

**SUMMERSET AT
BRENTWOOD II
ASSOCIATION**

**OPERATING
RULES**

December 2025

Updated: Rule 6.3, 6.4, 6.6

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SUMMERSET AT BRENTWOOD II

RULE 1.1 OUTLINE OF ORGANIZATION

Summerset at Brentwood II Association (“Association”) is a common interest development (“CID”). The Articles of Incorporation, the Declaration of Covenants Conditions, and Restrictions (“CC&Rs”), the Bylaws, and the Operating Rules (“Rules”) form the Governing Documents of the Association.

1. The **Articles of Incorporation (“Articles”)** identify the corporation as an association formed to manage the CID (a residential development with common areas) under the Davis-Sterling Common Interest Development Act. The Articles include basic information about the corporation and serve as a primary source of authority for its future organization and business functions.
2. The **Declaration of Covenants, Conditions and Restrictions (CC&Rs)** includes the legal description of the CID, a statement that the CID is a planned senior housing development that qualifies as a senior community, the restrictions on the use or enjoyment of property, the rights and obligations of the membership (“Owners”), Member/Association maintenance duties, etc.
3. The **Bylaws** establish policies and procedures for the governing of the Association. They set qualifications for the election of Directors, their number and term of office, their powers and duties, the appointment of officers, when and how meetings are held, quorum and voting requirements, appointment of committees, etc.
4. The **Operating Rules (Rules)** are additional regulations adopted by the Board that apply generally to the management and operation of the CID, the conduct of the business, and the affairs of the Association. Rules further support the purpose of the Association such as the personal conduct of Owners, residents, and guests and to ensure consistent aesthetics to maintain property values. In the event of contradiction, the Bylaws and CC&Rs take precedence over the Rules. Rules must be reasonable (not arbitrary, not violate public policy, or impose a burden that outweighs any benefit).
5. The Board, subject to limitations in California laws and in the Governing Documents and vested with the powers of the Corporation, shall manage the Association’s business and affairs. The Board shall consist of five (5) Directors elected by Owners at the annual membership meeting. The Board shall elect a President, Vice President, Secretary, Treasurer, and Director of Operations.
6. 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 interact with Owners. An agreement between the Association and Manager shall outline the Manager’s duties and responsibilities.
7. The Association shall employ an Office Administrator (“Office Admin”) reporting to the Board, who shall manage the on-site office, arrange, organize, and promote various recreational and entertainment activities.
8. The Board shall appoint Owners to Standing Committees. Committee members serve at the pleasure of the Board in an advisory capacity. Responsibilities are outlined in the Governing Documents or as delegated by the Board. Any Owner may volunteer/recommend Owners for Standing Committees. Current Committee members may provide input to the Board. The Secretary will notify volunteers if they have or

have not been selected for the Committee. The Board will appoint new Standing Committee members at the next regularly scheduled Board meeting. Should a vacancy occur on a Standing Committee, the remaining members shall continue to function as a committee until additional members can be appointed by the Board.

9. Standing Committee Structure


- A. Committees shall consist of at least three (3) but no more than five (5) Owners plus a Director who shall serve as a liaison except for the Nominating and Elections Committee where a Director serves as Chair, not liaison.
- B. Owners must live in Summerset II
- C. Owners must be in good standing.
- D. Committee members must have been an Owner for at least one year
- E. Other than Directors, Owners shall not serve on more than two Standing Committees.
- F. The Chair may be selected by the Committee or the Board.
- G. Member terms are three (3) years and may be extended on a yearly basis if there are no interested Owners on the Interest list. Extensions are for a full one (1) year term unless members resign prior to the end of their term.

10. Ad hoc committees are temporary committees established by the Board to address a specific issue. The Board shall appoint at least three (3) Owners to ad hoc Committees. Any Owner may volunteer for, or recommend, Owners for ad hoc Committees. Members serve at the pleasure of the Board in an advisory capacity. The Secretary will notify volunteers if they have or have not been selected, and the Board will appoint new ad hoc committee members at the next regularly scheduled board meeting. Ad hoc committees are of limited size and duration, automatically dissolve when the duty assigned to them is accomplished, whenever a new or partial board is elected, (except when the committee is tasked with researching an issue where the research extends into the term of the next Board), or unless the Board assigns additional projects.

This Rule 1.1 Outline of Organization shall be effective on the date of adoption, shall supersede any previous Rule 1.1 and shall remain in effect until modified by the Board of Directors.

I, Sheldon W. Helms, am the Secretary of the Summerset at Brentwood II Association and certify that this Rule was duly adopted by the Board of Directors and

came into effect on 9/11/24.



(Secretary signature)

9/11/24

(Date)

SUMMERSET AT BRENTWOOD II
RULE 1.2 BOARD ADVISORY COMMITTEE

PURPOSE

The purpose of the Board Advisory Committee (“BAC”) is to review Operating Rules (“Rules”) and recommend amendments to meet the needs of our changing community.

STRUCTURE

Refer to Rule 1.1 for the structure of all Standing Committees.

DUTIES AND RESPONSIBILITIES

- A. The BAC acts at the direction of the Board.
- B. At the request of the Board, draft proposed amendments to Rules, propose/write new Rules, and make recommendations for repealing Rules to comply with legislation and governing documents.
- C. Ensure Rules comply with or do not conflict with our Governing Documents or legislation.
- D. A Committee member shall record minutes at each meeting.
- E. The chairperson will provide written findings and recommendations to the Board.

AUTHORITY

- A. The BAC reports to the Board.
- B. The committee must obtain prior Board approval before incurring any expense.

This Rule 1.2 Board Advisory Committee shall be effective on the date of adoption, shall supersede any previous Rule 1.2 and shall remain in effect until modified by the Board of Directors.

I, Sheldon W. Helms, am the Secretary of the Summerset at
Print Name

Brentwood II Association and certify that this Rule was duly adopted by the Board of Directors and

came into effect on 8/14/24 (date).



(Secretary signature)

8/14/24

(Date)

SUMMERSET AT BRENTWOOD II
RULE 1.3 AUTHORIZED CLUBS

1. The Association shall promote and encourage owners, and residents, who share common interests, to form clubs for social, recreational, educational, cultural, entertainment, and/ or adult service purposes in the community. Clubs are authorized by the Board.
2. To qualify as an "Authorized Club" the club must have at least 5 members and the purpose of the club must be social, recreational, educational, cultural, entertainment and/or adult service and shall not be for any business or commercial purpose.
3. In order to become an Authorized Club," a club that satisfies the requirements specified in this Rule, shall submit an application to the Activities Director. The application shall include the name of the club, contact information, the purpose of the club and nature of meeting activities, the desired location and frequency of meetings within Summerset II, the number of members, and a membership roster giving the names and addresses of all members. Each club is responsible to maintain current membership records.
4. The Activities Director shall maintain a current binder/file of all currently Authorized Clubs including a primary point of contact.
5. Authorized Clubs shall be entitled to preferential access, equitably with other Authorized Clubs, for the use of Association meeting and recreational facilities, subject to the rules in effect for use of Association facilities, including any rules concerning the use of Association facilities for fund-raising events, and subject to the suitability of Association facilities for the activities of the club.
6. All authorized clubs shall be subject to an annual review.
7. Club membership shall be restricted to Summerset 1,2,3 and Orchards' residents only. Chairperson shall be a Summerset II homeowner.
8. An Authorized Club shall interface with the Board Advisory Committee, the Activities Director and other Association Clubs.
9. Each club shall be solely responsible for establishing its own organization and internal management structure (i.e. Officers and Bylaws, insurance if any, and all financial arrangements, including dues, bank accounts etc.), all separate from Association and in the name of the club. The Board has oversight responsibilities for all club activities with the exception of club finances or internal governance.
10. Application for an Authorized Club is available at the Summerset II office or website.

I, **Michael J. Quinn**, the Secretary of the Summerset at Brentwood II Association, certify that these rules were duly adopted by the Boad of Directors of the Association and came into effect on August 9, 2023.



Signature

8/9/2023 Date

SUMMERSET AT BRENTWOOD II

RULE 1.4 BOARD OF DIRECTORS AND MEMBERSHIP

1. Association Board of Directors Meetings

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. Special, Emergency, and Executive session Board meetings also may be called by the President or any two Directors other than the President. Appropriate notice to Directors and Members of all Board meetings shall be made in accordance with the Association's Bylaws.

- A. 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 Association business to be heard by the Board. The President shall preside as chairperson at Board meetings and, if absent, the Vice President shall act in place of the President.
- B. 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 Association files. Minutes of Regular, Special and Emergency meetings shall be available to all members within thirty (30) days following the meeting.
- C. Board meetings shall be conducted under a recognized system of parliamentary procedure (see Exhibit attached to this Rule). The meeting agenda shall be the responsibility of the Board with agenda items presented no later than ten (10) days prior to the meeting. Once the agenda is presented at the meeting, only a Director shall change, add or delete an agenda item. A Director must be in attendance at the meeting to cast a vote; absentee proxy voting by Directors shall not be permitted.
- 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. At Member disciplinary hearings (in Executive session), the Board shall arrange and prepare minutes, state the reasons 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 majority vote. A written notice of the Board's decision shall be given to interested parties. All related documents shall be placed in the Member's lot file.

2. Association Membership Meetings

The annual meeting of Members shall be held in September each year, with the specific date and time determined by the board. 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. Special membership meetings also may be scheduled in accordance with the Association's Bylaws. Parliamentary procedure also shall apply at membership meetings.

Approved by the Board of Directors: November 1, 1999 Louise Hackett, Secretary

Reviewed and reissued without content modification by the Board of Directors: March, 2013

SUMMERSET AT BRENTWOOD II

RULE 1.4 BOARD OF DIRECTORS AND MEMBERSHIP – EXHIBIT A SUMMARY OF BASIC PARLIAMENTARY PROCEDURE

1. General

Roberts Rules of Order, a parliamentary system of rules and procedures first published many years ago, has evolved into the standard method of conducting business at organizational meetings. These rules and procedures, in their pure form, can be very precise and complex. In abbreviated form and with some common sense flexibility, *they* may be used in a more understandable manner to satisfy the needs of the meeting. In any case, the objective of parliamentary procedure is to conduct an orderly and timely meeting, giving persons in attendance the opportunity to participate in the proceedings, and to protect and respect the rights of everyone including the opposition. The following paragraphs are intended to serve only a summary guide. A parliamentarian should be consulted in the event precise rules and procedures are necessary.

2. Order of Business

A meeting using parliamentary procedure usually follows a fixed order of business, with typical agenda items listed in the following sequence: Call to Order, Roll Call, Reading and Approval of Meeting Minutes, Officers' Reports, Committee reports, Special Business, Unfinished Business, New Business, Announcements, and Adjournment.

3. Types of Motions

There are four types of motions. Each has a specific purpose and relative priority. The order of precedence is privileged, subsidiary, and then main motions. Incidental motions have no order of precedence and must be decided as soon as they arise.

- A. Principle or Main Motions introduce the subject to the assembly for consideration. They cannot be made when *another* motion is before the assembly. Only one main motion may be considered at a time and must yield to privileged, subsidiary, or incidental motions.
- B. Subsidiary or Secondary Motions change or affect how the main motion is handled and they are voted on before the main, motion. These include motions: to amend, to refer to committee, to postpone, to limit, to extend or close debate, and to table.
- C. Privileged Motions are those most urgent and usually are a special or important matter not directly related to the main motion. These motions include: to recess, to adjourn at a fixed time, to complain about heat/cold/noise or other conditions, to question a breach of rules or conduct, to avoid an improper matter, etc.
- D. Incidental Motions raise questions of procedure that *relate* to other pending motions and must be resolved before a vote on the related motion. *These* motions include: to appeal the chair's decision, to suspend the rules, a point of order or parliamentary inquiry, to withdraw a motion, to divide a motion, verification of a vote, to reconsider a hasty action, etc.

4. Consideration of Motions

Generally, a motion is in order if it relates to the business at hand and is presented at the right time. It must not be obstructive, frivolous, or against Association Bylaws. Unless a "second" is made, which indicates another person would like to consider the motion, the motion will "die" for lack of a second. Once made, striking out, insertion, or both can amend most motions at once but changes must relate

to the main motion. In most cases, the motion and changes are debatable.

5. Presenting a Motion

The procedure is relatively simple; once general discussion is finished, and after being recognized by the chair, the presenter should state the motion affirmatively in clear and concise terms avoiding personalities, innuendo, and irrelevancies by proposing a position or action on an issue with the introduction "I move that..." Another person may agree by saying "I second." The chair will say "It is moved and seconded that we..." and debate may begin. The motion is now assembly property and comments are addressed to the chair. The presenter is allowed to speak first, then followed by others, and lastly by the presenter again. The chair decides the number of times and length of time each person may speak, then closes discussion, and asks, "Are you ready for the question?" If agreed, a vote is taken.

6. Voting on a Motion

There are essentially five (5) ways to vote on a motion: by voice, show of hands, roll call, written ballot, or general consent. A voice or roll call vote is used when a simple majority is required; those in favor saying "aye or yes," those opposed "no." Roll call voting is used to record the vote of each person and written ballot is used when secrecy is desired. General consent is used when the motion is unlikely to be opposed. The last motion stated by the chair is the first voted on, the main motion is always the last voted on. Postponement includes two types of motions: to table or to postpone. A motion to table often is used to "kill" a motion and a motion to postpone disposes the motion without making a decision. Either may be brought forward again when a motion to reconsider is passed.

7. Association Board of Directors Meetings

The Association President shall preside as the chairperson at all Board meetings. Members may attend and participate in discussions during open Board meetings subject to reasonable time limits and under procedures established by the Board. Members may attend Executive (closed) Board meetings only by invitation from the Board. Only Directors may make motions, second, and vote on motions during Board meetings. Voting by Directors shall be in accordance with the Project Documents.

8. Association Membership Meetings

At membership meetings, the Association President shall preside as chairperson 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. The primary business during the annual September membership meeting is to elect new Directors to the Association Board to replace Directors whose terms have expired. Voting by Members on issues requiring either a majority vote or a specified percentage vote, in each case, shall be in accordance with the Project Documents.

SUMMERSET AT BRENTWOOD II

RULE 1.5 NOMINATING AND ELECTION COMMITTEE

1. The nominating committee, authorized under Bylaws paragraph 5.4.1, shall be renamed the Nominating and Election Committee and shall become a standing committee reporting to the Board of Directors.
2. The Committee's primary purpose shall be to nominate candidates for election to the Board of Directors at the annual membership meeting in order to replace those Directors whose terms are scheduled to expire. The Committee also shall nominate candidates, for appointment by the Board, to fill the remaining portion of an elected or appointed Director's term vacated due to death, removal, or resignation.
3. The Committee also shall review standards and controls to ensure nominations, elections and advisory ballot measures, are conducted in an orderly and impartial, manner, including secret balloting if required. The Committee shall recommend to the Board any procedural improvements that should be considered at future elections.
4. The Committee shall consist of a Chairperson, who shall be a Director not standing for re-election, and two or more additional persons who are Owners in good standing. Committee members shall be appointed and announced by the Board at each annual Membership meeting (in September) serving for a one (1) year term, from the close of the annual meeting when appointed until close of the next annual meeting.
5. The scope of Committee assignments shall include:
 - A. Review nomination and election rules and regulations set forth in the Project Documents, and in California Corporations and Civil Codes, in order to ensure compliance with nomination and election procedures.
 - B. Verify that candidates meet eligibility criteria and have satisfied any filing requirements. Present names of eligible candidates at the Board meeting two months prior to the annual meeting. Conduct a candidate night at least one month prior to said meeting.
 - C. When there are more candidates than Director position vacancies, ensure that election procedures are conducted by secret ballot.
 - D. Assist the Manager in verification of member voting eligibility lists and addresses, and in preparation of correspondence, notices, forms, and any other election and ballot materials distributed to Owners.
 - E. Review time schedules so that election and ballot materials are prepared and mailed (distributed) to Owners on a timely basis.
 - F. The Committee, working with the Manager, shall provide oversight to all aspects of the election process, counting and compilation of ballots, including final authority in determining if a ballot is invalid.
 - G. At the annual Membership meeting, the Committee chairperson shall report the election results of new Directors to the Board President.

Approved by the Board of Directors July 24, 2002 Louise Hackett, Secretary

Reviewed and reissued without content modification by the Board of Directors. March, 2013

SUMMERSET AT BRENTWOOD II
RULE 1.6 FINANCE COMMITTEE

1. The Finance Committee ("Committee") shall be a Standing Committee reporting to the Board of Directors. 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 recommendations shall be presented to the Board in writing.
2. Committee members shall consist of at least three (3) but no more than five (5) owners, in good standing, appointed by the Board. It is advantageous that Committee members have some education, experience, or aptitude for reading and understanding accounting statements. Committee members may choose a chairperson to schedule meetings as called by the Chairperson. The Treasurer or another Director, preferably with a background in finance, shall serve as Committee liaison.
3. The scope of Committee assignments shall include the following:
 - A. At the end of each July, participate in preparation of the proposed annual budget, including review of the operating expense sub-accounts and identification and funding requirements of the reserve expense sub-accounts, prior to presentation of the annual budget to the Board for the Board's review and final approval.
 - B. Conduct Quarterly (end of March, June, September, and December) reviews of the items that represent over 80% of budgeted Operating expenses versus actual expenses as supplied by management. The Board liaison (if not the Treasurer) will notify the Treasurer and Board of any undue budget variances and potential troublesome issues.
 - C. At the request of the Treasurer or Board, review financial information contained in Association reports and studies which may have a financial impact on Association affairs and finances, including proposed improvements to Common Areas.
 - D. At the request of the Treasurer or Board, perform financial-related projects.

Date Approved by the Board of Directors: Jan 11, 2023

Secretary signature: Michael J. Quinn

Date: Jan 21, 2023

Print Name: Michael J. Quinn

SUMMERSET AT BRENTWOOD II

RULE 1.7 VOTING AND ELECTION RULES

These Election Rules apply to all Member votes undertaken by SUMMERSET AT BRENTWOOD II ASSOCIATION ("Association"). These Election Rules shall be effective on the date of adoption, shall supersede any other rules of the Association affecting voting or elections, and shall remain in effect until modified by the Board of Directors (the "Board").

ARTICLE 1 MEMBER VOTING RIGHTS

1.1 Member Voting Rights. Notwithstanding anything to the contrary in the Association's governing documents, including Section 2.3 of the CC&Rs and Section 3.3 of the Bylaws, all Members shall be entitled to vote, and no Member shall be denied a ballot for any reason other than not being a Member. "Member" means a person who holds legal title to the separate interest (i.e., is named in the recorded deed for the separate interest property). The "separate interest" property means the lot owned by a Member.

1.1.1 Entity Owners. In the case of a Member that is not a natural person (such as a trust, corporation or other entity), the vote of such Member may be cast by any authorized representative of the Member designated by written notice to the Association.

1.1.2 General Power of Attorney. A person with general power of attorney for a Member, who has provided satisfactory evidence thereof, shall not be denied a ballot and said ballot shall be counted if returned by the deadline for voting.

1.2 Voter List. The Association shall maintain a "Voter List" which shall include for each separate interest: the Member's name; voting power; and, unless the Member has "opted out" of the public distribution of their address, the physical address of the Member's separate interest, or the parcel number, or both, and the mailing address of the Member if it is different than the physical address of the separate interest (or if the parcel number is used). Upon request, the Association shall permit Members to verify the accuracy of their individual information on the Voter List at least 30 days before the ballots are mailed. The Member shall report any errors to the Inspector of Elections who shall make the correction within two business days. The Association may, at its discretion, report any known errors to the Inspector of Elections. The Voter List shall be retained as "association election materials" as required by law.

1.3 Voting Power of Each Membership. On each matter before the Members, only one (1) vote shall be cast for each separate interest. Once a ballot is received by the Inspector of Elections, it may not be rescinded. Votes on behalf of a separate interest owned by more than one person or entity shall be treated as a single member for voting purposes. The vote for such separate interest shall be exercised as the owners among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any separate interest. If the joint owners of a separate interest are unable to agree among themselves as to how their vote is to be cast, they shall lose their right to vote on the matter in question. If any joint owner of a separate interest casts a vote representing the separate interest, it will thereafter be conclusively presumed for all purposes that such owner was acting with the authority and consent of the other owners of that separate interest.

1.4 Cumulative Voting. Cumulative voting is not permitted in the election of directors.

1.5 Proxies. Use of proxies in connection with membership votes or membership meetings is expressly prohibited. "Proxy" shall mean a written authorization signed by a Member or a Member's attorney-in-fact giving another person or persons power to vote for such Member, as defined in Corporations Code section 5069.

1.6 General Power of Attorney. A Member may delegate their voting rights to a third party by use of a general power of attorney that conforms to the laws of the state in which the power is conveyed. The power of attorney must be returned to the Association at or before the casting of the ballot for which voting rights have been delegated.

ARTICLE 2 VOTING PROCEDURE

2.1 Notice of Election Information. At least thirty (30) days before the ballots are distributed, the Association shall provide general notice of all of the following: (i) the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector of Elections; (ii) the date, time, and location of the meeting at which ballots will be counted; and (iii) the "Candidate Registration List," as defined in Section 3.3 below.

2.2 Distribution of Ballots. All voting by the Members shall be conducted by secret ballot using a "double envelope system" as described in *Civil Code* section 5115(a). Ballots and two envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered to all Members in such vote or election. For a vote on any of the matters specified in *Civil Code* section 5100(a), ballots shall be distributed a minimum of thirty (30) days prior to the deadline for voting. These matters are: (i) elections regarding assessments legally requiring a Member vote, (ii) election and removal of directors, (iii) amendments to the governing documents, and (iv) grants of exclusive use of common area property pursuant to *Civil Code* section 4600. For votes on any other matter, ballots may be distributed a reasonable time (which may be less than thirty (30) days) prior to the deadline for voting.

2.3 Election by Acclamation. If, as of the published deadline for receiving nominations, the number of qualified candidates for election to the Board is not more than the number of directors to be elected, then the qualified candidates shall be declared elected and shall take office at the first Board meeting following the deadline for nominations or, if later and an annual meeting is held, then at the first Board meeting after the annual meeting. Written notice of the election shall be given to the Members.

2.4 Frequency of Director Elections. The Association shall hold an election for a seat on the Board at the expiration of the corresponding director's term or sooner if required by the Bylaws.

2.5 Extension of Voting. The Board shall be entitled to extend the deadline for the return of ballots one or more times due to the lack of a quorum or for such other reason(s) as the Board deems reasonable and prudent.

2.6 Tabulation and Observation. The Inspector of Elections shall open all ballots and tabulate the votes at a properly noticed open meeting of the Board or Members in a manner that allows the Members to view the opening and tabulation. The Inspector of Elections may appoint additional persons to assist in the opening of ballots and tabulation of votes. Observers must remain at least five (5) feet from the area of opening and tabulation and not communicate, harass, or otherwise interfere with the Inspector of Elections and/or those assisting the Inspector of Elections in any manner whatsoever. The Inspector of Elections or the Board shall have the power and authority to cause the removal of any person who interferes with or disrupts the voting, opening or tabulating process. The Inspector of Elections may suspend the opening and tabulation process if anyone causes interference with or disrupts the process.

2.7 Reporting Election Results. The tabulated results of the election shall be promptly reported to the Board and shall be recorded in the minutes if reported at a meeting of the Board or recorded in the minutes of the next meeting of the Board if reported at a Member meeting. Within fifteen (15) days of the election, the Board shall give the Members general notice of the tabulated results of the election.

2.8 Retention of Association Election Materials. “Association election materials” shall mean the returned ballots, signed voter envelopes, the Voter List, proxies, and the Candidate Registration List. The association election materials shall at all times be in the custody of the Inspector of Elections or at a location designated by the Inspector of Elections for a period of one (1) year after the Inspector of Elections notifies the Board and Members of the election results, at which time custody shall be transferred to the Association. The Association shall retain the association election materials for the current fiscal year and prior two (2) fiscal years. At the expiration of the retention period all association election materials may be destroyed.

ARTICLE 3 CANDIDATES FOR THE BOARD AND NOMINATION PROCEDURES

3.1 Qualification of Candidates. Candidates for the Board must be Members at the time of their nomination and (i) must meet any other qualifications or restrictions set forth in these Election Rules and (ii) must meet any other qualifications or restrictions set forth in the Bylaws so long as they do not conflict with these Election Rules. In the case of a Member that is not a natural person (such as a corporation or other entity), the entity Member shall have the power to appoint a natural person as the “Member” for purposes of director elections. The Association shall disqualify a nominee for the Board for any of the following reasons:

3.1.1 The nominee is not a Member.

3.1.2 If the nominee, if elected, would be serving on the Board at the same time as another owner of the same separate interest and the other person is either properly nominated for the current election or is an incumbent director.

3.1.3 If the nominee, at the time of nomination, is delinquent in the payment of regular and/or special assessments. A nominee shall not be considered “delinquent” if the delinquency relates to the payment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party and/or if the nominee: (a) has paid the regular or special assessment under protest; (b) has entered into a payment plan for repayment of the delinquent assessments and is not delinquent in payments due under the plan; or (c) the nominee has requested and has not been provided an opportunity to engage in internal dispute resolution.

3.1.4 If the nominee has been a member of the Association for less than one year.

3.1.5 If the nominee discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would, if the Member was elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code section 5806 or terminate the Association’s existing fidelity bond coverage.

3.2 Nominations

3.2.1 Solicitation of Candidates. At least thirty (30) days before the deadline for submitting a nomination, the Association shall provide general notice of the procedure and deadline for submitting a nomination for the Board. Any Member who satisfies the qualifications and is not otherwise prohibited from running for the Board may place their name in nomination for the Board by submitting the nomination before the published deadline for receiving nominations. In addition, the Board may recruit qualified candidates and/or may appoint a nominating committee to nominate qualified candidates.

3.2.2 No Write-Ins. No “write-in” candidates shall be permitted on the ballots in the election of directors.

3.3 Candidate Registration List. The “Candidate Registration List” shall mean the list of candidates who will appear on the ballot. Upon request, the Association shall permit Members to verify the accuracy of their individual information on the Candidate Registration List at least thirty (30) days before the ballots are mailed. The Member shall report any errors to the Inspector of Elections who shall make the correction within two business days. The Association may, at its discretion, report any known errors to the Inspector of Elections. The Candidate Registration List shall be retained as “association election materials” as required by law.

3.4 Notice of Known Candidates. The names of all persons on the Candidate Registration List shall be set forth on the ballot.

3.5 Candidacy Statements. Any candidate who wishes to submit a candidacy statement may only do so using the Association’s authorized form. The content of any candidate statement shall be limited to a statement of the candidate’s qualifications to serve as a director.

3.6 Declaration of Vacancy for Delinquency. Any Member serving on the Board shall be current in the payment of regular and special assessments or the delinquent director’s seat may be declared vacant by the Board following notice to the director and an opportunity to meet with the Board in executive session to explain why the director should not be disqualified. A director shall not be considered “delinquent” in the payment of assessments if the delinquency relates to the payment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party and/or if the director: (a) has paid the regular or special assessment under protest; (b) has entered into a payment plan for repayment of the delinquent assessments and is not delinquent in payments due under the plan; or (c) has requested and has not been provided an opportunity to engage in internal dispute resolution.

ARTICLE 4 USE OF ASSOCIATION MEDIA AND CAMPAIGNING

4.1 Access to Association Media – Candidates for the Board. The Board may, but is not required to, make Association media (e.g., newsletter, notice board, website, or other notices provided to the Members) available to qualified candidates running for election to the Board for purposes that are reasonably related to the election in which that candidate is running. If the Board allows any candidate access to Association media, then all qualified candidates shall be allowed equal access to the same media.

4.2 Access to Association Media – Other Matters. If the Board utilizes Association media to advocate a point of view on any matter (other than election of directors) that requires Member approval or allows any Member access to Association media for that purpose, then all Members advocating a different point of view shall be allowed equal access to the same media. The Board shall not be required to allow access to more than one Member advocating the same point of view.

4.3 “Equal Access.” “Equal access” shall mean publication of written statements not to exceed a predetermined length as determined by the Board. The Board shall not edit or redact any statement but shall not be required to publish any statement that exceeds the predetermined length restrictions. Modifications to formatting may be made so as to allow for space and/or media restrictions. If any formatting modifications should become necessary, they shall be applied equally to all submissions and at no time shall any formatting be applied that may signify a preference or partiality.

4.4 Responsibility for Content. All statements published in Association media pursuant to the “equal access” rules must identify the author or proponent. No anonymous statements will be permitted. The author and/or proponent of any statement or point of view shall be solely responsible and liable for the content of their statements. The Association shall not be responsible or liable for the content of any statement published pursuant to the “equal access” rules.

4.5 Campaigning. No Association funds shall be expended for the purposes of campaigning in connection with any vote or election other than those funds specifically required to distribute required correspondence, notices, or forms that may contain the names of candidates or necessary information on the issues being voted upon, or as is otherwise deemed by the Board to be necessary or appropriate for the fair and reasonable conduct of a vote or election, or to the extent necessary to comply with duties of the Association imposed by law. Specifically excluded is the expenditure of Association funds for the purposes of expressly advocating approval, election, or defeat of any candidate.

ARTICLE 5 USE OF COMMON AREA MEETING SPACE

5.1 Access to Common Area Meeting Space – Campaigning by Candidates for the Board. The Board shall ensure that during a campaign all qualified candidates for election to the Board are given access to common area meeting space (if any) upon request, at no cost, for purposes reasonably related to their campaigns.

5.2 Access to Common Area Meeting Space – Other Matters. Whenever the Board places a matter before the Members which requires Member approval, the Board shall ensure that Members advocating a point of view on the matter are given access to common area meeting space (if any) upon request, at no cost, for purposes reasonably related to advocating their point of view, whether or not they agree with the point of view advocated by the Board on the matter at issue.

5.3 All Access. Any use of the common area facilities for the purposes described above shall be regulated by any existing rules and regulations for such use. The Board, in its sole discretion, may reasonably limit a candidate’s or Member’s access to common area facilities in order to facilitate equal access for other candidates and Members, and so as not to unreasonably interfere with other Members’ rights to use such facilities.

ARTICLE 6 INSPECTOR OF ELECTIONS

6.1 Appointment of Inspector of Elections. Whenever there is a membership vote or election, the Board shall appoint one (1) or three (3) Inspectors of Elections, hereinafter individually or collectively referred to as the “Inspector of Elections,” whose powers and duties shall be as set forth in Civil Code section 5100 *et seq.* The Board shall have the power to remove an Inspector of Elections who ceases to meet the required qualifications, is unable or unwilling to perform their duties, or for other good reason, and to appoint a new Inspector of Elections in their place.

6.2 Qualification of Inspector of Elections. The Inspector of Elections may be any persons the Board reasonably believes to be independent with respect to the matter or matters being voted on and may include Members of the Association, but may not be (i) a member of the Board or a candidate for election to the Board or be related to a current member of the Board or a candidate for election to the Board or (ii) the Association’s manager, accountant, legal counsel, or any other person, business entity, or subdivision of a business entity that is employed by or under contract with the Association to provide compensable services to it at and/or after commencement of the election process other than serving as Inspector of Elections.

6.3 Payment to Inspector of Elections. The Board may authorize payment of Association funds to any third party appointed to serve as Inspector of Elections; however, no payment may be authorized for any Member appointed to serve as the Inspector of Elections.

6.4 Duties of the Inspector of Elections. The Inspector of Elections shall be responsible to perform their duties as follows:

6.4.1 Perform those tasks enumerated in Civil Code section 5110(c); and

6.4.2 Perform all duties impartially, in good faith, to the best of the Inspector of Election's ability, as expeditiously as is practical, and in a manner that protects the interest of all Members of the Association; and

6.4.3 Make any necessary corrections to the Candidate Registration List or the Voter List within two business days of being informed of an error by a Member or by the Association; and

6.4.4 Deliver (or cause to be delivered) the following documents to the members at least thirty (30) days before an election: (a) the ballot(s) by first-class mail and (b) a copy of these Election Rules by (i) individual delivery or (ii) by posting the internet website address where these Election Rules may be accessed on the ballot together with the phrase in at least 12-point font, "The rules governing this election may be found here: [*insert internet website address*]"; and

6.4.5 Retain the association election materials as provided herein.

ARTICLE 7 INDEMNIFICATION OF INSPECTOR OF ELECTIONS; LIABILITY INSURANCE. The Association may, at the Board's sole discretion, indemnify the Inspector of Elections to the fullest extent provided by law. The Association shall have the power to purchase and maintain insurance to protect it and/or the Inspector of Elections against any liability asserted against the Association and/or against the Inspector of Elections arising out of the Inspector of Elections' acts and/or omissions relating to any Association vote or election.

AMENDMENTS

The Board may amend these Election Rules from time to time except that these Election Rules may not be amended less than ninety (90) days prior to an election unless that amendment is merely to conform to non-discretionary changes in the law.

I, Jerry Barry, am the Secretary of the Summerseat at Brentwood II Association, and certify that these Election Rules were duly adopted by the Board of Directors of the Association and came into effect on the 8th day of April, 2020.

Jerry Barry Signature April 8, 2020 Date

SUMMERSET AT BRENTWOOD II

RULE 1.8 SENIOR HOUSING RESIDENCY RESTRICTIONS

This document sets forth the Senior Housing Residency Restrictions concerning the age and other qualifications of residents, other occupants, and guests at the Summerset at Brentwood II planned development (the "Development.") These Senior Housing Residency Restrictions are adopted by the Board of Directors of Summerset at Brentwood II Association (the "Association") in conformance with applicable federal and California law. These Senior Housing Residency Restrictions were adopted by the Board at a meeting on November 14, 2007, and are effective immediately.

1. **Senior Citizen Housing Development.** The Development is a senior housing development that is intended to (i) qualify for the "housing for older persons" exemption from the prohibitions on discrimination based on familial status contained in the federal Fair Housing Act, including those provisions adopted pursuant to the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 (the "Federal Act"); (ii) qualify as a "senior citizen housing development" as that term is defined in California Civil Code section 51.3 (the "State Act"); and (in) otherwise comply with the requirements of the federal Act and the State Act.
2. **Definitions.** Capitalized terms used in these Senior Housing Residency Restrictions shall have the definitions set forth in this Section 2. All other capitalized terms that are not defined below shall have the meaning ascribed to them in the CC&Rs, unless the context requires otherwise.
 - 2.1 **Qualifying Resident** means a person fifty-five (55) years of age or older.
 - 2.2 **Qualified Permanent Resident** means a person who meets either of the following requirements:
 - A. The person is residing or will reside with a Qualifying Resident and the person is forty-five (45) year of age or older *or* is a spouse or cohabitant (that is, persons who live together as husband and wife *or* are domestic partners within the meaning of California Family Code section 297), *or* is a person providing primary physical or economic support to a Qualifying Resident (but not a Permitted Health Care Resident as defined in Section 2 C, below); *or*
 - B. The person is a disabled person or person with a disabling illness or injury who is a child or grandchild of a Qualifying Resident or Qualified Permanent Resident, who needs to live with the Qualifying Resident or Qualified Permanent Resident because of the disabling condition, illness, or injury. "Disabled person" means a person who has a disability as defined in California Civil Code section 54(b). "Disabling illness or injury" means an illness or injury which results in a condition meeting the definition of a disability set forth in Civil Code section 54(b)
 - 2.3 **Permitted Health Care Resident** means a person hired to provide live-in, long-term, or terminal (hospice) health care to a Qualifying Resident or a family member of a Qualifying Resident who is providing that care to a Qualifying Resident, other than a person who is a Qualified Permanent Resident as defined in Section 2.2 above. The care provided by a Permitted Health Care Resident must be substantial in nature and must provide assistance with necessary daily activities or medical treatment or both.

3. **Residency Requirements and Restrictions.** Generally, except as otherwise specifically provided in Sections 8 and 11 below, every Residence, if occupied, must be occupied by at least one Qualifying Resident and every other person occupying the Residence (if he or she is not also a Qualifying Resident) must be a Qualified Permanent Resident, a Permitted Health Care Resident, or a person under fifty-five (55) years of age whose continued occupancy is permitted under certain “grandfathering” provisions of California law contained in Civil Code section 51.3(h) (had the right to occupy the Residence on January 1, 1985) and Civil Code section 51 4 (b) (had the right to occupy the Residence prior to January 1, 1990.)
4. **Burden of Proof.** All persons claiming status as a Qualifying Resident, Qualified Permanent Resident, or Permitted Health Care Resident have the burden of proving to the satisfaction of the Board that they meet the qualifications for the applicable status.
5. **When Documentation Is Required** The Owner or an authorized agent of the Owner shall certify to the Association that the Residence is or will be occupied by persons and in the manner set forth in these Senior Housing Residency Restrictions (i) before the Owner takes title to the Lot, (ii) before a person takes up occupancy of the Residence, and (iii) at such other times as may be requested by the Board. Certifications must be supported by reliable documentation of the age and/or other relevant, qualifications for occupancy or whether the person is a *bona fide* resident of the Residence, which documentation is acceptable to the Board in its sole discretion.
6. **Verification of Age** The following documents, if authentic, are acceptable as proof of age:
 - A. Valid state-issued driver’s license or identification card
 - B. Medicare card
 - C. Birth certificate
 - D. Passport
 - E. Immigration card
 - F. Military identification card
 - G. State, local, national, or international official documents containing a birth date of comparable reliability
7. **Verification of Primary Physical or Economic Support** Where it is asserted that a person provides primary physical support to a Qualifying Resident, the Qualifying Resident or agent of the Qualifying Resident may be required to provide one or both of the following to the Association: (i) a written statement from the Qualifying Residents physician, other medical care provider, case worker or social worker stating that the Qualifying Resident requires physical support to perform or engage in one or more major life activities, and (ii) a written explanation of the type and amount of physical support provided to the Qualifying Resident by the person with a comparison of physical support provided by others and the activities that the Qualifying Resident may undertake without assistance.

Where it is asserted that a person provides primary economic support to a Qualifying Resident, the Qualifying Resident or agent of the Qualifying Resident may be required to demonstrate one or both of the following: (i) that the person has independent means and is able to support himself or herself without assistance from the Qualifying Resident, and (ii) that the financial support provided to the Qualifying Resident by such person exceeds the income and other financial support received by the Qualifying Resident. Absent satisfactory proof that the person provides primary physical or economic support to a Qualifying Resident, the person will be deemed to be a Permitted Health Care Resident if he or she otherwise satisfies the requirements for a Permitted Health Care Resident as defined in Section 2.3.

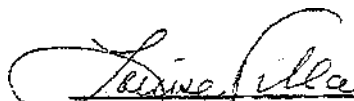
8. **Verification of Disability or Disabling Illness or Injury**. Where it is asserted that a person is a disabled person or person with a disabling illness or injury who is a child or grandchild of a Qualifying Resident or Qualified Permanent Resident, who needs to live with the Qualifying Resident or Qualified Permanent Resident because of the disabling condition, illness, or injury (as defined in Section 2 2(b)), the Qualifying Resident or Qualified Permanent Resident or his or her agent may be required to provide to the Association: (i) birth certificates or other documentation satisfactory to the Board showing that the person is the child or grandchild of the Qualifying Resident or Qualified Permanent Resident, (ii) a written statement or other documentation prepared by the person's physician, other medical care provider, case worker, or social worker confirming the diagnosis of the claimed disability or disabling illness or injury and/or the continuing existence of the disability or disabling illness or injury, (iii) a written statement from the person's physician, other medical care provider, case worker or social, worker stating that the disability or disabling illness or injury limits a major life activity of the person and that the person needs to live with the Qualifying Resident or Qualified Permanent Resident because of the disability or disabling illness or injury.
9. **Prohibition or Termination of Occupancy by Certain Disabled Persons** Subject to the hearing requirements set forth in this Section 9, the Board may prohibit or terminate the occupancy of any person who is a Qualified Permanent Resident pursuant to the definition in Section 2.2(b), above, if the Board finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others, which threat cannot be ameliorated by means of a reasonable accommodation The Board must provide to the disabled person whose occupancy is being challenged and to the co-resident parent or grandparent of that person reasonable notice and opportunity to be heard The disabled person and/or his or her co-resident parent or grandparent shall be entitled to have present at the hearing an attorney or any other person authorized by the disabled person or the parent or grandparent to speak on their behalf or assist them in the matter. To preserve privacy, evidence must be submitted in a confidential manner and the hearing must be conducted in executive session of the Board. The Board shall give due consideration to the relevant, credible, and objective evidence provided in the hearing.
10. **Continued Occupancy by Qualified Permanent Resident in the Absence of the Qualifying Resident**. The Owner or an agent of the Owner shall provide notice to the Board within fifteen (15) days of the death, hospitalization, other prolonged absence, or dissolution of marriage of a Qualifying Resident. If the Qualified Permanent Resident was residing with the Qualifying Resident prior to the death, hospitalization, or other prolonged absence of, or dissolution of marriage with the Qualifying Resident, then the Qualified Permanent Resident shall be entitled to continue his or her occupancy of the Residence in the absence of the Qualifying Resident, unless the Board determines that such continued occupancy will result in less than eighty percent (80%) of the Residences in the Development being occupied by at least one Qualifying Resident as required by the Federal Act.
11. **Termination of Occupancy of Formerly Disabled Qualified Permanent Resident** With respect to a person who is a Qualified Permanent Resident pursuant the definition in Section 2 2(b), above, if the person's disabling condition ends, the Board may require that the formerly disabled resident cease residing in the Development within six months after written notice from the Board to the formerly disabled person, or, in its discretion, the Board may allow the formerly disabled person to remain a resident for up to one year after the disabling condition has ended.

- 12. Occupancy by Permitted Health Care Residents** A Permitted Health Care Resident may occupy a Residence only during any period that he or she is actually providing live-in, long-term, or terminal (hospice) health care to a Qualifying Resident for compensation. For purposes of these Senior Housing Residency Restrictions, "compensation" shall include the provision of lodging and food in exchange for care. A Permitted Health Care Resident shall be entitled to continue his or her occupancy or use of a Residence in the absence of the Qualifying Resident only if both of the following apply and then only for the time periods specified:
- A. The Qualifying Resident became absent from the Residence due to hospitalization or other necessary medical treatment and expects to return to the Residence within ninety (90) days from the date the absence began; and
 - B. The absent Qualifying Resident or an authorized person acting for the Qualifying Resident submits a written request to the Board stating that the Qualifying Resident desires that the Permitted Health Care Resident be allowed to remain in the Residence in order to be present when the Qualifying Resident returns to reside in the Development. If it appears that the Qualifying Resident will return within a period not to exceed an additional ninety (90) days, and upon written request for the Qualifying Resident or an authorized person acting for the Qualifying Resident, the Board may, in its discretion, allow a Permitted Health Care Resident to remain for a period longer than ninety (90) days.
- 13. Guests** A person under fifty-five (55) years of age may temporarily occupy a Residence as a guest of a Qualifying Resident or Qualified Permanent Resident, however the temporary occupancy of each individual guest may not exceed sixty (60) days in a calendar year and the host Qualifying Resident or Qualified Permanent Resident must be occupying the Residence during the time of the guest's stay.
- 14. Publication and Adherence to Restrictions** In compliance with the Federal Act, the Association shall publish and adhere to these Senior Housing Residency Restrictions which demonstrate that the Development is intended, and operated for, occupancy by Qualifying Residents. The Association shall also comply with the federal rules and regulations for verification of occupancy adopted to implement the Federal Act.
- 15. Implementation of Restrictions, Amendment** The Board shall have the power and discretion to take any action the Board deems necessary to implement farther rules and regulations and to amend or modify these Senior Housing Residency Restrictions to assure compliance with the Federal Act or the State Act and any rules or regulations adopted thereunder, as such statutes and governmental rules and regulations may be amended from time to time.

Approved by the Board of Directors: November 14, 2007

Reviewed and revised without content modification - April 24, 2014

Nov 14, 2007
Date


Secretary

SUMMERSET AT BRENTWOOD II
RULE 1.9 CLUBHOUSE / DÉCOR COMMITTEE

1. TYPE

The Clubhouse/Decor Committee shall be a standing Committee. It has been appointed by the Board to develop guidelines and standards for art that is used to beautify the Association clubhouse. The Committee will serve as an advisory resource to the Board on art content and matters, and will manage the art beautification plan for the Clubhouse, reporting to the Board.

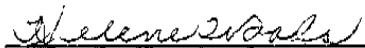
2. STRUCTURE

The Committee shall consist of five (5) members appointed by the Board to terms of two (2) years. The terms shall be staggered so that at least two (2) members shall remain on the Committee each year. A chairperson shall either be chosen by the Board or by the Committee members. The Committee shall be advisory to the Board, conducting its meetings when called by the chairperson, with findings and recommendation presented to the Board in writing. A Committee member shall record minutes at each meeting.

3. DUTIES AND RESPONSIBILITIES

- A. The Committee will develop a plan for enhancing the overall appearance of the clubhouse. The "Visuals" of the plan will be presented for approval by the Board and homeowners.
- B. The Decor Committee will establish guidelines for any modifications to the Clubhouse decor proposed in the future, in order to maintain an attractive, cohesive appearance.
- C. Some projects could be funded through fund raisers, resident donations or assistance from various clubs.

This will supersede Rule 1.9 approved by the Board of Directors on May 14, 2008
Approved by the Board of Directors April 16, 2014



SUMMERSET AT BRENTWOOD II
RULE 1.10 ARCHITECTURAL COMMITTEE

1. TYPE

The Architectural Committee shall be a Standing Committee appointed by the Board of Directors (Board).

2. STRUCTURE

- A. The Board shall appoint as members a minimum of three (3) and no more than five (5) Owners. A Director will serve as liaison. The Board may also appoint one (1) alternate Committee member who shall attend meetings and have the power to vote in the event of absence or disability of any Committee member.
- B. If at any time there shall not be a duly constituted Architectural Committee or when an application is referred to the Board, the Board shall exercise the functions of the Architectural Committee in accordance with the Architectural Standards.
- C. A chair shall either be selected by the Committee members or by the Board.

3. DUTIES AND RESPONSIBILITIES

- A. The duty of the Architectural Committee is to consider and act upon proposals or plans submitted to it to ensure proposed alterations, modifications, or improvements to an owner's property comply with the written standards established by the Association. Enforcement of the standards shall remain the sole responsibility of the Board.
- B. The Committee's decisions shall be made in good faith and shall not be unreasonable or arbitrary. It is recognized that the Committee will employ objective and subjective criteria in its review of submitted plans and proposals. The Committee shall make its decisions from the perspective of the interest of the Community to foster the value and attractiveness of all architectural designs and features.
- C. The Committee is expressly not authorized to approve any variance from the Rules. The Committee may refer a requested variance with its recommendation to the Board. Only the Board has the authority to approve a variance.
- D. The Committee may charge reasonable fees for review of applications, drawings, plans, and specifications which may include the cost of retaining outside consultants.
- E. At the request of the Board, the committee, in conjunction with the Board Advisory Committee, will draft proposed policies, procedures, or revisions of Architectural Standards to conform to the CC&Rs and Bylaws to present to the Board for its consideration.

Approved by the Board of Directors

Date 3/14/22

Cindy Bennett
Secretary (signature)

Cindy Bennett
Secretary (print name)

SUMMERSET AT BRENTWOOD II
RULE 1.11 TECHNOLOGY COMMITTEE

1. PURPOSE

The purpose of the Technology is to help the Board and the Office Admin/AD with technology issues and decisions.

2. TYPE

The Technology Committee shall be a Standing Committee appointed by the Board of Directors.

3. STRUCTURE

- A. The Board shall appoint as members a minimum of three (3) and no more than five (5) residents. A Director will serve as liaison.
- B. If at any time there shall not be a duly constituted Technology Committee, the remaining members will function as a Committee until a replacement member can be appointed.
- C. A Chair shall be selected by the Committee members. If no decision can be made, the Board will appoint the Chair.


4. DUTIES AND RESPONSIBILITIES

- A. Maintain the administration of the website.
- B. Help evaluate technology for the Board of Directors
- C. Maintain security for the websites that the Board uses.
- D. Administer our internet service provider (ISP).
- E. Help create procedures for dealing with information.
- F. Maintain the HOA database and script and systems that go along with it.
- G. Maintain door and gate databases and their integration with the HOA database.
- H. Any other technology-related tasks that the Board asks of them.

5. BUDGET

A budget should be required, as any money spent will be through the Board of Directors rather than through the Committee itself.

This Rule 1.11 shall be effective on the date of adoption, shall supersede any previous Rule 1.11 and shall remain in effect until modified by the Board of Directors.

I, , the Secretary of the Summerset at Brentwood II Association, certify that this Rule was duly adopted by the Board of Directors of the Association and come into effect on November 8, 2023.

SUMMERSET AT BRENTWOOD II
RULE 1.12 WELCOME COMMITTEE

1. TYPE

The Welcome Committee shall be a Standing Committee appointed by the Board of Directors.

2. STRUCTURE

- A. The Board shall appoint as members a minimum of three (3) and no more than five (5) Residents. A Director will serve as liaison.
- B. If at any time there shall not be a duly constituted Welcome Committee, the remaining members will function as a Committee until a replacement member can be appointed.
- C. A Chair shall be selected by the Committee members. If no decision can be made, the Board will appoint the Chair.
- D. Evaluation of the program would be ongoing using new resident surveys regarding the current program and ask for suggestions for new and innovative ways to improve.

3. DUTIES AND RESPONSIBILITIES

- A. Welcome new residents by sending a letter stating, "If you are a new neighbor and would like to hear from the Welcome Committee, please contact XXX."
- B. Personally greeting the residents on behalf of the Board.
- C. Hold meetings as necessary as determined by the number of new residents or as called by the Chair.
- D. Regularly provide updates to the Board and make occasional presentations at Board meetings.
- E. Propose a budget to the Board for approval.
- F. Organize social Welcome Neighbors! gatherings with light refreshments and beverages.
- G. Introduce new residents at a Board meeting.

4. BUDGET

- A. Funds for light refreshments and beverages
- B. Provide new residents with a New Resident Handbook (in collaboration with the Office Admin.)

5. WELCOME GATHERING – WELCOME NEIGHBORS

- A. Gatherings are scheduled at 7 PM on the fourth Wednesday in Jan., May, and Sept. (or more often depending on the number of new residents.)
- B. Shortly after a new resident moves in, a committee member invites them to a Board meeting and the next Welcome gathering.
- C. Summerset II Authorized Clubs will be invited to have a representative from their group attend.
- D. Social Clubs will be asked to provide a coupon for one free drink at one of their events to give to new residents.

This Rule 1.12 shall be effective on the date adopted, shall supersede any previous Rule 1.12 and shall remain in effect until modified by the Board of Directors.

I, Sheldon W. Helms, am the Secretary of the Summerset at Brentwood II Association, and certify that this Rule was duly adopted by the Board of Directors of the Association and came into effect on the 8 day of Nov

Secretary Sheldon W. Helms

Date 11/9/23

SUMMERSET AT BRENTWOOD II


RULE 2.1 POLICIES AND RULES

1. To effectively administer and enforce the Association's Bylaws and Declaration of Covenants, Conditions, and Restrictions ("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 Operating Rules ("Rules").
2. 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.
3. Rules shall be issued and numbered under one of the following categories:
 - 1.0 Organization
 - 2.0 Management and Administration
 - 3.0 Common Areas
 - 4.0 Lots and Owner Residences
 - 5.0 Accounting and Finance
 - 6.0 Architectural Standards
 - 7.0 Environmental Standards
 - 8.0 Recreation Facilities
 - 9.0 Security, Safety, and Privacy
4. 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 to it, may be prepared for presentation to the Board by a Director or Officer, the Manager, or by a standing committee of the Board.
5. To be valid and enforceable, a Rule must
 - A. be in writing
 - B. be within the authority of the Board conferred by law or by the Governing Documents
 - C. be adopted, amended, or repealed in good faith and in substantial compliance with Civil Code
 - D. be reasonable.
6. Before changing the fine schedule or adopting, amending, or repealing a Rule, the Board must provide general or individual notice of a proposed Rule change at least 28 days before adopting the Rule change. General notice may include printing in the Newsletter, posting on the Clubhouse bulletin board, on the Association website, or via electronic messaging. Notices may be provided individually only if a written request is sent to Management. Non-substantive changes (no change in meaning) such as correcting grammar or re-numbering provisions, do not trigger the 28-day notice period.
7. The notice must include the text of the proposed Rule change and a description of its purpose and effect. Notice is not required if the Board determines that an immediate Rule change is necessary to address an imminent threat to public health or safety or an imminent risk of substantial economic loss to the Association.
8. Per Civil Code, Election Rule changes cannot be adopted less than 90 days prior to an election.
9. A decision on a proposed Rule change must be made at a Board meeting, after consideration of any comments made by Association members. The Board must consider comments but is not required to adopt them.

10. Within 15 days of adoption, a copy of new or revised Rules will be distributed by General or Individual Notice. Notices for non-substantive (such as correcting grammar or re-numbering) Rule changes will include a statement that no changes were made to the meaning of the Rule. A list of Rules from the previous 12 months that have been amended, created, or repealed will be included in the "Annual Policy Statement" with the instruction that hard copies of the Rule are available in the office. One copy of the amended Rule will be available free of charge within 10 days of a written request. Additional copies may be available within 10 days of a written request subject to a reasonable charge for mailing and duplication.

This Rule 2.1 Policies and Rules shall be effective on the date of adoption, shall supersede any previous Rule 2.1 and shall remain in effect until modified by the Board of Directors.

I, Sheldon W. Helms, am the Secretary of the Summerset at
Print Name
Brentwood II Association and certify that this Rule was duly adopted by the Board of Directors and
came into effect on 8/14/24 (date).



(Secretary signature)

8/14/24

(Date)

SUMMERSET AT BRENTWOOD II

RULE 2.2 GOVERNING DOCUMENT ENFORCEMENT AND PENALTY SCHEDULE

1. It is the Association's objective to ensure that new structures, improvements, and membership activities shall be directed toward the positive enhancement and character of Summerset, the quiet enjoyment thereof and the general welfare of the community. It is recognized that cooperation and support of Owners is essential to achieving this objective. Therefore, the Association shall promote and seek voluntary compliance of the Governing Documents. (The term "Owner" shall also mean Residents).
2. In the event of a perceived infraction, the Owner shall be notified in writing and given a reasonable period of time, predicated by the incident, to voluntarily abate the situation. However, in absence of Owner's timely verbal or written response, if the infraction continues and enforcement becomes necessary, a "NOTICE OF NONCOMPLIANCE" shall be issued describing the infraction, referencing the applicable Governing Document, and including a specific time to abate the infraction. If necessary, based on the circumstances, the Board of Directors may require immediate abatement.
3. An Owner's appeal of a Notice of Noncompliance, or failure to abate the infraction, shall cause issuance of "NOTICE OF HEARING" with the Board. The Notice of Hearing shall include the date, time, and place for the hearing and shall give no less than fifteen (15) days advance notice of the hearing date. The hearing shall be held whether or not the Owner attends. In the event of emergency or serious circumstances, the Board may take immediate action as deemed necessary and then subsequently provide Notice of Hearing. All expenses incurred due to such Board action shall be added to the Owner's assessment account as a Reimbursement Assessment.
4. At the hearing the Owner shall have the opportunity to explain the circumstances related to the infraction, present oral or written testimony and/or witnesses, and cross-examine others that may testify. Following review, the Board shall determine if an infraction has occurred, and if fines and/or separate additional reimbursements for damages and Association expenses shall apply. The Board may impose fines and reimbursements even if the infraction has been abated. The Board's decision shall be final and Owner notified in writing.

Fine amounts shall not exceed the schedule shown below and shall be effective not less than five (5) days after the hearing. The Board shall determine the level category of a fine not covered by those listed.

First Level (landscape minor architectural noxious activity):

- First Month - \$50.00*
- Second Month - \$100.00*
- Third Month - \$200.00*
- Fourth Month - Legal action and \$200 per month until the action is resolved.*

Second Level (Parking, animal ownership, signs, major architectural violations):

- First Month - \$100.00*
- Second Month - \$200.00*
- Third Month - \$400.00*
- Fourth Month - Legal action and \$400 per month until the action is resolved.*

Third Level (Adult Community, violation underage persons beyond 60-day limit):

First Month - \$1,000.00
Second Month - \$1,500.00
Third Month - \$2,000.00
Fourth Month - Legal action and \$2,000 per month until the action is resolved.

Reimbursements, expenses, and rental/lease violations-to be determined by the Board

5. Fines and other expenses shall be payable to "Summerset at Brentwood II Association" and shall be due when levied. If not paid within ten (10) days after notification, the amount shall be added to the Owner's assessment account as a Reimbursement Assessment. If Owner's account is delinquent for more than ninety (90) days, the Board shall take available collection measures. Collection expenses shall also be considered a Reimbursement Assessment.

Approved by the Board of Directors: Don Sarkozy, Secretary May 28, 2003

Reviewed and Reissued by Board of Directors: Helene Woods April 16, 2014
Secretary

SUMMERSET AT BRENTWOOD II
RULE 2.3 REPORTING AND DISCLOSURE

1. 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, by the Association Manager, and by standing committees of the Board to the Davis-Stirling section of the California Civil Code.
2. 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.
3. Disclosure consists of reporting to members and to governmental agencies on a variety of Association-related issues including accounting and finance, organization, rates and policies, noncompliance, insurance, and real estate. These disclosures and reporting dates, applicable to the Summerset at Brentwood II Association, are listed in the Exhibit to this rule which shall serve as a reminder check list for the Board and Association Manager to ensure compliance.
4. 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.
5. Because the Association's fiscal year ends December 31 and a new year begins January 1, many disclosures shall occur each year as part of pro forma budget materials issued to members between November 1 and November 15 or issued soon after the close of each year ending December 31. However, some disclosures are event-driven and may occur throughout the year.
6. An owner (seller) of a Lot shall be required to provide a prospective purchaser (buyer) with current copies of the Association's Project 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 or real estate representative, upon written request, may obtain copies of required documents from the Association Manager.

Approved by the Board of Directors: Louise Hackett, Secretary, November 1, 1999

Reviewed and Reissued by Board of Directors: April 16, 2014, Helene Woods

RULE 2.3 REPORTING AND DISCLOSURE - EXHIBIT

Disclosure Information

1. Pro-Forma Budget
2. Assessment Collection & Delinquency Policy
3. Assessment Increase
4. Use of Reserve Funds for Litigation
5. Notice of Right to Receive Annual Report
6. Annual Report with Financial Statements
7. Penalty Schedule Policy
8. Alternative Dispute Resolution Rights
9. Notice of Board of Directors Meetings
10. Notice of Right to Receive Board Minutes
11. Minutes of Board Meetings
12. Notice of Construction Defect Litigation
13. Association Insurance Coverage
14. Disclosure to Prospective Buyer
15. Statement of Officers' Names, Addresses
16. Statement Identifying Association
17. Income Tax Returns

Reporting Deadlines

- Annually between November 1 and November 15
- Annually within 60 days before January 1. Also with "Pre-Lien Notice" correspondence.
- 30 to 60 days before increase becomes effective
- In first general mailing following Board of Director's decision
- Annually within 120 days after January 1 for the prior fiscal year ended December 31
- Annually within 120 days after January 1 for the prior fiscal year ended December 31
- Initially when issued and once when revised; recommend general mailing each November
- Annually between November 1 and November 15; also after receiving payment "under protest"
- Announced schedule (recommend annual) of time and place (for emergency, at least 4 days)
- Annually between November 1 and November 15
- Within 30 days after Board meeting, minutes marked "draft" shall be available to Members 30 days before suit is filed
- 30 days before suit is filed
- 60 days before suit is filed
- Required documents within 10 days after Seller's (Owner's) written request received by Association
- Annually between November 1 and December 31
- Annually between November 1 and December 31 (includes agent for service process)
- Annual filing with California Secretary of State indicating a Common Interest Development
- For year ended December 31, annual filing of

SUMMERSET AT BRENTWOOD II

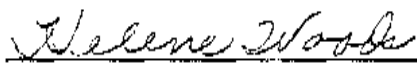
RULE 2.4 ALTERNATIVE DISPUTE RESOLUTION

California Civil Code Section 1354 requires that members annually shall be provided with a summary of Alternative Dispute Resolution. ("ADR") procedures contained in *the* Code. Therefore, it shall be the policy of the Association to provide such a summary as part of pro forma budget materials issued between November 1 and November 15 each year. This Rule 2.4 was prepared to serve as that summary.

1. 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) (other than Association assessments), or for enforcing the Association's governing documents (Project 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.
2. 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 Section 1354. Service of the Request for Resolution forth should be by personal service or small claims court procedures.
3. 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.
4. 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 the Civil Code, Section 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.
5. Civil Code Section 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 Section 1354 may result in the loss of rights to. sue the Association or another member of the Association regarding enforcement of the governing documents.
6. 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.

Approved by the Board of Directors: March 1, 2000. Reformatted and reissued without content modification by the Board of Directors: March 21, 2002 Louise Hackett Secretary. Reformatted and reissued without content modification by the Board of Directors.

March 12, 2013


Secretary

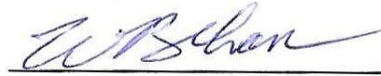
SUMMERSET AT BRENTWOOD II

RULE 3.1 IMPROVEMENTS TO COMMON AREAS

1. The Association shall be responsible for Common Area maintenance, repair, replacement, management, operation, improvements, and alterations.
 - A. Expenses related to general maintenance, repair, and current operations of Common Areas shall be paid from the Operations Account.
 - B. Expenses related to deferred maintenance of Common Area major components which the Association is obligated to repair, restore, replace, or maintain shall be paid from the Reserve Account.
 - C. When the Board of Directors approves a new Capital Improvement, a subaccount shall be established within the Reserve Account to collect and disburse funds until completion of the specific new Capital Improvement.
2. A new Capital Improvement shall be defined as
 - A. any new substantial discretionary addition (as distinguished from the reconstruction or replacement of an existing capital improvement) to Common Area land, structure, or facility or major component addition
 - B. voluntary significant upgrade or alteration of an existing Common Area amenity, which is greater than \$1,500 and is related to deferred maintenance, repair, restoration, or replacement of existing land, structure, or facility.
 - C. discretionary material alterations to the appearance of the development
 - D. Expenditures shall be aggregated (and not split) to preclude circumvention of the \$1,500 limitation.
 - E. Aggregate annual expenditures shall not exceed five (5) percent of the Association's budgeted gross expenses for the current fiscal year unless approved by the Members as set forth in the CC&Rs.
3. A new Capital Improvement may be proposed to the Board of Directors by any Director, Officer of the Association, the Manager, the Architectural Committee, or by an Owner in good standing. All Capital Improvement proposals shall pass through the phases (in sequence) listed below. All phases (except construction and installation) shall be presented in writing:
 - A. Identification: A proposal must be in writing and shall be given initially to the Manager for review.
 - B. The proposal shall include factual findings, expense estimates, and funding requirements.
 - C. The proposal shall be placed on the agenda of a regular business meeting of the Board for evaluation, (approval, disapproval or deferment).
 - D. If approved and as part of such approval, the Board shall specify and authorize expenditures and source of funds as set forth in the CC&Rs and Operating Rules.
 - E. The Board will identify a project manager to oversee all stages of the work and report to the Board on the project's progress until completion.
 - F. Upon approval, the design phase shall include preparation of final drawings and specifications, as applicable, followed by solicitation of bids.
 - G. The Board shall approve the contractor (supplier.)
4. Due to the financial impact a new Capital Improvement may have on Owner assessments, it shall be the objective of the Association to plan in advance for Capital Improvements. Therefore, before adopting the pro forma budget each year, the Board shall carefully consider such future costs to determine the adequacy of funds in or to adjust the Capital Improvement subaccount within the

Reserve Account when establishing the Regular Assessment (and Special Assessment, if applicable) for the ensuing fiscal year(s).

Approved by the Board of Directors: June 12, 2019. This will supersede Rule 3.1 approved by the Board of Directors: November 2, 1999. Reformatted and reissued (as amended) by Board of Directors June 12, 2019.



Secretary signature



Secretary name (print)

SUMMERSET AT BRENTWOOD II

RULE 4.1 LEASE OF OWNER'S RESIDENCE

This Rule 4.1 sets forth Association requirements in the event Owner leases a Residence to a Tenant.

1. Tenant Records

The Board of Directors shall enforce Article 8 of the Summerset II Declaration (the CC&Rs) and shall together with the Association Manager establish procedures to compile and maintain Tenant records for each lease agreement.

2. Definitions

For purposes of the Rule, the terms "rent" and "lease" shall have the same meaning. The term "Residence" shall mean a Summerset II Residence and Lot. The term "Owner" shall mean any person, firm, corporation, or other entity holding a fee simple interest in a Summerset II Lot. The term "Tenant" shall refer to all persons occupying the Owner's Residence, regardless of whether they signed the lease agreement.

3. Lease Requirements

An Owner's Residence may be leased provided all of the following requirements are satisfied:

- 3.1 There is a written lease agreement listing the names of all persons occupying the Owner's Residence. The agreement shall provide that the failure to comply with the Governing Documents for Summerset II (i.e., the Articles of Incorporation, the CC&Rs, the Bylaws, and Rules of the Association) shall constitute a breach of the agreement.
- 3.2 Owner provides the Tenant with copies of the Governing Documents, as defined above; no later than the time the lease agreement is signed.
- 3.3 The period of lease is not less than thirty (30) consecutive days. Persons occupying the Owner's Residence for less than 30 consecutive days shall be considered guest of Owner. The lease or rental agreement shall be for an initial term of at least six (6) months. (CC&Rs Article 8.8.1 (b)).
- 3.4 Owner gives written notice of tenancy to the Manager (representing the Board) no later than five (5) days after Tenant occupies Owner's Residence. Such notice shall include:
 - A. Owner's name, Residence address within Summerset II, mailing address and telephone number,
 - B. Names, ages, and qualification of each person occupying Owner's Residence under the terms of the lease agreement. The term "qualification" shall refer to the basis by which a person is permitted to occupy a Residence as provided in section 8.1 of the CC&Rs or state law
 - C. Specific information about age need not be provided for a person occupying the Owner's Residence if age is not the basis by which that person is permitted to occupy the Residence as provided in Article 6 of the CC&Rs or state law. If that basis should cease for any reason, Owner shall submit information about the person's age and qualifications within five (5) days thereafter.
 - D. Satisfactory documentary evidence of all information required in paragraph 3.4 b) above (e.g., driver's license, birth certificate, passport, immigration card, military identification).
 - E. Tenant's telephone number.
 - F. Terms of the lease.

- G. Written statement from the Owner confirming Tenant has been provided with a copy of the Governing Documents and that the lease agreement provided that Tenant's violation of the Governing Documents constitutes a default under the lease.
- H. No more that 88 of the lots (20 percent) within the Development shall be at any particular time, be leased, rented, or occupied by anyone other than an owner, (CC&Rs 8.8,6)
- I. Any other information that the Board may reasonably require to administer this Rule 4.1

3.5 The lease agreement fully complies with the occupancy requirements for senior housing specified in Article 8 of the CC&Rs.

3.6 Owner pays a one-time \$100 lease fee for each Residence lease agreement to defray Association expenses to register and administer Summerset II's occupancy requirements. The lease fee, payable to "Summerset at Brentwood II Association", shall be mailed to the Manager together with the Tenant information indicated in paragraph 3.4 above. This fee does not include the cost of providing Owner's with copies of the Governing Documents to provide to Tenants. Such documents are provided upon request to the Manager, for a charge established by the Board.

4. Use and Enjoyment of Common Areas

Tenant shall exercise the Owner's right to use and enjoy the Common Areas, rather than an Owner who no longer resides in Summerset II. However, leasing the Residence shall not relieve Owner of Owner's obligations and duties in the Governing Documents, including but not limited to payment of assessments and maintaining the Residence in accordance with the architectural standards established by the Association.

5. Owner Liability for Tenants Actions

Tenant shall comply with the Governing Documents at all times. As noted above, failure to comply with the Governing Documents shall constitute default of the lease agreement. Owner shall be liable to the Association for actions of Owner's Tenant within Summerset II in violation of the Governing Documents. The Association shall be entitled to recover from Owner any expenses incurred by the Association with respect to Owner's Tenant, and such expenses may be assessed to Owner as a Reimbursement Assessment as set forth in Article 10.10 of the CC&Rs.

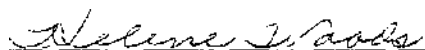
6. Use of Residence

All leased homes shall be used only for residential purposes and not for business, trade or commercial activities other than Tenant's pursuits within the Residence.

7. Effective Date Grandfather Provision

Owners who are leasing their Residence on the date this Rule 4.1 is adopted and distributed shall provide their Tenants with copies of the Governing Documents and provide the Association with the information required in paragraph 3.4 above within thirty (30) days after that adoption date. The lease fee described in paragraph 3.6 above shall be waived for any Owner who already has complied with paragraph 3.4 or who complies in a timely manner within the 30 days of adoption date. All other provisions of Rule 4.1 shall be effective on the date of adoption.

This will supersede Rule 4.1 approved by the Board of Directors on January 28, 2004. Reviewed and reissued without content modification by the Board of Directors, April 16, 2014.

 Secretary

SUMMERSET AT BRENTWOOD II

RULE 5.1 FINANCIAL ADMINISTRATION AND PRACTICES

1. Policy

1.1 Comply with the laws and regulations of the United States of America and the State of California

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

- A. Comply with the Association's Project Documents
- B. Use generally accepted accounting procedures, principles and practices
- C. Collect, invest, and disburse funds efficiently and prudently, and
- D. Retain sufficient funds to meet the Association's obligations.

2. Investment of Funds

The Board of Directors shall adopt the policy that preservation of principle shall be the primary objective which shall take precedent over a higher rate of return with inherent 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, short-term certificates of deposit, and governmental securities. The total amount in any one institution shall not exceed the insured amount.

3. The Annual Budget

The Board shall ensure the Manager and Treasurer, 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 between November 1 and November 15 containing the following information:

- A. The budget for the new fiscal year including a reserve component summary
- B. Copy of Association Rule 2.2, Enforcement of Project Documents and Monetary Penalty Schedule
- C. Copy of Association Rule 2.4, Alternative Dispute Resolution
- D. Copy of Association Rule 5.2, Assessment collection and Delinquency Policy
- E. A statement of the Association's properly, general liability, with earthquake and flood insurance policies (as applicable)
- F. A statement of the Owner's right to receive a copy of the Association's annual financial report
- G. A statement of the Owner's right to receive a copy of Board of Director meeting minutes.

4. Assessments and Other Revenues

The obligation to pay assessments shall turn with the land. 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 co-mingled with any other outside accounts).

5. Accounts and Disbursements

Revenues shall be clearly marked by the Manager for deposit into either the Operations Account or Reserve Account. The Association may disburse funds from the Reserve Account only for purposes set forth in Section 5500 of the California Civil Code. All other expenses shall be paid from the

Operations Account.

After the Manager marks appropriate expense invoices "approved for payment," the Treasurer shall be authorized to sign checks from the Operations Account to cover expenses which are charged to an approved budgeted account up to a limit of \$5,000. The Manager also may issue checks up to \$500 (excluding payments to the Manager). No expense shall be split into parts to circumvent these limits. Two signatures shall be required on checks, by the Treasurer and one other Director or by any other two Directors, whenever the expense is categorized under one of the following circumstances:

- A. Is greater than \$5,000
- B. Is unrelated to an approved budgeted expense account
- C. Any amount, when added to previously paid expenses from an approved budgeted expense account, results in total expenses greater than 110% of the fiscal year budgeted account amount
- D. When paid from the Reserve Account regardless of amount.

6. **Procurement**

The principle of "competitive bidding" shall apply to initial procurement, and subsequent renewal, for the supply of goods and services. With all other conditions and circumstances being essentially equal, award shall be made to the lowest bidder. Contracts shall cover a period of not more than one year except as otherwise provided in Bylaws paragraph 3.3.1. Contracts for Capital Improvements also shall be in accordance with rule 3.1, Improvements to Common Areas.

7. **Financial Records**

The Board shall ensure that the Manager maintains 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 both the Operations and Reserve Accounts at the close of each month including:

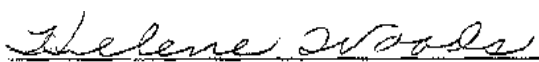
- A. A balance sheet showing cash assets and receivables, short and long-term liabilities, and total capital
- B. An operating statement showing revenues collected and expenses incurred during each month and cumulative year to date and compared to the budget.
- C. A statement of cash (checks) disbursed and account charged.

The Board shall be aware of its responsibility under Section 5300 of the California Civil Code to:

- A. Review the financial statements at regular Board business meetings
- B. Arrange for an annual report for each year ended December 31 by an independent firm licensed by the California State Board of Accountancy
- C. 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 insure funds are in place to cover reserve liabilities.

Approved by the Board of Directors: March 1, 2000 Louise Hackett, Secretary
Reviewed and reissued without content modification by the Board of Directors;

March 14, 2013


Secretary

SUMMERSET AT BRENTWOOD II

RULE 5.2 ASSESSMENT COLLECTION AND DELINQUENCY POLICY

The Association shall levy regular and special assessments in sufficient amounts to perform its duties under the Governing Documents and Civil Code. The obligation to pay assessments shall run with the land and, therefore, an Owner of a Lot and Residence becomes a Member of the Association and liable to pay levied assessments.

The annual disclosure notice required by Section 5730 of the Civil Code is attached as an exhibit and thereby becomes part of this Rule 5.2.

1. Assessments

- 1.1 Regular assessments, covering annual operating and reserve expenses, shall be established each year when the Board of Directors approves the Budget for each new fiscal year beginning January 1. Special Assessments, covering special and specific reasons approved by the Board, shall be levied and payable in the same manner as regular assessments. Reimbursement assessments, a third type of assessment, shall apply following Notice and Hearing with an Owner.
- 1.2 Regular assessments shall be levied on a fiscal year basis; however, an Owner shall be entitled to pay in twelve (12) equal monthly installments, which are due and payable on the first day of each calendar month. A monthly assessment installment shall be deemed delinquent if not paid by the 15th day of the month due. If an Owner fails to pay a monthly installment by the 60th day after the first day of the month due, the Board may terminate an Owner's right to pay monthly and declare the entire remaining unpaid balance for that fiscal year due and payable.

2. Collection

- 2.1 The Association manager shall provide a Coupon Book to each Owner, to be used by each Owner, to pay regular assessments. It is the Owner's responsibility to pay assessments each month even during periods of absence.
- 2.2 An Owner wishing to pay monthly installments by personal check, issued payable to Summerset at Brentwood II Association, must mail the check to the address immediately below in time to arrive at this address by the 15th day of each month. Assessments may be prepaid for more than one month. Or, as a convenient alternative to writing checks, the procedure preferred by the Association is a pre-authorized "lock box" service elected by Owner using automated electronic transfer of funds from an Owner's savings or checking account to the service bank at no charge to Owners. Monthly assessment amounts usually transfer about the 10th day of each month.

Summerset at Brentwood II HOA
c/o Common Interest Management Services
PO Box 15026
Vallejo, CA 94591-1926

The mailing address of the service bank for overnight payment of monthly assessments:

Summerset at Brentwood II HOA
c/o Common Interest Management Services
Attn: HOA Lockbox MC N06-001
460 Hegenberger Rd.
Oakland, CA 94621

3. Delinquency Notice and Costs

- 3.1 An Owner shall receive a "late notice" when an assessment account becomes delinquent. In such case, Owner should be aware that according to the Civil Code, the Association may recover the following amounts:
- A. all delinquent assessments due,
 - B. reasonable fees and costs incurred in the collecting delinquent assessments, including attorney's fees,
 - C. a late charge of ten percent (10%) of the delinquent assessments or \$10.00 whichever is greater,
 - D. interest on delinquent assessments at the annual rate of ten percent (10%) commencing 30 days after the assessment becomes due.
- 3.2 When owner payments are received on a delinquent account, they shall first be applied to the delinquent assessments until assessments are paid in full, then to other charges and expenses as outlined above paragraph above.

4. Lien notices, Recording of Lien, Foreclosure

- 4.1 When an Owner's assessment account becomes delinquent 60 or more days following the first of the month the assessment was due, the Association shall authorize the manager (or manager's agent) to mail a "pre lien notice" letter by certified mail to Owner, to the last address provided to the Association. That letter shall be mailed at least 30 days prior to recording of a lien, shall include all relevant information, and shall comply with Section 5650 of the Civil Code.
- 4.2 When an Owner's assessment account remains delinquent 60 days or more days following the first of the month the assessment was due, and at least 30 days after mailing of the "pre lien notice", and efforts by the Association or manager (or manager's agent) to resolve the issues with Owner and debt prove unsuccessful, the Board shall authorize the recording of a lien against Owner's Lot and Residence, for the sums outlined in paragraph 3.1 above, in compliance with Section 5650 of the Civil Code.
- 4.3 After a lien has been recorded and the Association has exhausted the procedures in Section 5650 of the Civil Code, and has exhausted procedures of Alternative Dispute Resolution in Section 5975 of the Civil Code, and in absence of a settlement agreement between the Association and owner, the Board shall determine when it becomes appropriate to initiate either judicial or non-judicial foreclosure to sell Owner's lot and Residence to satisfy the lien.

5. Meeting with Board of Directors

In the event Owner receives an assessment delinquency notice and in the absence of timely payments, or Owner has extenuating circumstances, or Owner is in dispute with regard to an assessment matter, Owner shall be encouraged to address a proper written request to the Board for a meeting to review and resolve issues before they reach more serious consequences.

Reviewed and Reissued without content modification by the Board of Directors:
April 26, 2014. Helene Woods, Secretary

Reissued with minor modification by the Board of Directors: October 9, 2015, Helene Woods, Secretary

SUMMERSET AT BRENTWOOD II

RULE 5.2 ASSESSMENT, COLLECTION, AND DELINQUENCY POLICY - EXHIBIT A

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND NON-JUDICIAL FORECLOSURE

The failure to pay association assessments may result in the loss of an owner's property without court action, often referred to as non-judicial foreclosure. When using non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the lien is not paid. Assessments become delinquent 15 days after they are due, unless the governing documents of the association provide for a longer time. (Sections 5600 and 5650 (a) of the Civil Code)

In a non-judicial disclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosures to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 5600 and 5650 (a) of the Civil Code)

The association must comply with the requirements of Section 5650(a) of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5650(a) of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail. Among these documents, the association must send a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has the right to review the association's records to verify the debt. (Section 5650(a) of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5650(a) of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5650(a) of the Civil Code)

An owner may dispute an assessment debt by giving the board of the association a written explanation, and the board must respond within 15 days if certain conditions are met.

An owner may pay assessments that are in dispute in full under protest, and then request alternative dispute resolution. (Sections 5610 and 5650(a) of the Civil Code) An owner is not liable for charges, interest, and cost of collection, if it is established that the assessment was paid properly on time. (Section 15650(a) of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 5650(a) of the Civil Code)

The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist (Section 5650(a) of the Civil Code)

This Exhibit A is an annual disclosure required by Section 5730 of the Civil Code and is part of Rule 5.2

SUMMERSET AT BRENTWOOD II ASSOCIATION

RULE 6.1 ARCHITECTURAL RULES

PURPOSE

Architectural Rules set forth restrictions for exterior changes to a residence to ensure improvements comply with Architectural Standards established by the Association and as administered by the Architectural Committee (“Committee”) and conform to the overall design scheme of the community to maintain property values.

1. POLICY

The Association guides and oversees exterior Owner improvements on a Lot in accordance with the Governing Documents and Architectural Rules.

- A. It is an Owner’s sole responsibility to comply with the governing documents, governmental laws, regulations, ordinances including building permits, codes and standards, safety requirements, inspections, and approvals.
- B. Improvements (as defined in Section 2) of any kind must not be made until Owners submit an Application for Architectural Improvements and it is approved in writing by the Committee.
- C. An Application for Architectural Improvements is not required for maintenance items or seasonal decorations (as defined in Section 2).
- D. The Board of Directors (“Board”) may assess fines, require remedy or removal at the Owner’s expense, if a violation has occurred.
- E. Paint Book updates will be done in consultation with a paint design professional to determine the impact of the suggested changes on the whole community. Proposed updates will follow the same approval procedures as Rule changes.
- F. Owners are not required to complete an Application for Architectural Improvements for exterior ornamentation on street frontage property that measures five (5) feet in height or less or number less than ten (10) except for duets where ornaments are limited to five (5).
- G. Owners are required to complete an Application for Architectural Improvements for exterior ornamentation on street frontage property that measures five (5) feet in height or more or number more than ten (10) except for duets where ornaments are limited to five (5).

2. DEFINITIONS

Exterior Ornamentation—nonpermanent (movable) items.

Improvements - exterior modifications, changes or alterations including everything constructed, installed, removed, painted, or planted on a Lot. This includes, without limitation, buildings, fences, walls, paving, pipes, wires, grading, landscaping, hardscaping, and any other work determined by the Association to be an Owner modification. Except for spot/touch-up painting, any exterior paint work, including repainting the same color, is considered an improvement.

Maintenance—keeping property in good condition and preserving it from failure or deterioration by making repairs or correcting problems. (Refer to Rule 6.6 Property Maintenance Rules.)

Paint Book—contains approved exterior color schemes, approved fence and perimeter wall colors, and is part of the Architectural Rules.

Seasonal Decorations—temporary decorations for holidays.

3. Architectural Improvements Packet

The Architectural Improvements packet includes the following forms: 1. Architectural Improvements Application, 2. Architectural Notice of Completion, and 3. Summary of Requirements for Architectural Improvements Requests. The packet is available from the Office Administrator and on the Summerset II website.

4. Architectural Committee

The Architectural Committee (as established by the CC&Rs and Association Rule 1.10) shall review the submitted application in good faith and strictly in accordance with the written Architectural Standards (Exhibit A) and as set forth in the Governing Documents.

5. General Liability Statement

In the event an improvement or circumstance is not defined or adequately covered in the Governing Documents, interpretation will become a matter of judgment on the part of the Board. The Committee and/or the Board, past or present Owners, 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 improvements, performance of the work or whether the contents of the Governing Documents are correct.

This Rule shall be effective on the date the Board of Directors approves it.

Date approved by the Board of Directors August 13, 2025

Director of Operations Signature Julia J. Warkusch Date 9/10/25

**SUMMERSET AT BRENTWOOD II ASSOCIATION
RULE 6.1 ARCHITECTURAL RULES
EXHIBIT A -- ARCHITECTURAL STANDARDS**

1. Drawings, Specifications or Sketches

For all improvements to an Owner's property such as landscaping, hardscaping, or construction, the work shall be based on plans and drawings to approximate scale and specifications. Drawings shall be included with the application. For extensive changes, a plot plan must be submitted showing contours, natural features, setbacks, drainage, driveway and house location. Professional blueprints may be required.

2. Building Type

Each Residence shall retain the characteristics of the original design, including no less than the interior number of square feet as originally constructed exclusive of porches, patios and garages. All Residences shall remain single story.

3. Setbacks

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

4. Exterior Building and Roof Materials

Additions or modifications to the Residence shall have the same characteristics and appearances as originally constructed regarding stucco, trim, stone or brick and concrete roof tiles.

5. Exterior Paint Colors

All exterior paint color schemes including stucco walls, concrete roof tiles, wood trim, stone masonry, shutters, front doors, garage doors, fencing, perimeter walls, etc., shall be submitted to the Committee for review. Only exterior color schemes listed in the Paint Book will be approved by the Committee.

6. Driveways and Walks

Driveways must be repaired or replaced with concrete. Installation of walkways on a property line requires written approval of owners on both sides of the property line. Use of paint/stain on any concrete surface visible from the street is not permitted. Driveways, entry walks, and sidewalks shall be kept clear of objects, that would interfere with accessibility.

7. Fencing/Perimeter Walls

- A. Fencing shall include vertical pickets finished with fleur-de-lis finial or spear-pointed finials on every other picket.
- B. Front porch fencing may be finished with a flat top rail or plain square ends.
- C. Fence height shall not exceed five (5) feet from ground level.
- D. Fencing shall not be installed any closer to the curb or sidewalk than two (2) feet.
- E. Fencing shall not be installed any closer to the front face of the house than six (6) feet. Fencing may not extend beyond the utility meters.
- F. Fencing on a property line requires written approval of Owners on both sides of the property line.
- G. Side yard fencing must be at least thirty-six inches (36") from an A/C unit (or other permanent fixture) on both the owner's and neighbor's lots
- H. A barrier fence to prevent small animals from escaping through the wrought iron fence (no taller than twenty-four (24) inches) is allowed.
- I. Fencing to conceal the air conditioner and garbage/recycling carts may be replaced with the same or similar fencing.
- J. Fence material between Summerset II Lots must be black wrought iron.
- K. Perimeter walls facing owners' lots may only be painted Navajo White or color-matched to Navajo White.

- L. Perimeter wood fencing may be sealed with wood type sealant/preservative or stained a Cedar/natural wood tone.

8. Drainage

No Owner shall impede, alter, or otherwise interfere with the drainage patterns on a Lot or adjacent Lots, which changes the original Lot or Common Area. Surface water and water from the roof shall flow into the system of underground drainage pipes to the street.

9. Exterior Wiring and Piping

No lines, wires 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 or within approved structures.

The following are excluded from this provision:

- A. Temporary arrangements made during construction
- B. Antenna and satellite dish system installations (refer to Rule 6.3 for specific requirements)
- C. Solar energy system installations (refer to Rule 6.4 for specific requirements)

10. Exterior Lighting

- A. Mercury/sodium vapor lights 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.

11. Street Trees

See Rule 6.2 for the street trees rules.

12. Street Frontage Property

At least 25% of street frontage property, excluding the driveway, front walkway, and street sidewalk, shall include live permanent greenery plants no less than one gallon in size, synthetic turf, or a grass lawn. For safety reasons, any plant material that unreasonably blocks or obscures pedestrian or driver views must be trimmed or will be subject to trimming or removal by the Association.

13. Prohibited Plants

Any plants that are toxic, hazardous, or root-invasive must not be used in landscaping on a Lot.

14. Sheds and Doghouses

Sheds, doghouses, or any similar structures are prohibited.

16. Privacy Partitions

Side/Back Yards:

- May only be installed parallel to and between the two side faces of the residence.
- Must not exceed the height of seven (7) feet.
- Must be constructed in an "open style" with at least 50% air such as lattice, louver, posts, or appropriate wood or metal.
- Shall be natural, white, or match the Residence main body color.
- Must be installed within ten (10) feet of the rear face of the residence.

17. Golf Ball Safety Barriers

- A. Barriers erected for safety purposes shall be mesh netting, transparent solid acrylic, plastic, or shatterproof glass panels.
- B. The length and height will be determined by safety requirements as necessary to protect the Residents.

18. Patio Covers

Covers over a patio, or in any part of the yard, either attached to the Residence or freestanding, shall be subject to the following:

- A. Covers shall be allowed only in the backyard
- B. Any part of an open trellis type cover shall be no closer than five (5) feet to the rear property line.
- C. A cover must not extend beyond the sides of the Residence and must not be any higher than the level of the residence's rain gutter.
- D. All covers, either open or solid, shall be compatible with the architecture and roof pitch and the cover must be natural, white, or compatible with the main body color of the Residence.
- E. No enclosed patio structures shall be permitted.

19. Exterior Door and Window Coverings

Exterior security/screen doors and awnings must be compatible with the approved color scheme of the residence.

20. Common Area Utility and Facility Access

Improvements that restrict access to and/or interfere with any required maintenance and/or repair of any common area utilities or other facilities are not allowed.

This Rule shall be effective on the date the Board of Directors approves it.

Date approved by the Board of Directors August 13, 2025
Director of Operations Julia J. Wantuck Date 9/10/25

SUMMERSET AT BRENTWOOD II

RULE 6.2 STREET TREE MAINTENANCE AND REPLACEMENT POLICY

1. General Policy

Declarant is required by the city of Brentwood to install street trees in the front yard of residences in Summerset. A well-planned street tree program beautifies the community, creates aesthetic pleasure, provides shade during the summer season and adds to the property values.

2. Street Tree Definition

The term "Street Tree" refers to trees originally planted by Declarant along all streets in the development, forming a relatively uniform row of trees on both sides of our streets. These trees were generally planted from 6 feet to 10 feet back from the sidewalks (curbing on non-sidewalk side of the streets). Where houses were located close to the street, they were generally planted approximately half the distance between the sidewalk/curb and the house. The spacing of the trees was generally at about 30-foot intervals, modified by the location of streetlights and driveways too close together to allow for a tree. These trees were planted to provide an aesthetically pleasing look to our neighborhood.

3. Street Tree Replacement

In recognition of the fact that an owner may prefer a different street tree, the Association, in accordance with the City of Brentwood, permits removal and replacement of a street tree. The replacement tree, approved on a case-by-case basis, shall be planted in the same location as the tree removed taking care to restore the surrounding area to the previous landscaped condition. The Architectural Committee may approve minor adjustments to the location of the Replacement Trees. Replacement trees shall be planted within 30 days of receipt of written approval.

While replacement trees can be more homeowner friendly and attractive, be of a small 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 has been developed. Variances to the following list may be considered (See Architectural Standards Exhibit D.)

Botanical name

1. Acer Palraatum
2. Celtis sinensis
3. Cercis Canadensis
4. Lagers troemia
5. Indica Mains floribunda
6. Pyms Calleryana
7. Pistacia chinensis
8. Quercus ruba & coccinea
9. Acer Ginnala
10. Geojera Parviflora
11. Ceratonia Siliqua
12. Sophara Japonica
13. Sepium Sebiferum
14. Primus Cerasifera
15. Koeireutema Paniculata
16. Tilia Cordata
17. Mayhtenus Boaria
18. Augustifolia
19. Acer Buergerianum
20. Cercis Occidentailis

Common Name

1. Japanese Maple
2. Chinese Hackberry
3. Eastern Redbud
4. Crepe Myrtle
5. Ornamental Crabapple
6. Ornamental Pear (Bradford & Aristocrat)
7. Chinese Pistache
8. Red and Scarlet Oaks
9. Amur Maple
10. Australian Willow
11. Carob
12. Chinese Scholar
13. Chinese Tallow (Poisonous Berry/Leaf)
14. Flowering Plum (Except Hollywood)
15. Golden Rain Tree
16. Little Leaf Linden (Expect Bees)
17. Mayten (Evergreen)
18. Raywood Ash (fast growing 25' to 35')
19. Trident Maple
20. Western Redbud

Replacement trees shall be 15 gallon or larger in size depending upon the size of the tree that is removed to maintain symmetry and proportion to other existing trees. Therefore, the replacement tree size shall be subject to committee approval. All costs that relate to removing and disposing of existing street tree and subsequent planting of a replacement tree shall be at the Owner's expense. Trees are to be planted with appropriate lodge poles or cable supports as needed.

4. Tree Maintenance

Normal and routine maintenance of street trees is the Owner's responsibility. This includes:

- A. Pruning branches for street and street light clearance, driveways, and sidewalks
- B. Cutting and removal of all invasive roots
- C. Leaf removal
- D. Disease and insect control
- E. Fertilization

Anyone climbing into street 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.

The Association Management Company will periodically inspect the street trees to determine if any maintenance is required. The results of these inspections shall be report to the Board. Inspection will include root invasions and damage, street, sidewalk, and power pole clearance, and any other maintenance issues that might require professional tree service.

Approved by the Board of Directors: January 10, 2007

Replaces original rule dated March 27, 2002

SUMMERSET AT BRENTWOOD II
RULE 6.3 ANTENNA AND SATELLITE DISH SYSTEMS

PURPOSE

This Rule sets forth the policies for the installation of an antenna or satellite dish systems (“system”).

POLICY

1. Owners, (or Owners on behalf of tenants/other residents), must submit an Architectural Improvement Application to the Architectural Committee (“Committee”) for approval prior to the installation or modification of any system. Owners are solely responsible for compliance with Rule 6.3.
2. Visibility from the street of any components should be minimized. The optimum location is on the rear of the residence behind and below the roof ridge. Installation forward and/or above the roof ridge should be avoided.
3. Wiring or cabling must be installed to be minimally visible from the street.
4. Cable/wiring should be routed through the garage. If installed horizontally behind the eaves or above the gutter, it must be anchored securely to prevent future drooping.
 - a. If visible from the street, it must be painted to blend into the background to which it is mounted.
 - b. If the increased costs to meet the above restrictions are greater than \$500 or 20% of the total project cost (whichever is greater) the Committee may approve alternate plans that minimize the street visibility of the Antenna or Dish system.
5. Only those Antennas or Dishes with a diameter or diagonal measurement of less than one (1) meter (39.37 inches) are permitted.
6. It is an Owner’s responsibility to comply with the governing documents, governmental laws, regulations, ordinances, codes and standards, safety requirements, inspections, and approvals, and to obtain any required certification, license, or building permits.
7. Owners must provide a copy of this Rule to the service provider prior to the start of installation.
8. The Owner must have all parts of the previous system removed prior to submitting the written Notice of Completion to the Committee.

This Rule 6.3 Antenna and Satellite Dish Systems shall be effective on the date of adoption, shall supersede any previous Rule 6.3 Antenna and Satellite Dish Systems, and shall remain in effect until modified by the Board of Directors of the Association.

I, Karon Fields, Secretary of the Summerset at Brentwood II Board of Directors, certify that this Rule was duly adopted by the Board of Directors and came into effect on November 12, 2025.

Secretary signature Karon Fields Date Nov 17, 2025

SUMMERSET AT BRENTWOOD II RULE 6.4 SOLAR ENERGY SYSTEM

PURPOSE

This Rule sets forth the policies for the installation of a solar energy system.

POLICY

1. Owners, (or Owners on behalf of tenants/other residents), must submit an Architectural Improvement Application to the Architectural Committee ("Committee") for approval prior to the installation or modification of any solar energy system. Owners are solely responsible for compliance with this Rule 6.4.
2. It is the Owner's responsibility to comply with the governing documents, governmental laws, regulations, ordinances, codes and standards, safety requirements, inspections, and approvals, and to obtain any required certification, license, or building permits.
3. The Committee must approve or deny the owner's application within 45 days after receiving a completed application.
4. The solar energy system must be installed in the least obtrusive location possible that does not unreasonably delay installation, increase the cost of its installation by more than \$1,000, or decrease its efficiency by more than 10%.
3. Where feasible, equipment should be mounted with sufficient setbacks from the front face of the residence to minimize its visibility from the street. Avoid installing forward of the gas meter.
4. To the maximum extent possible, wiring, conduit, cabling, or equipment must be installed to be minimally visible from the street.
5. Avoid vertical or diagonal wiring, conduit, or cabling runs across the roof.
6. Avoid multiple wiring, conduit, or cable runs on the side of the residence.
7. All conduit, piping, or wiring attached as a permanent installation for the system must be painted to blend into the background to which it is mounted or placed.
8. Owners must provide a copy of this Rule to the service provider prior to installation.

This Rule 6.4 Solar Energy Systems shall be effective on the date of adoption, shall supersede any previous Rule 6.4 Solar Energy Systems, and shall remain in effect until modified by the Board of Directors of the Association.

I, Karon Fields, Secretary of the Summerset at Brentwood II Board of Directors, certify that this Rule was duly adopted by the Board of Directors and came into effect on November 12, 2025.

Secretary signature Karon Fields Date 12/4/25

SUMMERSET AT BRENTWOOD II
RULE 6.5 ARTIFICIAL TURF

1. It shall be the policy of the Association to permit an Owner to install and maintain artificial grass in front and/or backyard, subject to the provisions in federal and state laws (as applicable), Rule 6.1, Architectural Standards and this Rule 6.5.
2. As a condition of approval, the owner shall provide the Architectural Committee with a sample of the brand of artificial grass to be installed, along with the manufacture's product description and warranty. The following also will be evaluated — color, color retention, pile and weight, toxic material, permeability, water absorption, infill material, base and drainage, border material, nap/ grain and ground vaults.
3. Backyard lawns may be replaced with artificial grass using the same standards with the exception that an artificial putting green may be added, if approved, by the Architectural Committee.
4. Trees may not be removed to facilitate the installation of artificial grass. See Rule 6.2.
5. Removal of sub soil/dirt is addressed in Rule 6.1 Exhibit A #10.
6. Change of slope, grade or drainage is prohibited by Rule 6.1 Exhibit A #11. The original lawn sprinkler system shall be kept intact - Rule 6.1 Exhibit A #11
7. In addition to the requirements of Rule 6.1 Exhibit A #16, "Landscape Maintenance," artificial grass shall be kept in good repair. Any noticeable defects such as rips, seam separation, tree roots, etc. shall be repaired to its original appearance. In the event of a refusal or delay in repairing any noticeable defect, the homeowner shall be given a notice of noncompliance for failing to maintain the artificial grass in its original appearance Rule 6.1 Exhibit B.

Approved by the Board of Directors

April 19, 2014 *Helene Woods*

Secretary

SUMMERSET AT BRENTWOOD II

RULE 6.6 PROPERTY MAINTENANCE

PURPOSE

This Rule establishes Policy and Standards for property maintenance and summarizes the information in the Articles of the Covenants, Conditions, and Restrictions (“CC&Rs”) (as noted). (Refer to CC&Rs Article 10 Maintenance of Property for complete information.)

POLICY

- A. Owners are responsible for the maintenance of their Lot and all improvements thereon (including but not limited to awnings, exterior ornamentation, seasonal decorations, signs, flags, banners, etc.) and must keep the same in a clean, sanitary, workable, and attractive condition. (CC&Rs 10.2.1) This includes the Owner’s side of any perimeter wall and/or fencing.
- B. Owners of the adjacent Lots share the responsibility for maintenance and painting of Party Fencing, Party Roof Ridges, and Party Walls. (CC&Rs 11.2) Maintenance of shared walkways is the responsibility of Owners of both Lots.
- C. Fencing between a Lot and the golf course is the responsibility of the Owner of the Lot (CC&Rs 10.2.6).
- D. Owners are responsible for maintaining, repairing, and replacing the lock on their mailbox. (CC&Rs 10.2.9)
- E. All painting work (except for touch-up/spot painting) requires Architectural Committee approval before work begins. (Refer to Rule 6.1)
- F. Lots shall be maintained consistently with the Standards (as defined in Section 3 of this Rule).
- G. The Board of Directors (“Board”) shall have the discretion to determine if any maintenance, repair, or replacement that is the responsibility of an Owner is necessary to preserve the appearance and value of the property. (CC&Rs 10.5)
- H. The Board may assess fines, require remedy or removal at the Owner’s expense, if a violation has occurred. (CC&Rs 15.12)

DEFINITIONS

Maintenance – Keeping property in good condition and preserving it from failure or deterioration, including painting, caulking, cleaning, and minor non-structural upkeep. (CC&Rs 1.24)

Party Fencing – Fencing on the common boundary between two (2) or more Lots. (CC&Rs 1.30)

Perimeter Walls/Fencing – Walls and/or fencing placed on the property line between an Owner’s Lot and property owned by others outside the Association.

STANDARDS

- A. Landscaping must be maintained in a neat and orderly condition. This includes regular fertilization, irrigation, and pruning to promote healthy plant growth. (CC&Rs 1.24)
- B. Irrigation systems must be fully maintained to ensure the health and vitality of landscape materials and minimize overspray. (CC&Rs 10.2.7)
- C. All lawns must be neatly mowed, and trees and shrubs must be neatly trimmed.
- D. Landscape areas (including lawn, artificial turf, and areas with filler material, such as mulch or

stone), must be kept free of weeds and debris and maintained to prevent bare spots. Filler may be replaced with like kind.

- E. Street trees must be trimmed to maintain a ten (10) foot clearance over sidewalks and a fifteen (15) foot clearance over streets. Trees must be pruned for streetlight and driveway clearance. Invasive roots must be cut and removed to prevent damage to sidewalks and streets. Remove leaves and tree debris promptly. Use insect control and fertilize as recommended.
- F. Any noticeable defects in artificial turf such as rips, seam separation, unevenness, creasing, lumpiness, etc. must be repaired to return the turf to its original appearance.
- G. Shrubs must not overhang the sidewalk and curb.
- H. For safety reasons, any plant material that unreasonably blocks or obscures the views of pedestrians or drivers must be trimmed or will be subject to trimming or removal by the Association.
- I. Diseased/dead plant material (including bushes, shrubs, and annual flowers in existing flower beds) must be removed and replaced. Refer to Rule 6.2 for removing or replacing street trees.
- J. Awnings must be kept in a clean and attractive condition and must be removed or replaced if excessively faded or damaged.
- K. The driveway on the Lot and the street in front of the Lot must be kept free of oil, grease, and stains. (CC&Rs 10.2.3) Driveways must be repaired with concrete.
- L. Street frontage gutters must be kept free of weeds and debris.
- M. Owners must regularly clear all storm drainage inlets situated upon or adjacent to their Lots and must maintain the capacity and flow. (CC&Rs 10.2.2)
- N. Any exterior wiring, conduit, or cabling must be maintained to be minimally visible from the street.

Lot Maintenance During Construction

- A. Excess dirt must be removed from the site as soon as possible. Dirt and mud in the street shall be removed each day by 7 p.m.
- B. The Lot must be kept clean and orderly. Trash and waste materials must be kept in containers and periodically removed from the site.

This Rule 6.6 Property Maintenance shall be effective on the date of adoption, shall supersede any previous Rule 6.6 Property Maintenance, and shall remain in effect until modified by the Board of Directors of the Association.

I, Karon Fields, Secretary of the Summerset at Brentwood II Board of Directors, certify that this Rule was duly adopted by the Board of Directors and came into effect on November 12, 2025.

Secretary signature Karon Fields Date 12/4/25

SUMMERSET AT BRENTWOOD II

RULE 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.

1. Emphasis on sound control shall be in effect during the period from 9:00 p.m. to 8:00 a.m.
2. The sound volume from a radio or similar 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.
3. 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.
4. Entryways and backyard patios shall not be used for storage of household cleaning equipment, drying of clothes, 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 "junk" or "waste." The number of garden objects and displays shall be kept to a minimum.
5. Garbage and recycle containers shall remain behind the container fence until set out at the curb the night before, or morning of, the scheduled day of pick-up. Empty containers shall be returned to their fenced location that same day. Owners absent on garbage day should make arrangements with a neighbor to preclude containers remaining on the street longer than a day.
6. Only one (1) real estate sign for sale or rent that conforms to the specifications established by the Association shall be displayed in the front yard of the Residence and placed halfway between the curb and the front of the residence. No other commercial or political sign, poster, advertisement, notice displayed to public view on or from any Lot, Residence, window or Common Area without the express approval of the Board of Directors.
7. No exterior clothesline shall be erected or maintained for the exterior drying of clothes.
8. No short wave or any other kind of radio station shall be operated from any residence or Common Area.
9. 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.
10. A community garage sale may be announced from time to time as authorized by the Board of Directors. No individual Owner garage or yard sales shall be permitted. An estate sale may be held with approval of the Board. The application may be obtained from the Summerset II office or website.
11. No individual or organization shall solicit door to door within the Project 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 proper approval of any such activity from the Board.

12. Smoking of tobacco products shall be prohibited in the Recreation Building and on the patio surrounding the swimming pool and spa.
13. 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.
14. Exterior holiday decorations and lights shall be removed within fifteen (15) days after the respective holiday.

I, **Michael J. Quinn**, the Secretary of the Summerset at Brentwood II Association, certify that RULE 7.1 GENERAL ENVIRONMENTAL STANDARDS was duly adopted by the Board of Directors of the Association and came into effect on August 9, 2023.



Signature

8/9/2023

Date

SUMMERSET AT BRENTWOOD II

RULE 7.2 VEHICLE PARKING AND STORAGE

1. Owner/Resident Passenger Vehicle Parking

- A. All Owner/Resident passenger vehicles including golf carts and light trucks shall be parked in enclosed garages, driveways or parking areas designated by the Association.
- B. Overnight parking of Owner/Resident passenger vehicles in the driveway shall not be permitted unless the garage is filled to its designed capacity with permitted vehicles and a waiver is granted by the Board of Directors.
- C. Overnight parking of Owner/Resident passenger vehicles on the street is not permitted.
- D. Each Owner/Resident's garage shall be kept sufficiently clear to provide enclosed vehicles parking for the equivalent number of designed garage spaces.
- E. It is the intent that garages shall be used only for vehicles used for personal transportation.

2. Temporary Parking

- A. Owner/Resident may obtain a parking permit from the gate attendant to park a personal vehicle on the Owner/Resident's driveway for no longer than seven (7) days.
- B. To request longer than seven (7) days, please complete a Parking Waiver Request form and put it in the Board of Directors drawer in the clubhouse.
- C. New Owners/Residents who are in the process of moving in may park their personal vehicle(s) in their driveway for a maximum of thirty-days (30) provided a parking permit is obtained from the gate attendant.
- D. Clubhouse Parking--When attending Clubhouse functions attendees should use either the parking lot at the corner of Upton Pyne Drive and Summerset Drive or the Golf Course parking lot near the entry gate to Summerset II. The parking lot across from the Clubhouse is for use only when attending Clubhouse activities. Overnight parking is not permitted.

3. Special Circumstances

- A. Any additional parking requests shall be submitted to the Board via a Parking Waiver Request Form for a decision on an individual basis
- B. Permission may be granted by the Board to allow one vehicle on the driveway, but not on the street. A Parking Waiver Request form can be obtained at the Office Administrator's office.

4. Non-Resident Parking

- A. Non-residents must obtain a guest pass from the gate attendant and continuously display it so that it is clearly visible. It is recommended that guests park in the Owner/Resident's driveway whenever possible. Guest parking shall be limited to seven (7) days. Thereafter, a new guest pass must be obtained from the gate attendant.
- B. Guests parking a recreational vehicle must adhere to the rules detailed in paragraph six (6) of this rule. The Owner/Resident accepts all risk of loss and damage and agrees to indemnify the Association from all claims arising out of the parking of said recreational vehicles on the street in front of the Owner/Resident's dwelling.
- C. Guests arriving after gate attendant hours may use the call box to gain entry.
- D. Owner/Residents who know a guest will be arriving after hours may obtain a pink guest pass in advance from the gate attendant. If no pass has been obtained, the Owner/Resident or guest must obtain one from the gate attendant as soon as practicable.

5. Stationary Containers

- A. It is the responsibility of the Owner/Resident to obtain a parking pass from the gate attendant and

- affix it (with tape) to the back of any stationary container i.e. moving pod or waste container.
- B. These containers may be placed for a period of no longer than (7) seven days unless an extension is requested in writing to the Board via a Parking Waiver Request form.
- C. If the container does not have reflecting hardware, Owner/Residents may borrow a reflective cone from the gate attendant to place behind and in front of the containers.

6. Recreational Vehicles

- A. Owner/Residents who wish to park recreational vehicles (including, but not limited to, motor homes, travel trailers, boats, and campers) overnight on driveways, streets, or other common areas of the community must obtain an RV pass from the gate attendant.
- B. In no case shall the vehicle impede the flow of traffic or cause a safety issue.
- C. It is each Resident's responsibility to place a reflective cone (available to borrow from the gate attendant) in front of and behind the vehicle.
- D. Residents parking a recreational vehicle in the community are restricted to a maximum of 48 hours in any 30-day period.
- E. Owner/Resident-owned recreational vehicles shall not be used as a temporary overnight dwelling.
- F. Guest-owned recreational vehicles may be used as a temporary overnight dwelling for a maximum of 48 hours.

7. Vehicle Maintenance and/or Repair

- A. No part of streets, driveways, or other common areas shall be used for maintenance, repair, construction, or reconstruction of any vehicle.
- B. Any such activity shall be conducted wholly within an Owner/Resident's garage. The garage door may be open when necessary to provide ventilation when working.
- C. Driveways and streets shall be kept free of oil, grease and stains. No items used to collect oil or fluid drippings shall remain visible on the street or driveway when the vehicle is absent.

8. Prohibitions

Owner/Residents and guests are prohibited from the following:

- A. parking inoperative or commercial vehicles on the street, in a driveway, or in the common areas of this community. Any vehicle with commercial signage or used for commercial work is considered a commercial vehicle. Owner/Residents can request (in writing) a parking waiver for commercial vehicles from the Board. Decisions will be made on an individual basis.
- B. parking vehicles displaying a "For Sale" sign (including but not limited to golf carts, RV's, boats, or towed trailers) on the street, in a driveway, or in the common areas of this community.
- C. using car covers on vehicles parked outside

9. Rule Violation Penalties & Improperly Parked/Stored Vehicles Violation of the above rules shall be subject to the penalty schedules available in the Board of Directors outlined in Rule 2.2.

The Association reserves the right to remove any vehicle improperly parked or stored. Expenses incurred in removing, towing or storing of vehicles shall be charged to the Owner/Resident as a Reimbursable Assessment.

Rule 7.2 Vehicle Parking and Storage approved by the Board of Directors: June 12, 2019. This supersedes Rule 7.2 approved by the Board of Directors: February 13, 2017


Signature
W. BEHAN
Date

Secretary signature
Secretary name (print)

SUMMERSET AT BRENTWOOD II
RULE 7.3 ANIMAL OWNERSHIP AND CONTROL

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

1. Pets shall be licensed as required by the City of Brentwood and Contra Costa County regulations. An Owner/Resident shall not own and maintain any animal in violation of applicable governmental regulations or ordinances.
2. An Owner may keep no more than two (2) customarily un-caged 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 the Community.
3. Dogs and cats belonging to an Owner/Resident or Guest shall be leashed at all times within the Community unless on the lot of the Owner/Resident the leash line, when extended, shall not be longer than six (6) feet. Excessive barking and/or howling by dogs for fifteen (15) continuous minutes or intermittently for sixty (60) minutes shall be considered a nuisance and shall be subject to subsequent action by the Board of Directors.
4. No feeding of stray dogs, cats, or any feral animal shall be allowed. No farm animal, including but not limited to cats and dogs, shall be kept, bred, or raised for commercial purposes.
5. No animal shall be allowed in the Common Areas, including streets, unless under the control of a responsible person, by leash or other means.
6. No animals, except Guide Dogs, shall be allowed in the Clubhouse or Pool Area.
7. Owner/Residents of an animal creating waste shall be responsible for removing such waste immediately from any Lot, including the Owner/Residents property, streets, and any Common area.

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.

Approved by the Board of Directors: Jeanne A. Dean 6-13-2007

Reviewed and Reissued without content modification by the Board of Directors:

April 14, 2014 Helene Woods
Secretary

SUMMERSET AT BRENTWOOD II

RULE 7.4 SIGN POLICY

1. It shall be the policy of the Association to limit the number and type of signs displayed from Lots, Residences, and Common Areas. Further, any signs related to governmental regulated matters shall comply with state, county, and city ordinances and regulations.
2. Signs, which are reasonably located and displayed, to public view shall be limited to one of the following categories:
 - A. For sale, lease/rent, or exchange of the Lot/Residences including directional signs, Owner's or agent's, address and telephone number.
 - B. Association safety and Association Clubhouse, pool, spa, tennis courts, bocce ball courts, golf course, and pedestrian gates.
 - C. Two security system signs, one in the front yard and one in the backyard (if desired), no larger than twelve (12") in size and placed within three feet (3') of the Residence.
 - D. As approved or required by legal proceedings.
 - E. Three political signs shall be allowed in the yard of the Resident and shall be removed three (3) days following the election.
3. 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 be placed no closer to the curb than one-half the distance between the curb and Residence including garage, shall not exceed twenty-four inches (24") by thirty-six inches (36") in size, shall be mounted on one (1) or two (2) posts.
4. No public sign shall be displayed which invites the public with access into Summerset II. However, one "Open House" A-frame sign shall be permitted if placed off the street in front of the Owner's Residence provided Owner or Owners agent removes the sign from view by 6:00 p.m. each evening.
5. "For Sale" signs on or in vehicles placed in view of other Owner and Residents shall not be permitted.
6. Flags of the United States being displayed by Homeowners should follow these guidelines as outlined in the Davis-Sterling Act (Civil Code 1353.5 and 1353.6).
 - A. One flag in the front and/or back of the house per household, with the exception of special occasions (i.e. 4th of July). On these occasions more are permitted and the duration should be reasonable (i.e. 1 week before and after the event).
 - B. The size of the flag should be determined by good judgement. The total size shall not exceed 15 square feet.
 - C. The flag should be maintained in good condition (i.e. Clean, not torn or with extreme discoloration, etc.)
 - D. Flags shall be made of cloth and/or canvas.
 - E. A U.S. flag consists of 13 equal horizontal stripes of red (top and bottom) alternating with white: there is a blue rectangle in the upper hoist-side corner bearing 50 small white, five-pointed stars arranged in nine off-set horizontal rows of six stars (top to bottom) with rows of five stars.
7. Flags other than U. S. may be displayed by Owner-Resident.
 - A. Only one non-U. S. flag may be flown at one time. This flag may be flown by itself or in conjunction with the U. S. flag.
 - B. Flag must be maintained in good condition (i.e. clean, not torn or with extreme discoloration, etc.).
 - C. Flag shall not be made of lights, roofing, siding, paving material, flora, balloons or any other similar materials, or include the painting of architectural surfaces.

D. Flag size shall not exceed 15 square feet.

8. Political signage shall be reasonable size: Signs not to exceed 9 square feet and no more than 3 in quantity. They should be on display a reasonable time not to exceed 3 weeks before and 3 days after an election. The location of the sign shall not be placed no closer to the curb than one-half the distance between the curb and Residence.
9. Signs and flags not conforming to the policy shall be removed by the Association and stored with any Association expenses charged to the Owner. Further, if deemed necessary, the provisions of the Rule 2.2 shall apply.

Approved by the Board of Directors: Joanne Alsterlind _____ June 16, 2010

Reformatted and reissued with minor modification by the Board of Directors;

April 27, 2014 Helene Woods Secretary

SUMMERSET AT BRENTWOOD II
RULE 8.1 CLUBHOUSE USE

The purpose of this rule is to delineate who can use the Clubhouse, for what reasons, and when it can be used. As part of the Association’s common area, the Clubhouse is available for use by all eligible Summerset II (SSII) residents and their accompanied guests as a gathering place to enjoy social and recreational activities.

Applicants (recognized as a resident only) shall be personally and completely liable and shall indemnify and hold the Association, its Officers, Directors of the Board (BOD), Committee and Club/Group Members, agents, and employees harmless from and against all claims, losses, costs, and damages of any kind against the Association in connection with their use of the facilities.

Each USE is subject to fees, deposits, proof of insurance, etc. as listed on the individual USE forms. Forms are not included in this Rule but are integral to Clubhouse use. Forms are approved by the BOD and are distributed as a complete packet by the Office Administrator (OA).

Use of the Clubhouse, or any portion thereof, is considered communal except for the limited purposes detailed in this Rule. Uses are subject to all Governing Documents and laws in effect. The Board of Directors (BOD) has the authority to deny an event even if a similar type of event has been approved in the past. The BOD must approve any exceptions to this Rule.

DEFINITIONS

Applicant	An eligible resident applying for private or reserved use of the Clubhouse.
Authorized Club	A group of residents authorized by the BOD as a club per Rule 1.3.
Authorized Representative	A person (typically the OA) authorized by the BOD to approve Clubhouse use dates and to sign contracts and related documents.
Assembly for Common Interests	Ensures that residents of SSII can peacefully assemble and freely communicate with one another with respect to common interest development living or for social, political, or educational purposes.
Communal Use	Use by all residents.
Designated Contact	The person the monitor notifies if issues arise at a Memorial.
Association	Summerset at Brentwood II Association.
Reservation	When a specified common area is set aside for individual (but not private) short-term use.
Resident	Any person who resides on a Lot within the Development whether or not such person is an Owner. (CC&Rs 1.23)
Summerset Club	A group that is open to residents of Summerset I, II, III, and IV but has not been authorized by the SSII BOD nor is it based in SSII.

USES AND FORM NUMBERS

Assembly for Common Interests 8.1M and 8.1N	Residents may use the ballroom to freely communicate with one another with respect to common interest development living or for social, political, or educational purposes per Civil Code §4515.
Board of Directors Use	The BOD may reserve the Clubhouse or portions thereof for

N/A	scheduled BOD meetings/sponsored events/activities, celebrations, or other receptions by contacting the OA.
Instructional Use 8.1P	Teachers/Trainers (including residents and outside vendors) may reserve areas of the clubhouse or common areas for their classes with BOD approval.
Memorial Use 8.1C, 8.1D, 8.1E, 8.1F, 8.1G	Use of any authorized area of the Clubhouse for a Memorial or Celebration of Life reception that is restricted to the Applicant and their invited guests.
Private Use 8.1A, 8.1B, 8.1C, 8.1D, 8.1E	Use of any authorized area of the Clubhouse that is restricted to the Applicant and his/her invited guests.
Reserved Use 8.1K, 8.1L	Non-private use of the craft room or library by Summerset II residents.
SSII Authorized Clubs' Use 8.1H, 8.1J	Use by an Authorized Club and its invited guests.
Standing Committees' Use N/A	Standing Committees may reserve the Clubhouse or portions thereof for meetings by contacting the OA.
Summerset I, III, and IV Clubs' Use N/A	Clubs based in Summerset I, III, or IV have limited access to the SSII Clubhouse and are encouraged to rotate meetings at the other Summersets' Clubhouses. A SSII resident must reserve the space.

FORMS (APPROVED BY BOD—DISTRIBUTED BY OA)

- 8.1A PRIVATE USE REQUEST
- 8.1B PRIVATE USE CONTRACT
- 8.1C PRIVATE AND MEMORIAL USE INSTRUCTIONS
- 8.1D PRIVATE AND MEMORIAL MONITOR RESPONSIBILITIES
- 8.1E PRIVATE AND MEMORIAL PRE-AND POST- USE INSPECTIONS
- 8.1F MEMORIAL USE REQUEST
- 8.1G MEMORIAL USE CONTRACT
- 8.1H AUTHORIZED CLUB USE REQUEST
- 8.1J AUTHORIZED CLUB USE INSTRUCTIONS
- 8.1K CRAFT ROOM OR LIBRARY RESERVATION REQUEST
- 8.1L CRAFT ROOM OR LIBRARY RESERVED USE INSTRUCTIONS
- 8.1M ASSEMBLY FOR COMMON INTEREST RESERVATION REQUEST
- 8.1N ASSEMBLY FOR COMMON INTEREST USE INSTRUCTIONS
- 8.1P INSTRUCTIONAL USE APPLICATION
- 8.1Q CLUBHOUSE DIAGRAMS AND TABLE/CHAIR COUNTS

ELIGIBILITY

1. Residents and their accompanied guests may use all areas of the Clubhouse under the following conditions:
 - A. Resident must be an owner or a registered tenant of the owner.
 - B. Resident must be registered with the Association and its management Company.
 - C. Resident cannot be suspended from use of Common Areas (per CC&Rs 15.8.2.)
 - D. The Clubhouse area is not otherwise reserved or contracted.
2. The Clubhouse may be available for use by non-residents, outside organizations, or vendors with prior Board approval.

AVAILABILITY

Priority for availability will be determined by how the use best benefits the whole community. Generally, proposed use/events should not interfere with a regularly scheduled activity/event or with a prior reservation. Occasional conflicts will be addressed by the OA.

Priority

- 1. Board meetings/events
- 2. Standing Committee meetings
- 3. Authorized clubs' meetings/events
- 4. Ongoing activities on the Master Calendar

PROCEDURES

Residents should contact the OA for the relevant forms for any use. Completed forms, the required supporting documents, and fees (as applicable) must be submitted to the OA within the specified time frame for the Board to consider the request for the limited uses specified in this Rule.

This Rule 8.1 CLUBHOUSE USE shall be effective on the date of adoption, shall supersede any previous Rule 8.1 and shall remain in effect until modified by the Board of Directors.

I, Sheldon W. Helms, am the Secretary of the Summerset at Brentwood II Association, and certify that this Rule was duly adopted by the Board of Directors of the Association and came into effect on the 8 day of Nov

Secretary Sheldon W. Helms Date 11/9/23

SUMMERSET AT BRENTWOOD II

RULE 8.2 SWIMMING POOL AND SPA

Overall Policy: The Association shall have responsibility to operate and maintain the swimming pool, spa, and surrounding area in a proper manner for the beneficial use of residents and their guests. Guests may not use the pool, spa, or patio area unless a Resident accompanies them. The Resident must remain with his/her guest(s) during the time the guest is using the facilities. Guests under the age of 18 must be directly supervised by a responsible resident. **Caregivers may not use the pool, spa, patio areas unless accompanied by the resident they are in charge of.**

The swimming pool, spa, and surrounding patio area shall be reserved for the exclusive use of Summerset II Residents and Guests. These facilities are not available for lease or private use.

1. **Hours:** The patio, spa, and pool areas shall be available daily from 7 AM to 10 PM every day of the year (unless closed for maintenance and repair reasons.) The pool shall be heated and open for use from May 1st through October 31st. The pool shall be closed November 1st to April 30th each year and will not be heated. The spa will remain open and heated throughout the year. **Family swim time for guests under the age of 18, while accompanied by a resident, will be available during the following hours.**

11:00 AM to 4:00 PM Monday through Friday

11:00 AM to 5:30 PM Saturday, Sunday, Holidays

Guests over the age of 18, while accompanied by a resident, may use the pool and spa during all normal operating hours: 7:00 AM to 10:00 PM daily.

Swimming pool hours are subject to change by the Board of Directors.

The Board of Directors reserves the right to permit use of the pool for scheduled group activities (such as water aerobics or other classes.)

2. **Conditions for use: NO DIAPERS OF ANY KIND ARE ALLOWED. Children who are not toilet trained and adults who are incontinent are not allowed in the pool or spa.**
 - **POOL:** A responsible adult should always be in the pool with a child who is five years of age or younger. Non-swimmers (including adult non-swimmers) must be accompanied in the pool by an adult swimmer.
 - **SPA:** Guests under the age of **14** are **not** permitted in the spa.
 - **POOL ATTIRE:** Proper swim attire shall be required when using the pool or spa. No cut-offs or other street clothing shall be allowed. T-shirts are discouraged but may be worn for sun protection. Wearing Life-Saving Flotation gear is acceptable. (Flotation devices such as inner tubes are **not permitted**.)
3. **Safety: There shall be no lifeguard on duty at any time.** Residents and Guests shall use these facilities at their own risk. The Association assumes no liability for any person using the pool or spa. Except on entering and leaving, the iron fence gate and clubhouse building doors shall remain closed at all times. Glass containers, bottles or products, sharp or pointed objects, or items which could injure are not permitted in the pool/spa or surrounding patio areas.

There shall be NO RUNNING, PUSHING, JUMPING OR DIVING into the pool.

- 4. Hygiene:** All persons should use the pool shower before entering the pool/spa. Persons with, communicable disease, including communicable skin disease, may not use the pool or spa.
- Spitting and blowing one's nose in the pool or spa is prohibited.
 - No food, beverage or chewing gum is allowed in the pool or spa.
 - Poolside furniture should be protected from suntan and body lotions by covering the furniture with a towel before sitting or lying down.
 - Using large amounts of oil-based suntan lotions is discouraged.
 - Restroom doors leading to the pool area shall remain unlocked during the pool and spa hours. Please wash hands and use the pool shower before returning to the pool.
- 5. Noise:** Except for Association-approved group activities, activities and games that are noisy or interfere with others; use of the pool and spa are prohibited. No horseplay, running or excessive splashing shall be allowed. Noise shall be held to an acceptable level, including radios and other electronic equipment. Persons who violate this policy will be asked to leave.
- 6. Use of equipment:** The Summerset II pool area equipment such as tables, chairs, flotation equipment or toys shall be shared for optimum use. Please straighten area when you leave; return chairs to where you got them and close umbrellas after use. Residents and their guests may use their own flotation devices and/or toys insofar as they do not interfere with others using the facilities. No large rafts, floating chairs or inner tubes are allowed. The use of water guns, squirt guns, footballs, baseballs and water balloons are specifically prohibited.
- 7. Food & Beverage:** No food, beverage, or chewing gum is allowed in the pool or spa. Glass and other breakable items are not permitted in the pool area. Residents and guests are responsible for cleanup of food and beverage items they bring into the pool area (also see Safety & Hygiene Topics). Cooking within the pool area shall be permitted only for an approved Association Event. Pool Parties or group functions are not allowed unless approved by the Board of Directors.
- 8. Smoking:** Smoking is prohibited, as described by Rule 7.1, paragraph 12.
- 9. Pets:** Pets shall not be permitted in the pool/spa/patio area except for service animals trained to serve disable residents or guests.
- 10. Problems:** Should you observe or experience any problems(s) in the pool, spa, or patio area, fill out a "Pipeline to the Board" form and place it in the Board mailbox in the Clubhouse. Please do not ask the Activity Director to enforce the pool/spa rules.

The Association reserves the right to remove any person(s) for violations(s) of these rules, creating a nuisance and/or causing danger to self or others. Owners and residents who are held responsible for infractions, violations or damage to Association property shall be subject to fines and/or reimbursement of Associations repair expenses, as determined by the Board of Directors.

Approved by the Board of Directors: June 14, 2023

 Secretary

SUMMERSET AT BRENTWOOD II

RULE 8.3 GAME AND FITNESS FACILITIES AND EQUIPMENT

1. General Policy

The Association shall provide and shall be responsible to maintain in clean and appropriate condition, various recreation sports, game, and fitness facilities, and related equipment and supplies for the enjoyment and beneficial use by Owners, Residents, and guests. Owners and Residents shall be responsible for using these facilities for the purpose intended and in a proper manner, exercising due diligence and care of property and equipment. Owners and Residents shall be responsible for their guests. Guests may use poolroom, bocce, tennis, and swimming facilities only in the presence (throughout use) of an owner or Resident. **NO GUESTS SHALL BE ALLOWED IN THE FITNESS ROOM.** No animals except service dogs allowed in Recreation Center.

This Rule 8.3 shall cover the bocce ball court, tennis courts, and pool and fitness rooms in the recreation building- Swimming pool and spa use are covered under separate rule 8.2.

Use signs shall be posted at each facility.

2. Bocce Ball Court Rules

- A. Only those playing shall be on the court during a game.
- B. No high-heeled shoes or heavy-tread tennis shoes shall be worn on the court.
- C. No glass containers are allowed on the court.
- D. No smoking on the court.
- E. Do not bounce the balls on hard surfaces.
- F. Smooth out all ball marks during play.
- G. When the game is over, check the court for ball marks and smooth them over.
- H. The person who checked out the equipment shall be responsible for checking it in, in good condition.

3. Pool Room

- A. A sign-up sheet for use of poolroom facilities shall be posted inside the room and use shall be limited to one hour during busy periods.
- B. Damage to or loss of poolroom equipment shall be the responsibility of the person who signed in.

4. Fitness Room

- A. The exercise equipment shall be for the exclusive use of Owners and Residents. No guests shall be allowed to use the facility.
- B. Exercise equipment shall not be moved. Damage may result if moved.
- C. Proper exercise clothing is required. Removal of shirts or shoes while operating the equipment is prohibited. Safety and etiquette reasons apply. Remember this is a co-ed exercise center.
- D. If persons are waiting, usage shall be limited to 20 minutes per machine.
- E. Fitness room doors shall be closed at all times and locked when not in use.
- F. Users shall read and comply with posted rules.

5. Tennis Court Regulations

- A. Use of courts shall be limited to Summerset II Owners and Residents and their guests.
- B. Sign-up board must be used whether or not other players are waiting. Use sign-up board to reserve playtime not more than 24 hours in advance.
- C. To assure equitable court play and maximum court usage, the following play times are

suggested, and play may continue beyond these time limits if no other players are waiting to play: Singles 1 hour, Doubles 1-1/2 hours, Individuals 1/2 hour.

- D. Proper court etiquette and common courtesy shall be observed at all times.
- E. No activities other than tennis shall be allowed on the courts.
- F. Courts shall be used only between the hours of 7:00 AM. and dusk.
- G. Proper tennis attire shall be worn at all times on the courts.
- H. White bottom tennis shoes are required. Absolutely no black-soled or street shoes of any kind shall be allowed.
- I. Shirts or other tops must be worn. No swimming suits or cutoffs. Warm-ups are permitted.
- J. Waiting persons will minimize distractions to players while a point is in progress and will not enter a court while ball is in play.
- K. Stray balls will be returned when requested. Players will wait until point is over on other court before asking for stray balls.
- L. Spectators may sit quietly on the court sidelines only if none of the players object and they do not disturb players on any court.
- M. Tennis court gates are self-locking. Keep your key with you at all times and make sure the gate is securely closed upon leaving the courts.

6. Damage or Loss

Owners and Residents shall be responsible for damage to Association property and for damage or loss of game equipment and supplies, as reported by the Activities Director. Failure to repair or replace equipment and supplies with comparable items and/or return to original condition shall be subject to Rule 2.2, Enforcement of Project Documents and Monetary Penalty Schedule.

Approved by the Board of Directors: January 9, 2008

Reformatted and reissued with minor modification by the Board of Directors:

April 25, 2014 *Helen Woods*
Secretary

SUMMERSET AT BRENTWOOD II
RULE 8.4 SUMMERSET II NEWSLETTER

1. The primary purpose of the newsletter is to disseminate information of interest to Summerset II residents including; scheduled Recreation Center events, planned special functions, as well as trips that are designed to be of interest to the residents of all of the Summerset communities. The newsletter shall also be used to communicate information from the Board of Directors and the Property Manager to the residents of Summerset II.
2. The Summerset II Newsletter Committee will consist of at least 5 Summerset II residents as members appointed by the Board to terms of two years, provided that two of the members initially sitting on the Committee shall serve a term of one year. The chairperson of the committee will serve as the editor of the newsletter. The Activity Director will be a standing member of the committee.
 - A. The Summerset II Newsletter Committee is responsible for preparing, editing, and publishing the Summerset II Newsletter on a monthly basis. The Newsletter Committee will be responsible for soliciting advertisements for the newsletter. The Board must approve all advertisements.
 - B. The Activity Director is responsible for submitting to the Committee a monthly calendar of events, written short articles on all functions, and trip information for Summerset II trips. The Activity Director is responsible for the distribution of the newsletter.
 - C. All articles and scheduled events must be submitted to the committee by the 10th of each month.
3. The general guidelines on newsletter content are:
 - A. The newsletter will contain a calendar for the month that lists the daily events, pertinent upcoming club events, social functions, scheduled trips, etc.
 - B. All summerset Clubs will be asked to write a short article on any event they will be sponsoring. The event coordinator's name and phone number must be listed.
 - C. Other Summerset communities are encouraged to provide similar calendars pertaining to their respective communities as well as articles of interest to all Summerset communities.
 - D. There will be one page with all Summerset II events and trips to be provided to the other Summerset communities with a monthly calendar.
 - E. There will be NO loose flyers for trips or events in the newsletter. Flyers will also be available at the Recreation Center.
 - F. If a travel agency wishes a full page (or larger) item placed in the newsletter and the committee approves of the item, the agency must provide sufficient finished copies to be distributed with the newsletter.
 - G. All advertising revenue shall be deposited by the Management Company in the Association's Operating Account in a separate Newsletter line item within the budget. This revenue will be used to offset the cost of printing or pay for the newsletter. Any cost associated with the production of the newsletter must have approval of the Board.

Reviewed and reissued without content modification by Board of Directors;

April 25, 2014 *Helene Woods* Secretary

SUMMERSET AT BRENTWOOD II

Rule 9.1 VEHICLE AND PEDESTRIAN ENTRY

1. Owner/Resident shall enter through the main gate or the unmanned gate on Gladstone Dr. utilizing their gate transmitter. Visitors/service people and contractors shall enter through the main gate upon clearance from the gate guard.
2. Owner/Resident may purchase the following items from the Activity Director: gate transmitters and access key to all Summerset II facilities. The Activity Director will provide the Owner/Resident with a form to list the license plate number, make and model of the vehicle. All Summerset II vehicles (including golf carts) should have a vehicle sticker. Stickers will be assigned to correspond to each vehicle/golf cart. Vehicle stickers allow Owner/Resident access to all Summerset communities.
3. The Board of Directors may periodically authorize a change in either gate codes and/or entrance keys in order to maintain a measure of access control. Procedures for such a change will be arranged to minimize the impact and inconvenience caused to Owners/Residents.
4. Purchase of transmitters for any person other than an Owner/Resident or duplication of entrance keys is strictly prohibited.
5. Lost gate transmitters and/or keys should be reported immediately to the Activity Director. Gate transmitters will then be deactivated to prevent unwanted entry into our community. Replacement gate transmitters and gate keys for Owner/Resident may be purchased from the Activity Director.
6. Each Owner/Resident should complete a Guest List to facilitate the entry of repeat visitors. The Guest List form may be obtained from the gate guard. Guest names will be entered into the main gate computer by the Management Company. The names on the Guest List should cover all nonresident visitors including family members, friends, guests, maintenance and service workers. The Guest List should be updated regularly to ensure continued access.

Nonresidents will gain entry only if:

- A. Their name is in the computer file
 - B. The Owner/Resident calls the gate guard in advance, to authorize access
 - C. The gate guard calls Owner/Resident to obtain authorization of a visitor
7. Authorized visitors will receive a "guest pass" from the gate guard. The "guest pass" must be displayed, at all times, on the driver's side dashboard or hanging from the mirror.
 8. The Board of Directors may periodically require Owner/Resident to review and update their Guest List.
 9. Visitors will be given community access by the gate guard during normal hours of operation. Any guest arriving after the gate closing time must use the call box to gain entry by calling the Owner/Resident.
 10. Service people and contractors will be granted entry to our community between the hours of 8 AM and 5 PM, Monday through Saturday. Realtors/Appraisers will be allowed access between the hours of 8 AM and 5 PM seven days a week.
Sunday entrance to the community will be granted to Service contractors on any emergency basis only. The Resident must call the main gate to notify security of the emergency.

11. The Summerset II main gate number is (925) 513-9284.

This will supersede Rule 9.1 approved by the Board of Directors on January 10, 2011

Approved by the Board of Directors

April 19, 2014 Thelene Woods Secretary