

**Sundance Homeowner's Association
Rules & Regulations**

FORWARD

Sundance Homeowner's Association's (Sundance) Board of Directors has developed and approved these rules and regulations (Rules) to provide for a more pleasant living environment and to enhance property values. The Rules were prepared in accord with Sundance's Declaration of Covenants, Conditions & Restrictions (CC&Rs) and the Davis-Stirling Common Interest Development Act (Act).

The Rules apply to all persons using the common areas including residents (whether homeowners or their tenants), their guests, and their invitees such as contractors, plumbers, etc. Residents are responsible for the behavior of their guests and invitees.

Sundance residents are responsible for reading and abiding by the Rules (as well as the CC&Rs).

The Rules and Regulations may be updated by the Board of Directors from time to time.

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I. GENERAL MATTERS

1.1 On transfer of one's property, the transferring owner must deliver copies of the CC&Rs, By-Laws, Articles of Incorporation, and Rules (collectively, "Governing Documents"), as well as pool and mailbox keys to the new owner.

1.2 If the new homeowner does not receive the Governing Documents or the pool keys, these items are available from the management company, but a fee will be charged for the replacement documents or pool keys.

1.3 In the event that a homeowner leases his/her home, he/she is responsible for informing the tenant of his/her duty to abide by the Governing Documents and providing the tenant with a copy of all documents. By leasing his or her home, each owner shall be deemed to have delegated his or her right of enjoyment of the Common Area and facilities to the tenants and the owner may not use the common area or facilities during the tenancy. This includes use of the clubhouse, pool facilities, and the RV lot.

1.4 The homeowners association contracts with many vendors, like painters, landscapers, pest control, etc. Occasionally, a resident will have concerns regarding a vendor's performance or may wish to assist with the vendor's efforts by providing direction or criticism to the vendor. Please do not do so. Please direct any concerns to the management company, preferably in writing. It is important that the Board is aware of any of these concerns so that they may be addressed directly with the vendor and so that the Board can meaningfully monitor the vendor's progress in correcting any issues. Further, verbal abuse of a vendor's employees is not acceptable and may have disciplinary and legal consequences.

II. VIOLATION PROCEDURES

2.1 Violations should be reported to the management company ("Management").

2.2 If the violation is substantiated, Management shall issue a written warning to the owner advising of the deadline for correcting the violation (if applicable), and if the resident is a tenant, also to the resident.

2.3 If the violation continues beyond the deadline to correct the violation (or occurs again, if applicable), Management shall schedule a disciplinary hearing and issue a notice of hearing to the owner, advising that the Board may levy a fine according to the schedule in Section 2.6

2.4 Fines are due and payable when levied and will be added to the homeowner's assessment account.

2.5 Fines will be levied against the homeowner of record regardless of whether it was the owner, tenant, or guest who was responsible for the violation.

2.6 Fines are levied according to the following schedule:

- 1st Violation - warning
- 2nd Violation (Repeat Violations) - \$50
- 3rd Violation (Repeat Violations) - \$75
- 4th Violation (Repeat Violations) - \$100

III. CORRECTION DEADLINES AND FINES

3.1 The following are violations which must be corrected immediately:

- Visible trash, including discarded appliances, furniture, or other items;

- Dumping of trash and oversized items in the common area;
- Visible trash cans, except when left out for pick-up after 6:00 PM the night before, scheduled trash pick-up and the day of trash pick-up;
- Visible construction materials;
- Unapproved display of posters, signs, or decorations in the common areas except as allowed by law;
- Major repairs of vehicles in common areas;
- Visible commercial vehicles or commercial vehicles parked in common areas more than 24 hours;
- Visible motor homes, recreational vehicles, or boats which are improperly parked or stored;
- Holiday lights or decorations which are displayed and are visible from the common area must be removed within two (2) weeks after the conclusion of the holiday;
- Installation of window or roof-mounted air conditioning units which is a violation of the Cerritos Municipal Code;
- Illegal parking;
- Vehicular moving violations, such as exceeding the 10 mph speed limit;
- Visible phone books, advertisements, etc. from doorsteps, doorknobs, walkways, driveways, screen doors, etc.;
- Visible shopping carts or shopping carts in the common area;
- Containers used to dispose of smoking materials left in the common area; or
- Dumping of hazardous materials, pet waste, and other waste.

3.2 The following are violations which must be corrected within the timeframe set forth in the violation notice:

- Unacceptable window coverings;
- Unapproved outside wiring;
- Storage of construction materials or supplies visible from the common area;
- Exterior damage caused by a resident; and
- Unapproved/unauthorized structural or architectural changes.

3.3 The following are violations which must be corrected within twenty (20) days of notice of the violation unless otherwise stated in the violation letter:

- Visible basketball hoops and other such exercise equipment;
- Outside antennas and wiring, except for approved satellite dishes that are one meter or less in size;
- Non-garageable, non-commercial vans, except for those used by people with disabilities for which prior permission has been given by the Board of Directors;
- Unacceptable window coverings, which include aluminum foil, sheets, etc.
- Failure to keep clean or maintain garage door; or

- Any other violation not specifically stated or otherwise authorized by the Board of Directors.

3.4 Fines for most violations are as follows and may be imposed each time the violation occurs:

\$50.00 – this amount will apply to most violations, and will be levied according to the schedule in section 2.6

\$100 – Applicable to nuisance violations where the resident’s behavior has caused an unreasonable interference to other residents’ ability to enjoy their owner homes (e.g., excess smoke or noise). Also, applicable to serious moving vehicle violations, such as excessive speed or reckless driving.

\$150 – Applicable to significant abusive behavior towards vendors, management, and association volunteers, as well as vandalism.

IV. VANDALISM

4.1 Any person who trespasses onto Sundance common area, causes a nuisance, or who vandalizes any common area shall be prosecuted to the full extent of the law. Sundance is a Neighborhood Watch community. All suspicious persons or activities should be immediately reported to the Cerritos Sheriff’s Station at (562-860-0044).

4.2 The Board will, under appropriate circumstances, fine any homeowner whose family, tenants, guests, or licensees vandalize common area, after conducting a noticed hearing.

4.3 If any resident, or his or her guest or invitee, vandalizes the common areas, the owner will be held responsible for any costs to restore or repair the vandalized property.

V. NUISANCE

5.1 All residents have a right of quiet enjoyment of their homes, that is to say, a right to peacefully enjoy their homes.

5.2 Any homeowner, or his or her tenants, guests, or invitees, who unreasonably disturbs another’s quiet enjoyment within Sundance is in violation of these Rules, regardless of the time of day.

5.3 A nuisance includes, but is not limited to, excessively loud music or parties, disruptive or illegal activity at the pool or other common area, persistent barking dog, etc.

5.4 Homeowners will be responsible for their own violations and those of their tenants, guests, or invitees. Homeowners will be subject to disciplinary action and a possible fine following a hearing before the Board of Directors.

VI. QUIET HOURS

6.1 Quiet hours shall be observed throughout the Sundance community beginning at 10:00 PM and ending at 7:00 AM from Sunday through Thursday, and beginning at 12:00 AM and ending at 8:00 AM on Friday and Saturday. Note, Association’s vendors may mobilize earlier in the morning, and on days when extreme weather conditions are anticipated (e.g., rain, wind, excessive heat), the vendors may be requested to initiate their work earlier and during quiet hours.

6.2 Excessive noise at other times of the day may also be a violation if it would be prohibited by the Cerritos Municipal Code.

6.3 Violation of quiet hours is a nuisance and shall be treated the same as a nuisance.

VII. RENTING THE CLUBHOUSE

7.1 The clubhouse is available for rental to Sundance resident homeowners or tenants only.

7.2 The clubhouse is rented on a “first come, first served” basis but Sundance association business takes precedence over resident use.

7.3 Residents must reserve the clubhouse at least seventy-two (72) hours in advance with Management.

7.4 The Board will establish rental fees which it may change from time to time.

7.5 The rental fee is non-refundable. Deposits are fully refundable within ten (10) business days if there is no damage to the clubhouse and it has been cleaned, in accordance with the clubhouse checklist, including removing all trash from pool/clubhouse area, decorations, etc., and left in the same condition as when you took possession. Trash must be taken away from the pool/clubhouse area and not disposed of in the trash containers in and around the pool area.

7.6. It is the responsibility of the renters to make arrangements to pick up the clubhouse keys from Management. Renters should consider Management’s hours of operation.

7.7 If the renting resident chooses not to clean the clubhouse, the deposit will be used to defray the costs of having the clubhouse cleaned, trash removed, etc.

7.8 If the clubhouse is damaged during the rental, the owner will be responsible for the cost of repairs and the deposit will be retained to defray the costs of repairs or replacements, with any unused funds returned to the renting resident. The owner will be billed for any damage repair, loss of clubhouse keys, or replacement cost that exceeds the amount of the deposit.

7.9 Renting of the clubhouse does not include the right to monopolize the use of the swimming pool. Sundance residents and their guests will have the right to use the pool.

7.10 If another reservation is immediately following yours, you must make arrangements to have the clubhouse cleaned and in rentable condition by 10:00 AM the day following your event.

7.11 Clubhouse rules:

- The fireplace in the clubhouse is decorative only.
- Maximum capacity is sixty (60) persons.
- No alcoholic beverages allowed.
- The renting resident agrees to return the clubhouse to the condition in which it was received and in accordance with the checklist.
- The renting resident must be on the premises of the clubhouse at all times during its use.
- The renting resident assumes all risk of loss for damage to the clubhouse from any cause while the clubhouse is in the resident's possession.
- All noise and nuisance rules apply to clubhouse use.
- Tacks, nails, staples, etc., are prohibited when decorating the clubhouse. Use only removable tape for this purpose.
- Remove all decorations, tape, etc. when finished using the clubhouse and any signs directing people to the clubhouse.

- Items left in the clubhouse are the renting resident's responsibility.
- Due to local fire codes, the clubhouse doors cannot be padlocked or secured in any way other than the current door locks.
- The renting resident is responsible for his or her guests if they use the pool and must monitor their guests, their children, etc., and for advising them of the pool rules. No portion of the activities taking place may be for commercial purposes or advertised or reported as being a fundraising or benefit activity unless specifically approved by the Board of Directors, and approved in writing. Admission shall not be charged.
- All portions of sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises shall be kept unobstructed and shall not be used for any purpose other than ingress to or egress from the premises.
- Smoking of any kind is not allowed in the clubhouse, including vaping or similar devices.
- Pets or animals of any kind are not allowed in the clubhouse. Service animals are permitted per applicable law.
- No material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon may be brought onto the common area facilities without the prior approval of the Board of Directors.

VIII. POOL USE

8.1 The pools and spa in the Sundance community are for the exclusive use of residents and their guests. Residents must ensure that the pool gates are locked when entering and leaving the pool areas to prevent use of the pools and spa by non-residents.

8.2 Residents are limited to six (6) guests per household. A larger number of guests may be authorized by written request to the Board for special occasions.

8.3 Pool keys are numbered to match the lot number. This is your identification as a Sundance resident and must be shown on demand when using the pool to a pool monitor (if applicable), Board Member, parking enforcement, or any other person given such authority by the Board.

8.4 Climbing over the fences to gain access to the pool areas is strictly prohibited. Trespassers will be prosecuted and if a resident, owner, or guest of either, the owner will be subject to an immediate fine.

8.5 Pool use is at one's own risk; there is no lifeguard.

8.6 Residents and their guests are responsible for removing oversized food containers and other debris not suitable for the trash containers when exiting the pool area and properly dispose of their trash before leaving the pool area.

8.7 The Board may appoint a person to monitor the pool areas ("Monitor") from time to time. When on duty, the Monitor is acting with the full authority of the Board. The Monitor is authorized to verify pool users' eligibility to use the pool. The Monitor, Board members and the parking enforcement officers have the authority to take your pool key and to ask you to leave the pool area until the matter is resolved. The Monitor is not a lifeguard.

8.8 Violation of any rules may subject the resident or his or her guest to immediate ejection. Should the violator refuse to leave when asked by a Board member or Monitor (who has identified himself or

herself as such), he or she shall be considered a trespasser and local law enforcement may be asked to intervene.

8.9 It is expected that all users of the pool area facilities will show courtesy and consideration for neighboring residents. Inappropriate conduct or disruptive behavior should be reported to Management or in the case of behavior threatening the safety of residents, local police. Such behavior will be considered a nuisance and shall be treated as other nuisances are addressed in these rules.

8.10 General Rules:

- The pool is closed during Quiet Hours, as defined in Rule VI.
- Clubhouse furniture is not to be brought out into the pool area under any circumstances. Absolutely NO GLASSWARE of any type will be permitted in the pool areas.
- Food and soft drinks are permitted in unbreakable containers only. Glassware or other glass containers of any kind are prohibited in the pool area. Gum and alcohol are not permitted.
- Children under fourteen (14) years of age must be accompanied by a resident adult eighteen (18) and over at all times.
- The wading pool is for children under seven (7) years of age only.
- Pets are not permitted in the pool area.
- For the safety of all residents, the pool gate must remain closed at all times.
- Residents are responsible for ensuring that their guests abide by these rules.
- Using the pool and its restrooms and showers for personal bathing, laundry, washing hair, washing pets, washing dishes, indecent or illegal activity, loitering, etc. is prohibited.
- Restroom stall doors should be closed while in use.
- Appropriate attire should be used while in and around the pool. Nudity is not permitted.
- Soap and shampoo are prohibited in the pool and jacuzzi area.
- Pool games, toys, inflatable or Styrofoam floats are allowed only if they do not interfere with others using the pool. In heavy-use periods, these are not permitted.
- Diving for pennies, keys, or other hard objects is not permitted. Diving from the second-story landing or the stairs of the clubhouse is not permitted. VIOLATORS WILL BE EJECTED FROM THE POOL AREA.
- No running, dunking, water fighting or pushing of people into the pool is allowed. No rough or disorderly conduct, loud music, disruptive or unsociable behavior, foul language, inappropriate use of restrooms or littering will be tolerated.
- No bicycles, skateboards, roller skates (roller blades), or wheeled toys are permitted in the pool areas.
- Pool chairs and lounges must be kept away from the edge of the pool so there is access to the pool in case of an emergency. Pool chairs and lounges are not permitted surrounding the wading pool for safety reasons. Please replace all chairs and lounges before leaving the pool areas.
- Appropriate swimwear must be worn in the pools and in the spa at all times. Cut-offs and other streetwear are not considered appropriate. Infants and young children are not permitted in the pool or the wading pool unless wearing swimwear with tight-fitting leg

openings. Disposable diapers that are not designed for swimming are not permitted in the pool! Owners/residents are encouraged to use a conventional swim diaper (Huggies, Pampers, etc.) with a reusable fabric swim diaper (worn over the disposal swim diaper) which is designed to reduce leakage.

- Persons with long hair are expected to wear an appropriate bathing cap or to tie their hair in braids or rubber bands.
- The restrooms are not intended to be used as locker rooms. Clothes may be changed within the stalls, but pool users should not change clothing outside the stalls in view of other people.
- Smoking, of any kind, including vaping, is not permitted in the pool area or restrooms.
- Radios and similar equipment must be used with earphones to avoid disturbing others.
- Washing hair or body with soap or shampoo is not permitted. Pool users are encouraged to shower before entering the pool or jacuzzi.

IX. COMMON AREA

“Common Area(s)” is that area outside of and bordering on the individual lots within the Sundance community. This includes landscaping, the exterior of buildings, recreational facilities, parking areas, and vehicle storage areas.

9.1 Smoking, including vaping and similar devices, is not permitted in the Common Areas.

9.2 Common Area Damage and Alteration:

- Residents are not permitted to alter the Common Area and may not arbitrarily make changes to the Common Area without the express approval from of the Board of Directors.
- Homeowners are responsible for any damage they or their family members, tenants, guests, and invitees cause to the Common Area.
- Any person who damages the Common Area is responsible for repairing or restoring property to its original condition and the homeowner will be billed for the cost to restore the Common Area.
- Items, including flags and signs, may not be placed in the Common Area. “For sale” or “for rent” signs are not permitted in the Common Area except as permitted by law or the Board. (see Section 9.9)
- All Common Areas are to be kept clean and free of litter.

9.3 Traffic, Pedestrian and General Safety:

- The speed limit on Common Areas streets is ten (10) miles per hour. Lower speeds should be used when pedestrians are present.
- Pedestrians always have the right of way on all sidewalks and streets within Sundance.
- For safety reasons, bicycles, skateboards, roller skates, wheeled toys, and motor vehicles of any kind are prohibited on the sidewalks, lawns, and landscaped areas in the Common Areas.
- Personal use items such as toys, basketball hoops, pool flotation items, etc., should not be left in the Common Area.
- Climbing on fences, walls, roofs, or trees in the Common Area is prohibited! Owners will be held responsible for any damage caused by such climbing by their co-habitants, tenants, or

their guests. The Association will not be liable for any injuries sustained by anyone climbing on fences, walls, roofs, or trees. Owners may be subject to disciplinary measures, including fines.

9.4 Pets:

- Dogs must be on a leash, no longer than six feet (6'), when outside your home. The leash shall be controlled by a person who is physically capable of controlling the dog and has the maturity to do so.
- Animal owners are responsible for their pets and are responsible for removing their pet's waste from the Common Area.

9.5 Oversized Items: Should oversized items be discarded in the Common Area by a resident, the owner of the unit shall be subject to discipline including fines or suspension of privileges. Further, the Board may determine to levy a reimbursement assessment against the owner equal to the Association's cost to have the discarded item(s) removed from the Common Area and legally disposed.

9.6 Trash:

- Trash containers are to be placed at the end of the driveway for trash pick-up no earlier than 6:00 PM of the evening before scheduled trash pick-up and are to be removed from public view on the same day as trash pick-up.
- Residents must arrange with Cal Met Services for pick-up of discarded appliances, construction materials, furniture, water heaters, or other oversized trash. Such oversized items must not be left in the Common Area before arrangements have been made and may be put out in the Common Area only on the evening before the scheduled pick-up. Dumping oversized items will subject the Owner to fines and a special assessment equal to the costs associated with the removal of the item.

9.7 Exterior Residence Changes:

- Any exterior change or modification to a residence (patio covers, patio awnings, screen doors, air conditioners, and security lights) MUST HAVE PRIOR APPROVAL FROM THE ARCHITECTURAL COMMITTEE, OR IF ONE HAS NOT BEEN APPOINTED, BY THE BOARD OF DIRECTORS. As stated in the CC&Rs, plans must be submitted to the Architectural Committee along with sketches of the proposed change. Approval by the City of Cerritos may also be required. Failure to comply may result in the removal of modification or change at owner's expense.
- Garage Door Replacement and Maintenance:
 - The original wood garage door (or similar wood garage door), if still in use, must be replaced permanently with the Association's currently approved replacement garage door, as a condition of the property's sale, within ninety (90) days of the close of escrow.
 - Garage doors are to be maintained in a good, clean, working manner, including periodic dusting and washing.

9.8 Planters and Plantings:

- Pots and planters may be set on exterior pot shelves or on perimeter walls if appropriately maintained by the resident. Water collection dishes are to be placed under all pots, placed on wooden pot shelves, or on perimeter walls. Pot shelves, fences, and gates should be free of all clutter (items such as mats, rugs, etc.) Plants should be maintained in a neat appearance.

Clippings should be disposed of properly by the owner and not left in the Common Area. Leaving clippings in the Common Area may result in a fine, as well as a special assessment equal to the cost of removal. Dead plants should be promptly removed.

- Should a resident wish to add new plantings to the Common Area adjacent to their home, a request must be submitted to the Landscape Committee and the Board of Directors for approval. If approval is given and the resident proceeds with planting, the plantings become the property of the Association, and can be removed by the Association, but must be maintained by the resident. If a resident doesn't receive Landscape Committee and Board approval prior to planting or if approved plantings are not kept up to the standard of the community, the plant materials are subject to being removed by the Association and any damage caused to the pre-existing landscaping may be remedied at the cost of the owner.
- Tree height, etc.:
 - For single-story units, the maximum height for all patio trees and shrubs should be twelve feet (12').
 - For two-story units, the limit is to the middle of the second-floor windows.
 - Trees, vines, bushes, and shrubs planted by owners should not be allowed to grow against the walls of buildings or fences.
 - Vines should not be allowed to attach to the walls or fences. These limitations are meant to maintain the condition of the paint, walls and fences.

9.9 Signs, Flags, etc.:

- No commercial signs, notices, or other advertising devices are to be posted anywhere within Sundance (including signs placed on mailboxes) without prior approval, with the exception of the following:
 - "For Sale" or "For Rent" signs of reasonable size are permitted per CC&Rs: One (1) sign may be posted in the front and one in the back of the unit. "Sold" signs may be posted in lieu of the "For Sale" sign, but must be removed within one (1) week of the close of escrow. Large wooden posts shall not be used for posting.
 - Security company signs may be discreetly posted inside windows. Additionally, one (1) small sign may be posted in the front and one (1) in the back of the home (with a maximum of two (2) posted signs) but may not otherwise be displayed in Common Areas or on the exterior of the structure.
 - Residents should promptly remove advertisements, phone books, etc., from their front doorsteps, doorknobs, walkways, or driveways.
 - Noncommercial signs may be displayed from the yard, window, door, or balcony if made of wood, paper, cardboard, cloth, plastic, or fabric, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. Noncommercial signs may not be more than 9 square feet in size and noncommercial flags or banners may not be more than 15 square feet in size. Obscenity and hate speech are not permitted.
 - An American flag may be displayed from a window, the patio or at the immediate front entry adjacent to the door. "American flag" means a flag of the United States made of

fabric, cloth, or paper displayed from a staff or pole or in a window, and does not mean a depiction or emblem of the flag of the United States made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

9.10 Screen Doors

Screen doors may be installed only following submittal of a request to the Architectural Committee and approved, in writing, by the Board of Directors.

9.11 FiOS Connection Boxes

- Fiber optic technology (FiOS) is an acceptable alternative to either cable or satellite television technology. When a homeowner chooses to use FiOS, a connection box must be installed as well. Each homeowner specifies where the FiOS connection box is to be located.

The FiOS connection box needs to be wired to an A.C. outlet and contains a battery backup. Placement of the box must be on an interior wall of the garage, close to where the FiOS wiring enters the building. Exposed wiring must be painted to match the stucco color. Contact Management or refer to www.sundancehomeowners.com for the paint color names.

- Window Treatments: No Owner may install paint, foil, film or other reflective material, newspaper, cardboard, or any other materials not designed as a window treatment to the glass portion of any window in the Residence, including the garage. This Section shall not be interpreted to prohibit the installation of blinds, shutters, curtains, and other similar window coverings. All window treatments must be maintained in good condition and appearance and should be installed so as to shield all personal property from the view of persons in the common areas.
- Any exterior changes must be pre-approved in writing by the ARC. The following exterior attachments are NOT permitted:
 - Air conditioning units on the roof, or in walls, windows, or doors because they violate a City ordinance;
 - Cyclone-type attic vents on the roof because they violate a City ordinance;
 - Antennas or wiring of any kind on the roof or visible wiring on the exterior of the building except as necessary to mount satellite dishes;
 - Exterior window shutters;
 - Exterior window sunshades;
 - Plant hangers or brackets attached to exterior structure;
 - Security company signs permanently attached to structure or displayed in Common Area; except in windows as described in the section entitled "Signs, Flags, etc."
 - Garden hoses left attached to outside spigots (not in patios);
 - Clotheslines in patios should be situated so as not to be visible from the Common Area or by neighbors;
 - Signs attached to the garage doors.

X. MOTOR VEHICLES AND PARKING, ETC.

10.1 As of January 2019, the Board has contracted Patrol One to monitor any additional parking requests after use of garage spaces and extended driveways are exhausted.

10.2 Parking:

- Parking space is a limited asset and the cooperation of everyone is necessary to ensure there is adequate parking available for residents and their guests; and access for emergency vehicles to get in and out of the Sundance community.
- Each homeowner has been allotted two (2) parking spaces within individual garages and some homeowners have additional parking space on extended driveways.
- Transverse parking in garage access aprons is prohibited.
- All streets in Sundance are fire lanes. Parking by residents or commercial vehicles in Sundance fire lanes is prohibited unless the vehicle is attended and such parking is short-term (loading or unloading of vehicle) or, for commercial vehicles only, while performing a service or trade. Residents or guests who park their vehicles in Sundance fire lanes unattended are subject to immediate towing at owner's expense.
- Visiting RVs, boats, etc. may be parked on City streets if in compliance with Cerritos ordinances as evidenced by a temporary parking sticker issued by the City.
- No major vehicle repairs of any kind are to be undertaken in the Sundance streets or Common Areas.
- Any vehicle which appears to be uncared for, inoperable, or abandoned may be subject to towing at the owner's expense after two citations.
- "Guest Parking" Qualification and Use Rules:
 - Garage Use
 - ❖ Garages must be fully utilized before consideration will be given for parking in "guest parking" spaces.
 - ❖ Garages are intended for storage of two (2) resident vehicles and personal belongings only.
 - ❖ Garages may not be partitioned, sectioned or otherwise rearranged so as to prevent the parking of two (2) normally sized vehicles in the garage.
 - ❖ Garages may not be used as living quarters.
 - ❖ Garages may not be used for commercial warehousing.
 - ❖ Garages may NOT be used to operate or conduct a business of any kind, or to conduct "garage sales."
 - ❖ Storage of hazardous materials of any kind is prohibited.
 - ❖ Garages must be maintained so as to be free from excessive dirt or debris.
 - ❖ All vehicles which are parked or stored within a garage must be parked so that the garage door can be completely closed.

- ❖ Commercial vehicles are not eligible for any guest parking consideration. Commercial vehicles include, but are not limited to, those which display company logos, phone numbers, lettering or advertisements, exterior racks, ladders or tools, etc. Commercial vehicles must park in the garage, or obtain approval to park in the Recreational Vehicle lot.
- ❖ Any vehicle which is parked overnight in a guest parking space and is not safe listed will receive a citation from the Sundance parking patrol. At the third citation in ninety (90) days for unauthorized parking, the cited vehicle is subject to towing at the owner's expense.
- Safe Listing
 - ❖ Residents or their guests who need to park a vehicle in parking areas designated for guest parking on a temporary basis may do so by safe listing the vehicle with the Association's security company, Patrol One, as stated on the Sundance website at www.sundancehomeowners.com.
 - ❖ All parking must be done within designated spaces which are clearly marked for such purpose.
 - ❖ Under no circumstances is temporary safe listing deemed as authority to park any vehicle on Sundance streets in any fire lane.
 - ❖ Any resident or guest, who requires safe listing for an extended period outside of Patrol One guidelines should contact Management, allowing ample time for the Board of Directors' approval.
 - ❖ If a vehicle is not moved every 72 hours, the vehicle is subject to citation or towing.
- Recreational and Commercial Vehicle Lot
 - RVs and commercial vehicles are eligible to park in the RV lot.
 - RVs and commercial vehicles must fit into designated spaces and must not extend past the printed lines. If vehicle is too wide, (i.e., the vehicle extends beyond the painted lines), the vehicle shall be considered as using two (2) spaces and will be charged for two (2) separate parking spaces. Vehicles that are too long (i.e., extend beyond the painted spacing lines and that create a potential hazard because the vehicle cannot be confined within the painted spacing lines are not eligible to park in the RV lot. Vehicle length cannot exceed thirty-two (32) feet (including the hitch) and must be pulled in all the way; however, the Board may provide written approval of a vehicle of a slightly larger length if it may safely do so because of the location of the stall, the RV Lot is not at capacity, etc.
 - Vehicles parked in a space that has not been assigned to the vehicle owner are subject to immediate tow.
 - Owners must park commercial vehicles within their garage or obtain a permit for parking within the RV area.
 - Residents may apply for a parking space(s) for RV-type vehicles by completing the Recreational Vehicle Lot Rental Agreement attached as Exhibit "A."

- Residents applying for parking space(s) for RV-type vehicles must be current residents of the Sundance community.
- RV parking must be renewed annually through Management. Proof of insurance and current registration are required at renewal.
- Space rental expires each January 1st with a grace period ending January 15th of the same year.
- A monthly fee and a key deposit, to be established by the Board of Directors, will be charged to the owner of the home for each RV. The monthly fee increased to \$50 per month effective March 1, 2021, and is subject to change by the Board of Directors after a thirty (30) day written notice to the members.
- No sleeping or any other form of human or animal habitation is allowed in the RV Lot or vehicles stored therein.
- No baseball, football, golf practice, street hockey or other games are permitted in the RV Lot.
- There shall be no storage, flammable liquids, hazardous materials, trash or debris left in or around the RV Lot.

10.2 Extraordinary situations not covered above should be brought to the attention of Management or a member of the Board who shall then present to the entire Board of Directors for resolution or approval.

XI. MAINTENANCE RESPONSIBILITY

The Board of Directors is constantly faced with questions regarding responsibility for maintenance of areas within Sundance. Therefore, in an effort to clarify this subject, the Board of Directors has, with the assistance of legal counsel, drafted a repair and maintenance matrix. It is available from Management upon request. All building components to be maintained by the individual homeowners shall be maintained in a clean, sanitary, safe, and attractive condition.

XII. USE OF PATIOS AND FRONT ENTRY AREAS

Patio areas must be kept in a clean, tidy condition at all times. No storage of items except for patio-type furniture, live plants, and BBQs which are in compliance with Fire Code. Storage containers and exercise equipment is permitted only if not visible from the common area. Personal property, such as shoes, newspapers, etc., may not be left on patios or in the Common Area, including the front entry to the home.

XIII. SOLAR PANEL RULES

An applicant wishing to install solar panels on an Association-maintained roof must obtain the written approval of the Architectural Committee ("ARC"), as well as obtain a building permit from the City. Applications made to the ARC must be submitted on the appropriate architectural approval form with all required and necessary documentation. The procedures for submittal are set forth in Article V of the Association's Declaration of Covenants, Conditions and Restrictions.

As part of the process for obtaining approval from the ARC for solar panel installation on a roof, the applicant must provide the following documents:

(1) Contractor Information:

The applicant must provide the name, license number, and contact information of the contractor installing the solar equipment. The applicant must submit proof that the contractor currently holds the appropriate contractor license to install solar panels on a roof and has worker's compensation insurance. This information can be found on the California State License Board website at www.cslb.ca.gov. The applicant's contractor must also provide a signed original Solar Installer Indemnity Agreement (Exhibit "B") with the application package.

(2) Insurance:

The applicant must provide evidence of the applicant's contractor's current liability insurance providing coverage for the solar panel installation proposed. Applicant shall provide evidence satisfactory to Association that such coverages are not excluded for work or services performed by contractor for common interest developments and/or multi-unit or multi-family dwellings.

(3) Access to Roof:

The applicant must provide detailed information as to how the contractor will obtain access to the roof and describe what areas of the roof will be affected by its access. The applicant shall be responsible for all costs associated with the repair of damage caused by the applicant's contractor.

(4) Maintenance:

To the extent the Association is unable to maintain, repair, or replace the roof with the solar energy system intact, the applicant owner shall be responsible for either the removal of the solar energy system when such maintenance, repair or replacement is necessary, or the applicant owner shall be required to provide for the suitable maintenance, repair or replacement of the roof and related components. The applicant must provide detailed information for the long-term maintenance and cleaning requirements of the solar panels and the affected roof area. Specifically, the applicant must explain how the solar system will be maintained by a licensed contractor in the future and how the solar system will be removed and reinstalled. Maintenance, removal, and reattachment will be at the applicant's sole cost and expense when the Association maintained area roof requires maintenance or replacement in the future.

(5) Indemnity:

Applicant must sign and have notarized the enclosed Solar Panel Maintenance and Indemnity Agreement (Exhibit "C"). The Solar Panel Maintenance and Indemnity Agreement will be recorded against the applicant's title and applicant shall provide a copy of the recorded document to any prospective buyers or lenders of applicant's unit.

(6) Drawings:

Applicant must supply an architectural drawing to the ARC that shows the dimensions of the solar panels, the specific location of the panels on the roof of the building, and the precise attachment points on the roof where the panels will be attached.

(7) Construction Requirements:

The application must include detailed information as to the means and methods of installation. This must include the proposed mounting system, any conduits that will be used for electrical cables, entry points into the buildings for all electrical cables, and areas of the building envelope that will be pierced or modified in the construction process, any portion portions of the building

maintained by the Association, other than the roof, that may be impacted or modified as part of the installation or so as to connect the solar panels effectively to the electric meter.

- a. Any solar energy system should be concealed from the street and neighbors' view whenever reasonably possible.
- b. Aluminum trim, if used and visible, should be anodized or otherwise color-treated to match or reasonably blend in with any existing structures.
- c. Solar panels should be installed parallel to the plane of the roof materials (flush mounted), when possible.
- d. Solar energy systems must be securely fastened to the roof in accordance with local building codes.
- e. All exterior conduits and/or plumbing lines should be painted in a color scheme consistent with the structure and materials adjacent to the pipes (i.e., pipes on walls should be painted the color of walls while roof pipes should be the color of the roof).
- f. Roof or wall penetrations (such as to attach any solar equipment to the roof) must be flashed, caulked, and sealed to prevent water, rodents, insects, or other pests from entry.
- g. All solar energy systems must meet or exceed all required fire classifications for such systems.
- h. Installation of solar energy systems on the roof of a structure adds weight to the structure commonly referred to as "dead load." Solar panels also may impose loads generated by seismic forces. Solar panels must also resist wind forces. This additional weight and load must be accounted for to ensure that the building can safely bear the weight of the solar installation. The applicant must provide written confirmation in a form acceptable to the ARC that the roof area where the applicant intends to install the solar system is structurally capable of supporting the load of the solar system.
- i. Individual components of solar energy systems must comply with the California Electrical Code (CEC) and the manufacturers' installation instructions. This requirement applies to several system components, including but not limited to the panels, modules, wire, inverters, connectors, and disconnects.
- j. Roof-mounted solar energy systems shall not cause excessive sagging of the roof that results in water ponding. They shall also not block or impede drainage flows to roof drains and scuppers.
- k. Solar panels shall not obstruct or interfere with the function of plumbing vents or mechanical equipment.

EXHIBIT "A"
RECREATIONAL VEHICLE LOT RENTAL AGREEMENT

RECREATIONAL AND COMMERCIAL VEHICLE LOT RENTAL AGREEMENT

This Agreement is entered into between the Sundance Homeowner's Association, a California mutual benefit nonprofit corporation, and the undersigned Member of the Association, or tenant thereof. This Agreement is for the use of one (1) space, unless otherwise indicated and approved. This Agreement shall only authorize the parking of the recreational or commercial vehicle listed on this Agreement. If a new recreational vehicle is obtained, the Member must complete a new Agreement.

Parking space is a limited asset and the cooperation of everyone is necessary to ensure there is adequate parking available for residents and their guests. The Member, or tenant thereof, by signing below, agrees to abide by the Association's Governing Documents, including the authority provided in Article VII, Section 9 of the Declaration of Covenants, Conditions and Restrictions and Section 10 of the Sundance Homeowner's Association's Rules & Regulations.

1. Management is authorized, upon Board's review, to approve all Recreational and Commercial Vehicle Lot Rental Agreements on behalf of the Sundance Homeowner's Association.
2. Resident making application for use of the RV Lot must be a current resident of Sundance community; however the Board may permit an offsite owner to apply in the event that the RV Lot is not at capacity. Offsite owners may be required to vacate in the event that the RV Lot reaches capacity and a resident desires a space.
3. The vehicle must fit into the designated space(s) and must not extend past the printed lines. If vehicle is too wide, two (2) spaces must be paid for. Vehicles that are too long (that cause a hazard because they overhang and cannot be confined in the space) are not eligible in the RV lot.
4. Vehicles parked in a space which has not been assigned to the vehicle owner are subject to immediate tow.
5. No sleeping or any other form of human or animal habitation is allowed in the RV Lot or vehicles stored therein.
6. No baseball, football, golf practice, street hockey or other games are permitted in the RV parking lot.
7. There shall be no storage of any kind, including flammable liquids, hazardous materials, trash or debris left in or around the RV Lot, or owner's items. Such items are subject to removal at the owner's expense.
8. Resident shall maintain the space in a neat and sanitary condition. The space shall be surrendered to the Association in the same condition as received.
9. No major vehicle repairs are permitted in the RV Lot or Common Area.
10. Vehicles may be washed in the RV Lot or Common Area.
11. RV parking must be renewed annually through Management. Proof of insurance, driver's license, and current registration are required at renewal.
12. Space rental expires each January 1st with a grace period ending on January 15th of the same year.

13. An annual fee and a key deposit will be charged for each RV. Failure to timely pay the annual fee will subject the vehicle to tow following a hearing with the Board of Directors.

Rental Fee Requirements:

The annual rental fee for one (1) space in the RV Lot is \$600 per year and is subject to change. The rental fee is for one (1) calendar year.

Termination

This Agreement is subject to termination by either party at any time upon thirty (30) days written notice to the other party.

Indemnity

It is understood and agreed that any damages to the vehicle(s) stored in the RV Lot, including but not limited to losses related to fire, flood, earthquake, burglary, theft damage, accident or other reason will not be the responsibility of the Sundance Homeowner's Association.

Member agrees to indemnify, defend and hold harmless the Association, its directors, members, and agents from any loss or liability, of any nature whatsoever, arising out of or in any way connected with the Member's use of the RV Lot under this Agreement, including loss or liability caused by Member's or Member's guests' negligence or willful misconduct. The indemnity shall include attorney's fees and costs of defense in the event that any lawsuit shall be brought against the Association.

This indemnity provision applies regardless of any active or passive negligent act or omission of a party to be indemnified hereunder. The obligations described in this paragraph shall not be construed to negate, abridge, or otherwise reduce any other obligation of indemnity which would otherwise exist as to any party or person to be indemnified hereunder. The obligations described in this paragraph shall survive the termination of the Agreement.

I have read and have been given a copy of the above RV Lot Rental Agreement. I agree to abide by all the Governing Documents of Sundance Homeowner's Association, as well as all of the terms, conditions, obligations and requirements contained in this RV Lot Agreement.

MEMBER'S SIGNATURE: _____ **DATE:** _____

MEMBER'S EMERGENCY CONTACT INFORMATION:

VEHICLE MANUFACTURER, MODEL AND TYPE:

LENGTH OF VEHICLE:

WIDTH OF VEHICLE:

VEHICLE LICENSE NUMBER AND ISSUING STATE:

VEHICLE VIN NUMBER:

Agreement Approved by:

Date of Approval:

Date of Expiration:

Key number issued:

Assigned R.V. Lot Space Number: _____

EXHIBIT "B"
SOLAR PANEL INDEMNITY AGREEMENT
SOLAR INSTALLER INDEMNITY AGREEMENT
(Civil Code §714.1)

Indemnified Party: Sundance Homeowner Association ("Association")

Project: _____ ("Owner")

Address: _____

Installer: _____ ("Installer")

License No.: _____

WHEREAS, the Association is responsible for the maintenance and repair of all roofs within the Association;

WHEREAS, Owner desires to install a solar system upon his/her Association-maintained roof; and

WHEREAS, pursuant to *Civil Code* §714.1, the Association requires that any installers of solar panels on Association-maintained roofs execute an indemnity agreement associated with its work.

THEREBY, IT IS HEREBY AGREED:

Installer shall indemnify and defend Association, and Association's members, directors, officers, agents, Management, attorneys, and employees, and save them harmless from all injuries, damage to property, damage to roofing materials, adjacent roofing materials or any other property over which the Association has maintenance obligations, any damage to Association maintenance areas, common areas, claims, liens, suits, obligations, liabilities, losses, demands, and expense, including attorney's fees (hereinafter "Claims") which in any way arise from, are asserted by, relate to, or result from Installer's installation of solar panels and a solar photovoltaic system on Owner's roof and/or the work performed, or failed to be performed, for Owner, and any fault, negligence, or wrongdoing of the Installer, its agents, employees, sub-installers, or any other persons acting under the direction or control of Installer in the performance or failure of performance of the work. This indemnity provision applies regardless of any active or negligent act or omission of a party to be indemnified hereunder. This indemnity will not extend the claims arising out of the sole negligence or willful misconduct of Association. If requested by Association, Installer will undertake to provide the defense of any such actions at law or in equity concerning the matters herein above described, or Association may defend such actions at Installer's expense, which Installer shall forthwith pay upon demand and/or Association may offset the same against any amounts then or thereafter to become due to Installer. Association agrees to cooperate with Installer in connection with the defense of any such actions. The obligations described in this Agreement shall not be construed to negate, abridge, or otherwise reduce any other obligation of indemnity which would otherwise exist as to any party or person to be indemnified hereunder. The obligations described in this Agreement shall survive the termination of this Agreement.

Dated: _____

Owner: _____

Dated: _____

Installer: _____

Its: _____

EXHIBIT "C"
SOLAR PANEL INSTALLATION MAINTENANCE AND INDEMNITY AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sundance Homeowners Association
c/o Iger Wankel & Bonkowski, LLP
23422 Mill Creek Drive, Suite 140
Laguna Hills, CA 92653

(Space above this line for Recorder's use only)

SOLAR PANEL INSTALLATION MAINTENANCE AND INDEMNITY AGREEMENT

THIS SOLAR PANEL INSTALLATION MAINTENANCE, AND INDEMNITY AGREEMENT (the "Agreement") effective as of the date of execution set forth below, is made by and between Sundance Homeowners Association, a California Non-Profit Mutual Benefit Corporation, its successors and assigns, (hereinafter the "Association") and the undersigned record owner, _____ and their successors and assigns, (hereinafter "Owner"). The Association and Owner may be collectively referred to in this Agreement from time to time as the "Parties" and/or individually as a "Party."

RECITALS

A. The Association is a California Non-Profit Mutual Benefit Corporation existing for the purpose of, among other things, administering the Declaration of Covenants, Conditions and Restrictions which was recorded on March 28, 1974 as Document No. 3984 in the Official Records of Los Angeles County, California, as may have been amended or supplemented from time to time (hereinafter collectively the "Declaration"). Pursuant to the Declaration, the Association has the responsibility to, among other things, maintain, replace and repair, when necessary, the roofs within the Association.

B. Owner is the record owner of the real property within the Association more commonly described as _____ ("Subject Property") and more particularly described as set forth on Exhibit "A."

C. The Subject Property is a condominium and is subject to the terms and conditions of the Declaration. Owner has received a fee interest in the Subject Property, but such fee is, pursuant to the provisions of the Declaration, subject to the power and obligation of the Association to maintain, replace and repair, when necessary, the roofs of the homes within the Association.

D. The real property to be benefited by this Agreement is particularly described herein and in the Declaration, which Declaration is incorporated herein by this reference as though set forth in full. This Agreement has been established by the Parties for the benefit of the Association, Owner, and the Subject Property.

E. Owner wishes to install a solar energy system consisting of solar panels and related solar equipment on the Association maintained roof (hereinafter "Association Roof Area"). Said system, solar

panels and the related equipment are hereinafter referred to collectively as "Solar Panels." The area in which the Solar Panels are to be attached and affixed to the Association-maintained roof is hereinafter referred to as "Subject Roof Area." The Solar Panel description and Subject Roof Area are set forth more particularly on Exhibit "B." In exchange for the Association's approval of the installation of the Solar Panels, as described herein, Owner hereby agrees to the terms, promises, conditions and duties of this Agreement.

NOW, THEREFORE, the undersigned hereby establish this Agreement under the terms set forth herein, which shall run with the Subject Property and shall be binding upon Owner or any person or entity having or acquiring any right, title or interest to the Subject Property, and shall inure to the benefit and burden of each owner of the Subject Property.

1. Effect of Recitals. The Recitals set forth above are an important and integral part of this Agreement and are hereby incorporated herein and made a part hereof as though fully set forth herein.

2. Solar Panel Installation. Subject to the terms, promises, conditions and duties of this Agreement, the Association hereby permits and assigns to Owner the right to install, at Owner's sole cost and expense, the Solar Panels upon the Subject Roof Area as described in Exhibit "B." In exchange, Owner hereby accepts the obligations as are set forth in this Agreement. However, subject to the restrictions set forth herein, Owner shall only be permitted to maintain the Solar Panels upon the Subject Roof Area until the Owner receives notice from the Association ("Association Notice"), if any, terminating this Agreement and demanding that the Solar Panels be removed, as further described below. In the event of such termination, Owner shall remove the Solar Panels and restore the Subject Roof Area to its original condition, at Owner's sole cost and expense, within thirty (30) calendar days following receipt of the Association's Notice and shall have no recourse against the Association. The Association Notice described herein shall be in writing and shall be personally served or sent by first-class or certified mail and shall be deemed received three (3) calendar days after being deposited in the United States mail, postage prepaid, properly addressed to the Party's last provided address.

3. Conformance of Solar Panels. The Solar Panels must conform to the plans and specifications approved by Association. No improvements other than the Solar Panels including, but not limited to, other roof installations, may be installed, altered and/or removed by Owner, or anyone acting under Owner's direction and/or control, without the Association's prior written approval.

4. Repair and Maintenance. Owner shall have the obligation at all times to maintain and keep in a good state of repair, and under first class condition, the Solar Panels and to pay for any expense and be responsible for any increase in the Association's costs of maintenance of the Subject Roof Area or adjacent building components caused by the existence of and/or placement of the Solar Panels, at the election of the Association. Should any damage or injury to the Subject Roof Area occur as a result of Owner's installation or maintenance of the Solar Panels, Owner hereby agrees to bear the full cost and expense of any such damage and/or repair. If Owner fails to properly maintain and repair the Solar Panels and appurtenant building components, the Association shall have the right, but not the obligation, to perform such maintenance and repair, and Owner shall, within ten (10) days from the date of demand, reimburse the Association for all expenses associated with such maintenance and repair. Such expenses may be levied as a special assessment pursuant to the Association's governing documents. The maintenance, repair and replacement referred to herein shall result in the Subject Roof Area remaining, at all times, in harmony with other improvements and properties within the Association, and in an

aesthetically well-maintained condition. It is the intent of the Parties that Owner shall be responsible for the cost of repair or maintenance of any property resulting from the install, maintenance, repair, removal or existence of the Solar Panels.

5. Insurance. Owner shall procure and maintain general liability insurance on the Subject Property, which includes coverage in connection with the installation, modification, use, maintenance, repair, removal, management, administration and/or existence of the Solar Panels and appurtenant roof materials in an amount of at least One Million Dollars (\$1,000,000.00). This obligation to maintain insurance may be satisfied by evidence of Owner having procured a conventional liability policy covering the Unit and the Subject Property, and which is acceptable to the Association. Said policy of liability insurance (i) shall state that, with respect to any liability arising out of or relating to the permission and rights granted under this Agreement, such policy is primary and any insurance carried by Association is excess and noncontributing with such primary insurance, (ii) shall contain severability of interest and cross liability clauses, and (iii) shall state that no less than thirty (30) days' written notice shall be given to Association prior to cancellation. Owner shall notify Association in the event of any material change in, or failure to renew, such policy. In the event said Owner fails to secure or maintain any policy of insurance required hereby, Association may, at its sole discretion, and upon thirty (30) days' prior written notice to said Owner, secure such policy of insurance in the name of and for the account of the Owner and in such event, Owner shall reimburse Association upon demand for the cost thereof. Owner shall provide Association with proof of such insurance on an annual basis.

6. Mortgagee Protection. Notwithstanding any provision to this Agreement to be contrary, no amendment or violation of this Agreement shall operate to defeat or render invalid the rights of the beneficiary under any recorded deed of trust, or the mortgagee under any recorded mortgage of any portion of the Subject Property made in good faith and for value, provided that after the foreclosure of any such deed of trust or mortgage, the Subject Property shall remain subject to this Agreement.

7. Limited Effect of Agreement. This Agreement shall not operate to waive any of the other terms or provisions of the Association's governing documents, as that term is defined in *Civil Code* §4150 and the enforcement thereof, for any purpose except as specifically set forth herein. This Agreement has no effect upon Owner's obligation to pay assessments or comply with the Declaration pertaining to the Subject Property, Common Area and Association Roof Area. Owner, by accepting this Agreement, hereby agrees that the Subject Property remains subject to the lien rights of the Association for all assessments which may be levied against Owner under this Agreement or the Declaration.

8. Indemnity and Waiver. Owner expressly agrees to indemnify and hold harmless the Association, its members, officers, directors, attorneys, agents and employees from any and all injuries, claims, liens, debts, expenses, actions, suits, obligations, liabilities and demands ("Claims") which in any way arise from or relate to this Agreement or its existence, and/or out of Owner's installation and continued placement and existence of the Solar Panels upon the Subject Roof Area, and/or out of Owner's installation, modification, maintenance, repair, operation and/or management of the Solar Panels, and Owner's use thereof, together with reasonable attorneys fees and all costs and expenses in connection therewith. This indemnity provision applies regardless of any active and/or passive negligent act or omission of a party to be indemnified hereunder. This indemnity will not extend to claims arising out of the sole negligence or sole willful misconduct of Association. This indemnification shall extend to Claims occurring after this Agreement is terminated, as well as while it is in force.

Owner, hereby waives any and all claims, liens, causes of action, liabilities, and demands, including the right to claim indemnity or contribution against Association, its directors, officers, managers, employees, attorneys, members, agents for any acts or omissions arising from or out of this Agreement and/or the installation, relocation, modification, maintenance, repair, operation, use, management and administration of the Solar Panels, and its placement and existence upon the Subject Property.

9. No Prescriptive Rights. In consideration for being permitted to maintain the Solar Panels upon the Subject Property, as described and restricted herein, Owner hereby waives any prescriptive rights, rights of adverse possession, or other rights of easement termination to which they may be entitled by virtue of the Association's permitting the existence of the Solar Panels on the Subject Roof Area. Owner also waives any defenses based upon waiver, laches, estoppel or any applicable statutes of limitations with respect to the Association's right to compel the removal of the Solar Panels from the Subject Property.

10. Attorney's Fees. In the event legal action is instituted to enforce any of the provisions contained in this Agreement, whether sounding in contract or tort, and whether raised in an affirmative claim or as a defense to any claim, the prevailing party in such action or defense of an action shall be entitled to recover from the other party reasonable attorneys fees and costs.

11. Application of Terms of Agreement. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. No breach of any provision herein can be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed a waiver of any other breach of the same or other provisions hereof. This Agreement constitutes the full and entire understanding of the agreement between the Parties hereto, and supersedes all other agreements and understandings, whether written or oral, covering the subject matter hereof. The Parties further agree that any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties and recorded in the Official Records of the County Recorder. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. Titles and captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, or extend or describe the scope of this Agreement or any provision hereof. No provision of this Agreement is to be interpreted for or against either Party because that Party or legal representative drafted such provision. Whenever the context of this Agreement requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

12. Enforcement. The Association shall have the right of action against Owner to enforce by proceedings at law or in equity, all restrictions, conditions and covenants now or thereafter imposed by the provisions of this Agreement, or any amendment thereto, including the right to prevent the violation of such restrictions, conditions and covenants and the right to recover damages or other Assessments for such violation. Failure by the Association to enforce the provisions herein contained in any certain instance or on any particular occasion shall not be deemed a waiver of such right for any such future breach of the same or any other provision of this Agreement.

13. Covenants to Run with the Land and Termination. Subject to earlier termination as provided herein, the terms promises, conditions and duties of this Agreement shall run with and bind the Subject Property and all those taking an interest in it and shall inure to the benefit of and be enforceable by the Association and Owner, and their heirs, successors and assigns. The Association shall, however, have the right to unilaterally revoke or terminate this Agreement, upon a determination that this

Agreement is invalid by a Court of competent jurisdiction or a substitute therefore such as judicial arbitration, or in the event of a material breach of this Agreement. In order to effectuate such termination during the term of this Agreement, the Association must provide to Owner, written notice of such termination, and record with the County Recorder document or documents executed by the Association terminating and canceling this Agreement.

14. Construction. The provisions of this Agreement shall be liberally construed to effectuate its purpose of shifting to Owner the responsibility and financial obligation for the repair, maintenance, insurance, or injury, damage and/or harm of any kind to, any person or property arising out of or related to the Solar Panels and/or appurtenant roof materials at the Subject Property, and/or arising out of or related to this Agreement and its existence. It is also the intent of the Parties that Owner is assuming all liability flowing from this modification to the Subject Property, including any maintenance and repair of the described Solar Panels and appurtenant roof materials from and after the date of this Agreement. This Agreement is made for the purposes set forth herein and Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of any portion of this Agreement, or as to the compliance of any of these provisions with public laws, ordinances, and regulations applicable thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first written below.

“SUNDANCE HOMEOWNERS ASSOCIATION”

Dated: _____

By: _____

Its: _____, President

Dated: _____

By: _____

Its: _____, Secretary

“OWNER” - _____

Dated: _____

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

EXHIBIT "B"
PROJECT DETAILS