

# SUN CITY HERMOSA C.C.C.

## RULES & REGULATIONS

The following are some of the regulations ("Rules") governing the use of property and the conduct and obligations of persons living in Sun City Hermosa. These Rules are derived from provisions found in the Amended and Restated Declaration of Restrictions for Sun City Hermosa ("Declaration"). Not all of the regulations found in the Declaration are included in these Rules. Many of the Rules are abbreviated and set forth in simplified language in an attempt to avoid the "legalese" of the Declaration. However, the language of the Declaration is controlling. The applicable section(s) of the Declaration appear in brackets [ ].

Because the Declaration is a recorded document, all owners and residents, including renters, are obligated to comply with the Rules. This obligation exists whether or not the person has received, seen, read or signed-for the document when it was purchased or moved into, and whether or not they have read the document. Legally the owner/renter is deemed to have agreed to the Rules by purchasing or moving into the home. The Covenant Control Committee ("Committee") not only has the power to enforce the provisions, it has the obligation to do so. Violators must pay the attorney fees and costs incurred by the Committee in enforcing the Rules. By making owners/renters aware of the more important regulations, the Committee hopes to achieve voluntary compliance and reduce inadvertent violations.

### I. USE RESTRICTIONS

A. **Sun City Hermosa is a senior citizen housing development.** With very few exceptions, this means that at least one occupant of every home must be at least 55 years of age and all other residents must be at least 45 years of age. [9.2]

1. Guests under age 45 may visit overnight in a home for a maximum of 60 days, whether consecutive or non-consecutive, in any calendar year. [9.2.4]
2. Documentary proof of the ages of all residents is required to be submitted to the Committee upon a resident first moving into a home and approximately every two (2) years thereafter. [9.2.6]
3. No babysitting for compensation, or on a regular basis, is permitted. [9.2.7]
4. Renting of homes is permitted, but the Rules regarding age, submission of the Age Verification Form, and all other Rules apply to renters. [9.3]
5. All For Sale, For Lease and For Rent signage must include "55+ Senior Community" on the sign.

B. **The maximum number of permanent residents in a home is three (3),** all of whom must be either senior citizens or "qualified permanent residents" under the age restriction provisions. [9.1]

- C. **Homes may not be modified to increase the number of bedrooms in the home.** [9.1]
- D. **No changes to the outside of the home or lot (including painting the home a different color) can be made without first obtaining written permission from the Committee.** This includes patio cover, awnings and satellite dishes. [9.16] Keep in mind that the Declaration requires that the exterior design and color of connecting homes must match – including roofs, garage doors, color and trim. **WHEN IN DOUBT – ASK!** [9.10]
- E. **Activities that disturb, annoy or are offensive to other residents are prohibited.** If your neighbors can hear, see or smell activities coming from your home or lot, this Rule may be applicable. This Rule means there should be no loud noises that can be heard outside your home and that your home and lot should be kept in a neat and orderly condition. Common examples of violations of this Rule include playing the radio or TV loudly or late at night, not maintaining air conditioning equipment, not keeping the yard free of weeds and trash, and not immediately picking up pet waste. [9.5]
- F. **There is a limit on the number of Dogs and Cats you may keep.** You can have a maximum of one (1) dog and one (1) cat; or two (2) dogs and no cats, or two (2) cats and no dogs. There are also limits on other animals. [9.14]
1. When off of your property, dogs must be on a leash.
  2. If the Committee determines that an animal is a nuisance (i.e., constantly barking or has bitten people) the Committee can order the animal be removed from the development.
- G. **No signs, banners or flags are permitted,** except: (i) U.S. Flags (but freestanding flag poles are not allowed); (ii) a sign of ordinary size that the house is for sale or lease, (iii) house numbers, Neighborhood Watch and alarm/security company signs, (iv) political signs of not more than 9 square feet each and holiday decorations for a reasonable period of time before elections and before and after holidays. [9.7]
- H. **Garages must be available for the parking of your vehicle. Garages cannot be used or converted into a living space.** Garages may be used for storage only if the stored materials do not prevent the parking of your car in the garage. [9.13]
- I. **Trash Containers must be kept and stored out of sight.** Trash and trash containers must be stored in the garage or in other locations on your lot NOT visible from the street or by your neighbors. Trash and recycling containers may be put out for collection not earlier than 3:00 p.m. the day prior to collection and must be returned to their stored location by sundown of the day of collection. If your trash container is too large to meet storage requirements, a smaller (64 gal) container is available from Waste Management (800-423-9986). [9.15]

- J. **No business or commercial activity may be conducted on a lot or in a home that can be seen, heard or smelled from anywhere off of the lot.** That means no business signs, no employees or customers coming or going from the home, no commercial vehicles stored or going to and from the business in the home, no excessive amount of package deliveries, etc. [9.4]
- K. **Garage Sale Limitation.** No more than tow (2) garage/estate/yard sales are permitted per year (not including Committee-sponsored sales). No garage sale can last longer than two days. Signs cannot be posted more than 48 hours before the start of the sale and must be removed immediately after the sale concludes. Garage sale signs may not be posted in the yards of other homes without the owner's consent. [9.8]

II. MAINTENANCE OF HOMES AND LOTS

- A. **Each owner must maintain and repair their home and lot in a neat, sanitary and attractive condition at their own expense.** The Committee does not do maintenance or repair – but it can force owners to do such maintenance and repair. If the Committee must take action to compel an owner to maintain their property, the Owner is responsible both for the costs of such maintenance and repair, plus all costs which the Committee incurred in having the Owner take action, including any attorney fees and court costs. [4]
- B. **Each owner must maintain the landscaping on their lot in a neat and clean condition and keep it free of weeds.** Landscaping cannot block the view of traffic at street corners or otherwise be a safety hazard. The lot must be kept free of insects and plant diseases. [8,9.12, 9.15]

- III. ASSESSMENTS. **Owners of lots are required to pay money for the operation of the Committee ("Assessment").** The Assessment is due on January 1<sup>st</sup> of each year. The Committee determines the amount of the Assessment each year based upon its estimate of its expenses for the upcoming year and gives each Owner a notice of the amount that will be due, usually in November. Assessments are delinquent if not paid by January 30<sup>th</sup> and a \$10.00 late fee is due if payment is not received by that date. Interest on delinquent amounts accrues at 10% per year. The Committee has the ability to file a lien and foreclose against your property if the Assessment is not paid. [3.1–3.4]

- IV. INSURANCE. **Each Owner must maintain insurance on their own home and lot.** The Committee does not carry insurance protecting lots or homes. [6.1] If a home is damaged or destroyed, the Owner is required to promptly repair or rebuild. [5] People who rent should purchase "Renter's Insurance" because the insurance carried by the Owner does not insure a tenant's furniture, clothing or other personal property.

To inquire about any of these Rules & Regulations, contact the management company:

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