monitor themselves and each other and all residents are encouraged to report violations to the Office Administrator. Good neighbors will also advise pet owners when violations are noted and reported.
8. Barking must be kept to a level as to not disturb or wake the neighbors
9. All dogs must have a County Dog License.
10. **Do not feed stray animals.**
11. Cats must be neutered and kept within the boundaries of residents' lot.
12. Pets are not to be left unattended in the Dog Park.
13. Dog handlers must be at least 16 years of age.
14. Dogs in heat and dogs known to be sick are prohibited from exercising in the dog run.
15. It is the responsibility of the individual (resident and guest) to be familiar with the rules governing pet conduct and Dog Park rules.

SECTION 10. QUIET AND SAFE ENJOYMENT

10 - A. GENERAL

1. Obnoxious or offensive activities are prohibited including but not limited to, harassment of, or giving orders or unreasonable suggestions or demands to, any Park and/or Corporate employee, officer or Board member.
2. Homeowners shall maintain radios, record players, stereos, television sets, wind chimes, voices, etc. at moderate levels, particularly between the hours of 9:00 p.m. and 8:00 a.m. Use of power tools and lawnmowers is restricted to the hours between 8:00 a.m. and 6:00 p.m., Monday through Saturday, and 10 a.m. to 6 p.m. on Sunday
3. Contractors may work only between the hours of 8:00 a.m. and 6:00 p.m. Equipment and power tools creating excessive noise are prohibited on Sunday without prior permission from the Office Administrator, or unless the situation is an emergency.
4. Incendiaries, fireworks, firearms, BB guns, bows & arrows, slingshots, Frisbees, etc. are prohibited from use anywhere in the Park.
5. Trespassing through other home sites is prohibited.

10 - B. SOLICITORS

1. Solicitors, vendors, peddlers, etc. are not permitted in the Park. Residents should immediately notify the **Arroyo Grande Police at 805-473-5100.**

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