# I. DEFINITIONS

# A. ARCHITECTURAL IMPROVEMENT REQUEST ("AIR") FORM

The form that must be submitted to the Association when Owners want to make any improvement, alteration, addition, or other change to their homes, or to the Project. AIR forms are available from the Professional Manager by calling 550-7900.

#### **B. ARCHITECTURAL REVIEW COMMITTEE**

A committee set up by the Board to review plans submitted by an Owner requesting to alter some portion of the Project. If there is no Architectural Review Committee (ARC) established, then the Board of Directors will review plans submitted by Owners.

#### C. ASSOCIATION

The corporation, which has been set up to manage the Project, Sunset Glen. The primary responsibility of the Association is to preserve the property value of the Project. The Association is required by law to enforce the provisions of the Governing Documents.

## D. BOARD OF DIRECTORS

The entire Board, which consists of five (5) Directors. The Board of Directors is the governing body of the Association. The Board of Directors sets the policies and procedures for how the Project operates. Owners elect the Board members at each annual meeting.

## E. BYLAWS

The primary set of rules and guidelines the corporation is required to follow to conduct business. If you have questions about the Board of Directors, board meetings, meetings of the members, qualifications to serve on the Board, etc., check the Bylaws.

## F. COMMON AREA

Everything in the Project except the individual homes. It is the portion of the Project that the Association has the exclusive right, duty, and authority to control and maintain.

# G. CONDOMINIUM

Each Owner's entire interest in the Project which includes the home and yard areas inside the Airspace Cube, and the non-exclusive right to use the general Common Areas.

# H. CC&RS (DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS)

The primary set of guidelines that govern the Project, which all Owners and the Association are required to follow at all times. If you have any questions about the way you can use or alter any part of the Project, check the CC&Rs.

## I. DIRECTORS

The individual members of the Board of Directors. The law requires the Board to act as a single unit, voting on all matters. Therefore, no Director has any individual authority.

## J. GOVERNING DOCUMENTS

The documents that set up the structure and main operating guidelines for the Project. They include the CC&Rs, the Articles of Incorporation, the Bylaws, the Condominium Plan, and these Rules and Regulations, including any amendments to any of these documents that may be adopted from time to time. The Association is required by law to enforce the provisions of the Governing Documents. The term used in the CC&Rs, which means the same thing, is "Condominium Documents".

#### K. GUESTS

Anyone who is in the Project who is not a Resident (including Owners, if the Owner has rented or leased his or her home).

## L. INDIVIDUAL AIRSPACE CUBE

The portion of the Project that each Owner actually owns--the homes and the yard areas inside of an imaginary cube. Within the Airspace Cube is the only property that Owners have the discretion and authority to decorate, paint, landscape, etc., although the approval of the Association is usually required for exterior changes.

# M. MEMBER/OWNER

In a community association, these terms mean the same thing; every Owner is a Member of the Association. The sole qualification to be a Member is to own a home in the Project. Only Owners are Members.

## N. PROFESSIONAL MANAGER

The property management company, N. N. Jaeschke, Inc. The Professional Manager acts as the agent of the Board of Directors to help carry on the day to day activities of the Association, to help enforce the Governing Documents, and to maintain the Project.

## O. PROJECT

The entire complex. Essentially, the Association controls the entire Project, except for the individual homes. However, even the individual homes are subject to certain guidelines set out in the Governing Documents, and developed by the Association, such as these Rules.

#### P. RESIDENT

The person or people who actually live in an individual home in the Project. The people who live in the Project are Residents, regardless of whether they are the legal owner(s) of the home.

Only Residents have the right to use the Common Area. Therefore, if an Owner does not live in the Project, then the Owner does not have the right to use the Common Area.

## Q. RULES AND REGULATIONS

The Rules adopted by the Board of Directors. The CC&Rs give the Board of the Directors the right to adopt reasonable rules that are consistent with the Governing Documents. Rules change from time to time based on changing needs, new laws, etc. The only limitation on the Rules is that they cannot contradict the Governing Documents.

#### R. TENANT

Residents of the Project who are renting or leasing a home from an Owner.

## S. OTHER DEFINITIONS

The CC&Rs contain an entire section devoted to definitions. This section is only a few pages long and is extremely informative.

# **II. THE ASSOCIATION**

The Association is a California non-profit, mutual benefit corporation, set up to manage the Project. Most California associations are set up as this type of corporation because of the ease of operation, and because of the tax advantages of non-profit status. The corporate form also provides a variety of legal protections, which are important since Sunset Glen consists of literally several million dollars worth of assets. Instead of "shareholders", this type of corporation has "Members". The only qualification to be a Member, and the only way to become a Member is to own a home in the Project. The proper name of the Association is Sunset Glen Community Association, but you will frequently see and hear it referred to as simply Sunset Glen.

# A. WHAT THE ASSOCIATION CAN AND CANNOT DO

The Association can generally do what is necessary to protect, preserve and enhance the Project. This includes making Rules to respond to changing needs, interpreting and enforcing the Governing Documents, and collecting assessments. It also includes the activities normally associated with most businesses, such as developing a budget to pay for services such as landscaping, maintenance, management, legal advice, accounting and tax preparation, etc.

Most of the activities of the Association are within the discretion of the Board of Directors. Very few decisions require a vote of the Owners. Once elected, the Board has wide authority to make decisions on behalf of all of the Owners in the Project. Therefore, it is very important for all Owners to attend annual elections and VOTE! It is equally important for all Owners to provide input to the individual, volunteer Owners serving on the Board.

The Association cannot become involved in issues that do not affect the Project in general. Unlike a landlord, for example, the Association has no authority to resolve disputes between individual Owners, to act in a representative capacity for individual Owners, or to do anything

which does not relate to the Project as a whole. The Association is also prohibited from engaging in any political activity or advocacy, at the risk of losing its non-profit status.

#### **B.** THE BOARD OF DIRECTORS

The Board of Directors consists of five (5) Directors, elected by the Members. You should plan to run for the Board at least once while you live in Sunset Glen. Directors are volunteers and are usually Owners.

Once elected to the Board, the Directors decide who will serve in the Officer positions: President, Vice President, (sometimes 1st and 2nd Vice President), Secretary, and Treasurer. Each of these positions has certain duties associated with it, but they are not hierarchical, that is, the President does not direct the duties of the Vice President, for example. Instead, the positions identify the tasks that each person is responsible to carry out.

#### C. COMMITTEES

The Board of Directors has the ability to establish committees, both temporary and permanent. The Board may establish a landscaping committee, for example, to work with the groundkeepers and the landscape architect to maintain the appearance of the Project. A landscape committee is often a permanent committee, which means that while members of the committee change, the committee continues to exist. On the other hand, the Board might establish an "irrigation" committee, for example, when it becomes necessary to replace irrigation lines. This committee will coordinate the process until the work is done, and then disband.

Any Owner can participate on committees. Committees are an excellent way for Owners who may not have time to devote to being a Director to help the Association. Participation by Owners will help insure that the property values are maintained at their highest possible levels.

## III. COMMUNICATION WITH THE ASSOCIATION

Most issues and disputes in homeowners associations stem from a lack of communication. Sunset Glen wants to avoid this problem. Here are some suggestions.

#### A. OWNER INITIATIVE

It is extremely important for every Owner to take the initiative to find out what is going on in the Project, and to provide input to the Board. Except on those occasions when a vote of all Owners is necessary, the Association is not required to notify Owners of all decisions made by the Board, and cannot afford to do so.

Please take time to find out what is happening, so you can participate and avoid being surprised! It is your obligation to take the initiative to become informed.

Any time that you have a problem, issue, concern, or compliment, that you would like the Association to consider, *please write it down and mail it to the Professional Manager*. You can

use the Association's communication forms, or simply write a note and drop it in the mail. The address is Sunset Glen, N. N. Jaeschke, Inc., 9610 Waples Street, San Diego, CA 92121-2992. If you have any issue that must be dealt with immediately, you can call (619) 550-7900. However, it is always best to submit your concerns in writing.

#### **B. ATTENDING MEETINGS**

# 1. Board Meetings

Virtually everything that happens in and to the Project is decided at the Board meetings. If you attend Board meetings, you will know what is going on, and what is going to happen next. Board meetings are held five (5) times per year. The tentative schedule appears in the Community Information section of these Rules, or Residents can call the Professional Manager for the exact time and location. Residents can also request an agenda or minutes for any meeting of the Board, past or present. All Board meetings include "open time" for Residents to discuss concerns.

# 2. Annual Meeting of Members

Once a year the Association holds the annual meeting of Members. This is not a Board meeting; it is a meeting of the Members. The primary purpose of the annual meeting of Members is to elect Directors. However, it is also an excellent opportunity to contribute and discuss ideas. Owners receive notice of the meeting time, and date, in the mail.

It is important to note that the Association is required by law to have at least 50% of the Owners present at the annual meeting, in order to conduct the meeting. Being "present" means that Owners are either physically present at the meeting, which is preferable, or that Owners have sent in a proxy form (the Professional Manager sends proxy forms to all Owners, with instructions). If less than 50% of the Owners show up, then the meeting has to be re-scheduled, which is very expensive. Remember the Association's only source of funds for this expense is assessment payments! Please attend the annual meeting, or send in your proxy form.

## C. INFORMATION PROVIDED ANNUALLY

All common interest development associations in California such as Sunset Glen are required to provide information to Owners, annually. This information will be sent to every Owner, every year, and will include a budget and financial statements; the amount of the monthly assessments; the amount of any special assessment, (special assessments are unusual); detailed information about the Association's insurance policies; detailed information about alternative dispute resolution for disputes with the Association; a statement of the assessment collection policy; the name and address of the Professional Manager; the names of the individual Directors, and a variety of other information designed to keep all Owners fully informed about the activities of the Association. The Association may also send out other information of interest to Owners, both with the annual mailing, as well as at various times during the year.

## D. INFORMATION AVAILABLE

Owners are entitled to examine Association records, maintained by the Professional Manager, and the records can be examined any time during regular business hours, by appointment. There are only a few exceptions which include documents that may be sensitive because of litigation, or that may involve a privacy issue. The best way to get information about the Association, however, is to attend Board meetings and the annual meeting.

## IV. IMPROVEMENTS BY OWNERS

Except for non-structural changes to the interior portions of each home, Owners must receive written approval from the Board of Directors prior to making most any alteration to a home. If you serve on the Board, or on the ARC, you will have the opportunity to participate in making decisions about granting such approval. Regardless, you should understand that the primary factor (except for safety and potential for damage) in the decision-making process is appearance. The reason is that the values of all of the homes in Sunset Glen are determined to a great extent by the uniform appearance of the Project. Therefore, while an improvement may be very "attractive", it may nevertheless be unacceptable from an Association standpoint because it interferes with the uniform appearance of the Project. The Board must also consider the impact of each improvement on the Common Area, which might create extra maintenance for the Association, and thus may not be acceptable.

Interior improvements such as painting and decorating generally do not require the approval of the Association. There are certain exceptions, however, including window coverings that are visible from the outside, and any alteration that might affect the structural integrity of the building. Outdoor improvements are generally limited to landscaping, including potted plants and flowers, but may also include installation of screen doors, patio covers, etc.

The following guidelines have been developed to establish fair, consistent policies for all Owners. Remember that all outdoor improvements require prior written approval, as do some indoor improvements. In addition to these Rules, you should be thoroughly familiar with Article IX of the CC&Rs, beginning on page 24, which addresses architectural improvements, and which describes Owners' maintenance requirements. Please make it your policy to contact the Association before you begin any work to avoid the expense of having to remove improvements after you have purchased and installed them.

To expedite processing your request, please submit three (3) complete sets of plans and specifications to the Professional Manager. In some instances Owners may be required to pay costs incurred by the Association to have a consultant review plans. Please note that it may take as long as sixty (60) days for the Architectural Review Committee (ARC) to complete their review process.

It is the sole responsibility of each Owner to ensure that architectural changes are consistent with all applicable laws, building code requirements, etc. The Association's approval is not a substitute for any other applicable requirement.

## A. LANDSCAPING

When Owners install yards, drainage should be the primary consideration. In the event that the drainage pattern causes damage to any building, or to any part of the Common Area, the Owner will be responsible to repair the damage, which can be extremely costly.

Before you begin any work in your yard, landscape or hardscape, you must submit an Architectural Improvement Request ("AIR") form to the Association. AIR forms must include detailed information about the location, nature, kind, shape, size, and appearance of the intended improvements. Of course, your AIR form should also clearly indicate the drainage pattern you plan to establish, and how drainage will be accomplished. You should also include the name and California contractor's license number of the installing contractor, or indicate that you are planning to do the installation yourself.

Once an application is received, the Board of Directors or the ARC will review it for compliance with the Governing Documents. In some instances the Board or ARC may request certain changes, but in all cases the Association will attempt to offer alternatives if part or all of the plans are not approved, or provide an opportunity to submit alternatives.

# B. ADDITIONS, ATTACHMENTS, ETC.

Generally, Owners may not substantially alter the exterior appearance of a home, including walls, fences, other structures, and landscaping and hardscaping. You may make certain changes and additions, provided that you obtain prior written approval from the Association in advance, or, provided that you follow established guidelines. Architectural Improvement Request ("AIR") forms are available from the Professional Manager by calling 550-7900.

Please be aware that a primary and central consideration regarding approval of an addition or attachment is the appearance, insofar as the appearance affects the overall uniform appearance of the Project. Therefore, what may be acceptable for one home may not be acceptable for a neighboring home. Please do not assume that a particular improvement is acceptable simply because your neighbor has a similar improvement. Improvements for which approval is required, but that are installed without the prior written approval of the Association, must be removed at the Owner's expense.

The following guidelines have been adopted by the Association to permit Owners to install improvements, and at the same time to preserve the uniform appearance of the Project, and to protect the Common Area components.

- 1. No deck shall be above the finished grade of the lot than the highest dwelling floor level, except with the prior written approval of the Board of Directors or the ARC.
- 2. No deck shall be used at any time for storage purposes. Decks shall be kept orderly, and in good repair at all times.
- 3. No fence or wall, or combination of a fence and wall (other than required railings) shall be higher than six (6) feet above ground at the point where the fence and/or wall is erected.

- 4. No secondhand materials shall be used in the construction of any building or other structure, without the prior written approval of the ARC.
- 5. All buildings, structures, fences and/or walls shall be painted or stained with paint or stain approved by the ARC.
- 6. No patio, deck covers, wiring, or installations of air conditioning, water softeners, or other machines shall be installed on the exterior of the buildings of the Project, or be allowed to protrude through the walls or roofs of the buildings (with the exception of those items installed during the original construction of the Project), except with the prior written consent of the ARC.
- 7. No sign, poster, display or other advertising device of any kind may be erected or maintained anywhere in the Project, or on any public street abutting or visible from the Project, or shown or otherwise displayed without the prior written consent of the ARC (except ordinary "For Sale" signs, as provided in these Rules).
- 8. Any drains and other drainage facilities or systems which are not maintained by the Association shall be maintained by each Owner in a neat, orderly and safe condition, and in such a manner as to facilitate the efficient discharge of water.
- 9. No portion of the Project shall be used for the storage of building materials, refuse or any other items, except that building materials may be stored temporarily during construction which has been previously approved by the ARC.

## C. PAINTING

You are required to paint the outside of your home. Generally, you may re-paint without prior approval from the Association if you use the same color. Paint color information is available from the Professional Manager, 550-7900. If an Owner wants to change paint color, however slightly, you must obtain written approval from the Association.

# D. DOORS, SCREEN DOORS AND SECURITY DOORS

# Submittal Requirements

Entry, screen or security doors need not be submitted for ARC approval provided that they comply with <u>all</u> of the following guidelines. Front screen or security doors that do not comply with all of the following guidelines must be submitted to the ARC for approval.

# Guidelines

- 1. Front screen or security doors must be of styles approved by the Board of Directors.
- 2. All front screen doors must be installed within the existing door jam.
- 3. All screen doors must be of high quality construction.
- 4. Front and side screen doors and security doors must match the existing color of the dwelling doors or trim of the home.
- 5. Entry doors must be high quality construction, mounted in a professional manner. They must be painted white or the dwelling or trim color.
- 6. Front screen wire mesh doors are prohibited.
- 7. The following doors, which have been approved by the Board of Directors, may be purchased as noted below:

- a. Barcelona (white)
- b. Carolina (white)
- c. Laguna by Leslie Lock, Model #507 (white or trim or dwelling color)
- d. Del Mar by Leslie Lock, Model #509 (white or trim or dwelling color)
- e. Newport by Leslie Lock, Model #615 (white or trim or dwelling color)
- f. Pacific by Leslie Lock, Model #686 (white or trim or dwelling color)
- g. Sunrise by Academy, Model #WD-507-W (white or trim or dwelling color)
- h. Aspen by Academy, Model #WD-501-W (white or trim or dwelling color)

Doors a. and b. are available from the Screen Connection, 3683 Morlan Street, San Diego, California 92117 (619) 291-0104. Doors c. through h. may be purchased at Home Base or Home Depot.

## **E. EXTERIOR LIGHTING**

# Changes not allowed

- 1. Sodium type lighting.
- 2. Lights installed on top of perimeter walls and fences.
- 3. No exposed wiring is allowed.

# Guidelines

- 1. Lighting should be directed only onto the applicant's property. Front yard lighting activation range cannot exceed the end of the driveway adjacent to the street.
- 2. Security lighting must be of the motion-activated type.
- 3. Lights must be housed in fixtures. Open or uncovered floodlights or other uncovered lights are not permitted.
- 4. Lights may not be installed in the grass in the front yard, however, may be installed along the front door area walkway or in the ground cover.
- 5. Other proposed changes to exterior lighting must be approved by the ARC.

# F. WINDOW TINTING, WINDOW COVERINGS, WINDOW BARS

# Changes not allowed

- 1. The installation of security bars over windows is prohibited.
- 2. No temporary materials such as paper or foil shall be used for shading purposes.

# Changes that require ARC approval

1. Awnings of any kind.

# Guidelines

1. Windows may be tinted provided that no reflective materials are used which creates a mirror effect on the exterior of the dwelling.

- 2. Color of blinds, curtains and shades visible from the exterior of the home should be compatible with the exterior color scheme of the dwelling.
- 3. All window coverings must be kept in good repair.

# G. HARDSCAPING (CONCRETE PATIOS OR RETAINING WALLS)

# Submittal Requirements

Any proposed concrete patios or retaining walls will need to be submitted to the ARC for approval prior to construction. The following guidelines will help facilitate approval of the request.

# Guidelines

- 1. Concrete patios cannot be poured directly against the fences, block walls or the foundation or slab of a neighboring lot.
- 2. Adequate drainage provisions must be provided to insure that the water will not pool or come into contact with the neighboring house foundation or slab.
- 3. Adequate drainage must be provided so that water runoff from the patio is not diverted into the neighboring lots.
- 4. Backfill dirt cannot be placed against wood or block wall fencing. The grade <u>cannot</u> be raised against the fence for any reason.

#### H. TOOL SHEDS AND OTHER FREESTANDING STRUCTURES

## Submittal Requirements

Tool sheds and/or other freestanding structures <u>must be submitted</u> for ARC approval prior to being constructed or erected.

# Guidelines

- 1. Tool sheds/structures shall not exceed the fence line.
- 2. The color of the shed/structure shall match the color of the dwelling unit.
- 3. Sheds/structures are limited to one per lot and must not be larger than 100 square feet.
- 4. All sheds/structures must be maintained. This includes periodic painting, prevention of rust and corrosion, and keeping the area around the structure clear of undergrowth.

# I. PLAY EQUIPMENT

# Submittal Requirements

All play equipment higher than the fence line must be approved due to safety and nuisance restrictions.

## Guidelines

- 1. Play equipment should not exceed 10 feet in height.
- 2. Do not place equipment so close to neighboring homes to constitute a nuisance or create a danger of children falling into adjacent property.

## J. GARAGE DOORS

Glass garage door inserts are permitted with written approval from the ARC.

# V. MAINTENANCE BY OWNERS

The CC&Rs set forth maintenance responsibilities of Owners, in Article IX. Aside from these specific guidelines, however, the entire Association and all of the Owners will benefit from a community approach to maintenance. If you see trash, for example, please pick it up and throw it away--even if it does not belong to you. If you see a broken sprinkler head or some other item in the Common Area that needs attention, please take a moment to contact the Professional Manager at 550-7900 to report the problem. One of the advantages to a community association is that Owners work together to help keep the Project in good condition--which in turn maximizes property values for everyone.

In addition to the guidelines set forth in the Rules, and in the Governing Documents, the Association must respond to any condition that is unsightly, unsanitary, or otherwise offensive. Since it would be impossible for every possible contingency to be addressed and described, the Association will evaluate each situation on a case-by-case basis. Please keep your property in a neat and orderly condition at all times.

## A. DRAINAGE

Owners must not interfere with natural or established drainage patterns. If you plan to do anything that may affect drainage, please contact the Association in advance to avoid the extremely serious and costly damage that can be caused by inadequate and/or improper drainage patterns. Please refer to Article IX, Section 16 of the CC&Rs.

## **B. BUILDINGS**

Owners are required to clean and paint the exterior portion of the building, including windows. Each Owner is also responsible to maintain the plumbing, electrical, heating, air-conditioning, gas lines, and all other utilities servicing the Air-space Cube. No rubbish, debris, brush, undergrowth, or other unsightly or unsafe material or condition is permitted at any time. Please refer to Article IX, including Sections 2, 6 and 9 of the CC&Rs.

## C. SIDEWALKS, WALKWAYS AND DRIVEWAYS

Sidewalks, walkways, entryways and driveways are the sole responsibility of each Owner to maintain and repair. Please keep these areas in good condition, and free of stains and debris.

# D. SLOPES

Slopes raise a variety of issues including drainage, stabilization, brush abatement, fire hazards, environment concerns and laws, etc. Please follow these guidelines carefully, and refer any questions you have to the Professional Manager before taking any action in a slope area. Also, be thoroughly familiar with Article IX, Section 33, and pages 33 and 34 of the CC&Rs.

- 1. Owners must continually maintain and preserve slope areas, which are within their Airspace Cubes.
- 2. Owners must permit access to slopes by other Owners, the Association, the City, and others that perform maintenance in these areas.
- 3. Nothing shall be done, and no structure, plant, or other item shall be placed or permitted, along, under, near, or around any slope area that could cause damage such as erosion or subsidence, that may interfere with established slope ratios, or that may obstruct or alter proper drainage patterns.
- 4. If an Owner fails to maintain or repair a slope, the Association may notify the Owner that repairs and/or maintenance must be performed within a reasonable period of time. Thereafter, the Association may enter the property and perform the repairs and/or maintenance at the responsible Owner's risk and expense.

# **E. WALLS AND FENCES**

Owners are responsible to maintain, repair and replace, if necessary, the portion of any wall or fence that is located within or along their lot. When walls or fences are between lots, including between neighbors as well as between an Owner and the Common Area, maintenance expenses related to the walls and fences must be shared. (Costs to repair damage that is not the result of ordinary maintenance must be borne by the party causing the damage.) No addition or alteration of any kind is permitted without prior written approval from the Association.

Owners, who share a wall or fence with a neighbor, or with the Association, can enter the adjacent area to service, maintain and/or repair the wall or fence. You must to give reasonable notice that you intend to enter the area, and you must perform the work at reasonable times (generally between 8:00 a.m. - 6:00 p.m.).

If an Owner fails to maintain or repair a wall or fence, the Association may notify the Owner that repairs and/or maintenance must be performed within a reasonable period of time. Thereafter, the Association may enter the property and perform the repairs and/or maintenance at the responsible Owner's risk and expense. Please refer to Article IX, including Sections 14, 15, and 29 of the CC&Rs.

# F. YARDS

 Front and Side Yards: The Association has the exclusive right and duty to install and maintain the landscaping in the front and side yards. Owners are not required or permitted to perform maintenance. Owners are also not permitted to alter the front or side yard areas, except with the prior written approval of the Association. This includes installation or removal of any plant material.

- 2. <u>Rear Yards:</u> Owner may install landscaping in their rear yard areas, only after receiving written approval from the Association. Generally, the following guidelines will apply:
  - a. Plants that attach themselves to structures, such as vines, must not be permitted to attach to any building or other permanent structure.
  - b. No tree or other plant which exceeds the height of the home, or which is likely to exceed the height of the home, may be installed in the Project by an Owner, except with prior written approval from the Board of Directors.

# **VI. PETS AND ANIMALS**

For most people who have pets, their pets are part of their family. The Association's policy regarding pets is a reflection of the importance of pets, and it is also an attempt to balance the concerns of the Association and all of the Owners. Residents who are disturbed by an animal are urged to contact the pet owner to resolve the matter.

Issues involving pets that affect the Association should be reported to the Board of Directors by contacting the Professional Manager. The Association reserves the right to expel or control any pet, which becomes a nuisance. The Association also reserves the right to require pet insurance as a condition to permitting any pet within the Project.

The CC&Rs for Sunset Glen specifically permits pets. The guidelines set forth in the CC&Rs appear in Article IX, Section 13, page 28. In addition to the provisions in the CC&Rs, the following guidelines apply to all pets, and will be strictly enforced:

- 1. Any animal that creates excessive or particularly disruptive noise, such as dogs barking during late night and early morning hours or continually during daytime hours, must be removed from the Association. Note: Special collars are available to prevent excessive barking. These collars are available through most veterinarians.
- 2. No animals, livestock, reptiles, insects, poultry, or other animals of any kind shall be kept in any home except that usual and ordinary domestic pets, including dogs, cats, fish, and birds inside cages may be kept as household pets within any home, provided that they are not kept, bred, or raised for commercial purposes or in unreasonable quantities or sizes.
- 3. All dogs kept within the Project shall have a current license and nametag attached to their collar at all times when in the Common Area. Loose, unattended dogs and other animals without a license and/or nametag may be reported to the Animal Control Division for pickup.
- 4. Any feces or other droppings deposited by pets anywhere in the Common Areas must be removed immediately.
- 5. Any damage whatsoever caused by an animal must be repaired and/or replaced at the expense of the animal owner. Please do not allow animals to urinate on Common Area plants and shrubs.
- 6. Animals are generally not allowed on any Common Area property except to enter and exit the Project. No animals may be tied to trees, stakes, or any exterior building structure, or left unattended at any time.
- 7. Animals must be kept within an enclosure or on a leash held by a person capable of controlling the animal at all times.

- 8. Owners are responsible for any personal injury or property damage caused by their pets. If the pet owner is a Tenant, the Owner of the home may be held liable for injury and damage. No structure for the housing or confinement of any animal shall be maintained so as to be visible from neighboring property or from any part of the Common Area.
- 9. To reduce the threat that domestic cats pose to native bird and reptile populations, cat owners are required to put a collar with a bell on cats that are allowed outside.

# VII. VEHICLES: PARKING, TOWING, AND USE OF GARAGES

Parking is a very important issue in virtually all community associations. While Owners will always have a garage to park their car(s), additional cars, Guests' cars, and other vehicles that are in the Association from time to time must be accommodated. Regrettably, there is rarely an abundance of parking spaces.

The Association has made every effort to balance the needs of all Owners in adopting the following policy. Owners should realize that everyone might be inconvenienced from time to time, for the simple reason that the number of parking spaces is indeed limited. However, this policy has been designed to minimize inconvenience, and to maximize the efficient use of available parking.

This policy will work only if everyone follows these guidelines!

### A. PASSENGER VEHICLES AND TRAFFIC

- 1. The California Vehicle Code is applicable in its entirety to all vehicles, streets, driveways, and parking areas in the Project. Violation of any Vehicle Code section shall be considered a violation of these Rules.
- 2. No vehicle shall be operated in an unsafe manner.
- 3. Pedestrians always have the right of way. Please yield to pedestrians, children at play, etc.
- 4. The maximum speed limit in the Project is 10 MPH. Please do not exceed the maximum speed limit at any time to help avoid a tragedy such as injuring a child, or any other person, who may be enjoying the Common Area.
- 5. No motor homes, travel trailers, camper vans, boats, buses or vans designed to transport ten (10) or more people, commercial-type vehicles, aircraft, any vehicle defined or described in the applicable provisions of the CC&Rs, or any vehicle or vehicular equipment deemed a nuisance by the Association, shall be parked, stored or kept within the Project, unless specifically authorized by the Board of Directors.
- 6. The careless or reckless operation of any vehicle in the Project is strictly forbidden. Individuals who are responsible for damage resulting from the operation of any vehicle must fully reimburse the party suffering the damage, including reimbursement to the Association for any damage to the Common Area.
- 7. Dirt bikes or similar unlicensed vehicles may not be operated anywhere in the Project.
- 8. Vehicles that are unusually loud must be operated at low Rpm's.

#### B. PARKING AND USE OF GARAGES AND DRIVEWAYS

- 1. Owners must use their garages and driveways to park their vehicles. Please do not use the Guest parking spaces.
- 2. No automobile or other vehicle may be dismantled, repaired or serviced in the Project, except within an enclosed garage and provided that such repair work is not undertaken as a business and is not creating a nuisance to others. Owners may perform emergency repairs outside of the garage area, only as may be necessary to move the vehicle. Emergency repairs shall not include ordinary maintenance such as oil changing, etc.
- 3. Each garage is intended for parking motorized vehicles designed and used for non-commercial passenger transportation such as automobiles, passenger vans, two-wheel motorcycles, and pick-up trucks with a payload rating of one (1) ton or less.
- 4. Each authorized vehicle that is owned or operated within the Project shall be parked in the garage or driveway of that Owner, to the maximum extent of the space available for parking. Garages may not be used for storage if it reduces the total capacity of the parking area.
- 5. No vehicle shall be parked in a manner which blocks the approach to any home within the Project, or which blocks or obstructs any part of any sidewalk or any parking space occupied by another vehicle.
- 6. No garage doors shall be used, changed, converted or altered in any manner, which prevents the storage of the Resident's vehicle. No garage may be converted for any use other than a garage for vehicles.
- 7. Vehicles shall only be parked on paved parking areas. Any vehicle parked partially or entirely on any non-paved surface, in an unauthorized or non-designated location, may be towed without notice, at the Owner's expense.

# C. COMMERCIAL VEHICLES

Generally, commercial vehicles are prohibited in the Project. Commercial vehicles that are making deliveries are exempt from prohibition while they are conducting business in the Project. Owners who drive "company" cars are also exempt, in most cases. However, if you drive a "company" truck or other large vehicle, please contact the Professional Manager at 550-7900 to make arrangements to accommodate your vehicle. If you have any questions about a commercial vehicle, or an oversized vehicle that may be parked in the Project, please also contact the Professional Manager.

# D. TOWING

Only rarely will the Association be required to tow a vehicle from the Project. Towing is certainly a last resort, usually only after an effort to locate the vehicle owner has failed. In the event that it becomes necessary, a vehicle may be towed if any one of the following circumstances exists:

- 1. The vehicle has been issued a notice of parking violation, and at least ninety-six (96) hours have elapsed since the notice was issued.
- 2. The vehicle:
  - a. Lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely; and,

- b. Twenty-four (24) hours has elapsed since the San Diego City Police have been notified.
- 3. The vehicle is parked in a marked fire lane.
- 4. The vehicle is parked within fifteen (15) feet of a fire hydrant.
- 5. The vehicle is parked in a handicapped space without proper authority.
- 6. The vehicle is parked in a way that interferes with any entrance to, or exits from the Project, any parking space occupied by another vehicle, any home, or which impedes the normal flow of traffic.

# **VIII. SATELLITE DISHES AND ANTENNA**

Satellite dishes are permitted in the Association under certain circumstances. Article IX, Section 4, page 25 of the CC&Rs for Sunset Glen specifically permits satellite dishes under certain conditions. In addition, a law was enacted in 1996, after the CC&Rs were recorded, that permits satellite dishes under certain conditions.

In order to install a satellite dish you must comply with the following reasonable restrictions. These restrictions are designed to prevent damage to the Project, but will not significantly increase the cost of the video or television antenna system, or significantly decrease its efficiency or performance.

- 1. Owners must submit an application indicating the intention to install a satellite dish.
- 2. Owners must inform the Association of the date and time that the satellite dish will be installed.
- 3. The satellite dish must have a diameter or diagonal measure of 39 inches, or smaller.
- 4. The satellite dish must be installed in such a manner that the Common Area is not damaged in any way.
- 5. The satellite dish should be installed so as not to be readily visible from other homes, or from the Common Area.
- 6. The plans for installation of the satellite dish must include the exact method of installation, including mounting and wiring diagrams.
- 7. The Owner installing the satellite dish must remove the satellite dish upon sale or other transfer of the home and fully restore the Common Area to its original condition, unless the subsequent Owner agrees in writing to indemnify the Association for any damage to the Common Area.

# **IX. NOISE & NUISANCES**

Noise and other nuisances, such as cooking fumes or smoke, occur in every community. Owners are encouraged to be tolerant of occasional noise and other minor disruptions. Owners are also encouraged to be sensitive to the fact that everyone in the Project lives in relatively close proximity to their neighbors; noise and other nuisances therefore must be kept to an absolute minimum. Often, simply notifying your neighbors before you have a party, for example, will prevent problems from developing.

The Association has only limited authority to respond to noise and other nuisances. While the Association will notify Owners when a complaint is received, the Association cannot intervene unless an Owner's conduct is a direct violation of the CC&Rs, or unless the conduct affects the Association at large. In many cases involving just two Owners, such as loud music that can be heard through a wall, the Association has no authority to take sides or to attempt to force an Owner to do, or not do something. Owners must resolve these disputes between themselves. The Association cannot act as a landlord would act.

The Association will respond to any issue that it determines to be a nuisance that affects the Association at large, and to any issue that is a specific violation of the CC&Rs. The Board of Directors will begin by independently evaluating the situation to determine whether the conduct in question is indeed within the Association's area of authority. The Association will then notify the Owner(s) involved in writing, requesting that the problem be rectified. In some cases the Association may request that the Owner(s) participate in some type of alternative dispute resolution, such as mediation or arbitration.

Please make every effort to avoid disrupting your neighbors' quiet use and enjoyment of their homes. Following a few simple guidelines will greatly enhance the living environment at Sunset Glen for all Owners:

- 1. Notify your neighbors before you have a party, picnic, or barbecue.
- 2. Observe "quiet hours" between 10:00 p.m. and 8:00 a.m. Sunday through Thursday, and between 11:00 p.m. and 9:00 a.m. Friday and Saturday.
- 3. Explain to your children when they are playing that they must be careful not to disturb other Residents.
- 4. Be respectful and courteous of your neighbor's reasonable requests regarding noise and nuisances.
- 5. Do not cause any significant odors to emanate from any part of the Project.
- 6. Do not use or attach to your home any horns, sirens, bells, whistles, bright lights, or other devices that may disturb your neighbors (except security devices).

For your information, in addition to the foregoing, the CC&Rs contain the following provisions related to noise and nuisances:

No odors shall be permitted to arise from any Individual Airspace Cube so as to render any such Individual Airspace Cube unsanitary, unsightly, offensive or detrimental to any other Individual Airspace Cube; and no nuisance shall be permitted to exist or operate upon any Individual Airspace Cube so as to be offensive or detrimental to any other Individual Airspace Cube or to the Owners thereof; without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except approved security devices used exclusive for security purposes, and which are approved by [the Association], or bright lights which may disturb occupants of the neighborhood, shall be located, used or placed upon any Individual Airspace Cube; no Owner shall permit any thing or conditions to exist upon any Individual Airspace Cube which shall induce, breed or harbor infectious plant diseases or noxious insects, and no noxious or offensive trade activity shall be carried on upon any Individual Airspace Cube, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Project.

# X. GENERAL RULES

The Association falls under the jurisdiction of the City of San Diego. All City ordinances and local codes are applicable within the Project. In addition, California law applies at all times in the Project, including the California Vehicle Code regarding the streets, sidewalks, driveways and all vehicular traffic in the Project. A violation of any such ordinance, regulation, code, or other local, state, or federal law shall be considered a violation of these Rules.

#### A. CAR WASHING

Car washing is permitted only on individual driveways; it is prohibited anywhere in the Common Area. There are a variety of reasons for this regulation, including strict enforcement by the City of San Diego environmental protection laws (soaps and other chemicals may not be released into storm drains), as well as increased erosion of the paved surfaces in the project, and restrictions on the use of Common Area water.

## **B. CLOTHESLINES**

No clothing, household fabrics or other articles may be hung, dried or aired in any portion of the Project. In addition, please do not shake rugs, towels, etc. from windows.

## C. COMMON AREA DAMAGE

Owners are responsible for any damage to the Common Area caused by themselves, members of their families, their Guests, Tenants, pets, etc. Please make every effort to prevent damage by children and pets.

#### D. DRAINAGE

Serious damage can be caused by improper drainage. Owners are responsible to insure that adequate and proper drainage exists within their Individual Airspace Cube.

#### E. DRIVEWAYS

Driveways must be keep clean at all times, free of debris. Driveway surfaces must be kept clean and free of oil, rust, and other spots or stains. You may not park in the driveway if your car extends into the sidewalk or street.

## F. GARAGE DOORS

Garage doors should remain closed at all times, except when entering and exiting the garage. Garages may be left open only while occupied by a person or people, and in any event garages should not be left open for more than four hours at any one time.

# G. EXTERIOR FIRES

Exterior fires are prohibited, except barbecue fires contained within receptacles specifically designed to contain the fire. Fire pits, or any other type of receptacle for a fire, must be

approved in advance by the Board of Directors. Burning leaves or any other material is prohibited.

# H. HOLIDAY DECORATIONS

The following holiday decorations policy has been created in order to maintain the high value of all of the homes in the Project, and to insure the safety of all the homes and Residents. Please help keep the Association safe and beautiful by following these guidelines.

- 1. The acceptable time frame for winter holiday decorations is from November 25th until January 10th. All other holiday decorations must be displayed no more than 10 days prior to the day of the holiday, and must be removed within 5 days after the holiday. All decorations must be installed and removed accordingly.
- 2. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use.
- 3. Lights and other decorations should be displayed around window areas or along railings, and must be installed with removable tape or plastic clips that will not damage the mounting surface.
- 4. Please do not place holiday decorations on any tree, plant, shrub or bush in the Common Area.
- 5. Please make every effort to insure that lights, particularly blinking lights or very bright lights, do not disturb other Residents. Any disturbance caused by lighting or other decorations must be immediately rectified.
- 6. Please make every effort to avoid damage to the Common Area, including holes (however small) tape marks, abrasions, paint removal, etc. In an effort to avoid costly repairs which must be paid for by the Association, the Association will inspect holiday decorations both at the time they are installed, as well as after they are removed. Owners will be held strictly responsible for any damage resulting from holiday decorations.

#### I. INSURANCE

The Association complies with the comprehensive notice requirement set forth by California law regarding the Association's insurance policies.

For the most part, the Association's insurance does not cover individual Owners, or any individual Owner's property. Therefore, it is imperative that each Owner contacts their own insurance agent to obtain individual coverage. If your agent or broker requires information about the Association's insurance that you do not have, please contact the Professional Manager at 550-7900.

Owners must not do or keep anything that may increase the Association's insurance premiums, or which would result in cancellation of the Association's insurance policies.

# J. RENTING AND/OR LEASING

All community associations have at least some absentee Owners who rent or lease their homes.

Renting or leasing is certainly acceptable, and the Association will make every effort to accommodate Tenants. If you decide to rent or lease your home, you should be aware of the following:

- 1. Homes may be rented or leased for residential use only.
- 2. A rental agreement or lease is required, which is:
  - a. In writing.
  - b. For a term of at least thirty (30) days.
  - c. Subject to all of the provisions of the CC&Rs and by By-Laws.
  - d. Specifically states that a violation of any of the Condominium Documents constitutes a violation of the lease.
- 3. All Owners must provide their tenants with a copy of the Condominium Documents, including these Rules.
- 4. Owners are responsible for the actions and behavior of their Tenants, and Owners are financially liable for damage to the Common Area, and for violations of these Rules.
- 5. Owners are responsible for the proper repair and maintenance of their homes.
- 6. No home may be divided or conveyed upon any form of time increment basis (commonly referred to as "time sharing").
- 7. The right to use the Common Area is transferred to the Tenant with any rental or lease agreement. As the Resident of the Project, the Tenant has the right to use the Common Area, not the Owner. Absentee Owners may use the Common Area only as a Guest of a Resident, and must be accompanied by the Resident at all times.

## K. RESIDENTIAL USE ONLY

Each home shall be used for single family, residential purposes. To the extent that you conduct limited business activities from your home, such activity must be consistent with normal residential use.

# L. SIGNS AND FLAGS

No sign, notice, flyer, poster, billboard, or other similar item may be posted on the mailboxes, or any lamppost, or anywhere else in the Association without the prior written approval of the Association. Signs and flags are prohibited except:

- 1. Homeowners may display no more than two flags of reasonable size mounted from the exterior wall below the fascia of the dwelling unit. No vertical flagpoles are allowed.
- 2. Owners may display one ordinary "For Sale" sign advertising the sale of the property, in the Common Area which is in keeping with the CC&R's. An ordinary "For Sale" sign is a sign commonly used by real estate agents listing properties.

# M. TRASH COLLECTION

Please keep the Project neat, clean and free of unsightly and unsanitary trash and trash containers at all times by adhering to the following guidelines:

#### SUNSET GLEN COMMUNITY ASSOCIATION

- 1. Trash, rubbish and other waste must be kept in normal, sanitary containers at all times, and must be kept out of sight, except when placed outside for pick-up.
- 2. All trash containers must be placed outside for pick-up and removed (brought back inside) within a 24-hour period. Please do not leave trashcans or other containers at the curb, or in view of the Common Area, at any other time.
- 3. No weeds, rubbish, debris, objects or material of any kind shall be placed or permitted to accumulate in a manner that is unsanitary, unsightly, offensive (by odors, for example) or detrimental to the Project, or to the Residents of the Project.
- 4. Dumping motor oil, or any other hazardous or flammable material, liquid, or substance is strictly forbidden.

# **XI. ASSESSMENTS PAYMENTS & COLLECTIONS**

Assessment payments are the life-blood of any community association. The Association simply cannot protect the value of the Owners' property unless it has funds to maintain the Project. The only significant source of funds for the Association is the monthly assessment paid by all Owners.

The assessments that you pay are not actually "income" to the Association. Instead, this money is held to maintain the Project *on your behalf*. While the Board of Directors has some discretion regarding Association funds, law primarily regulates use of the funds. The Association is required to evaluate the Common Area items it is required to maintain, and set aside money for each item in a "reserve" account. The reserve accounts are funded monthly, so that when it becomes necessary to perform maintenance funds are available. The Association has a professional, licensed consultant who reviews the reserves annually, and makes adjustments for inflation and other changes in costs.

Because assessments are so important, and since failure by any one Owner to pay assessments is paid by every other Owner in the Project, the Association has adopted a strict policy regarding assessment collection. In accordance with applicable laws, if you fail to pay your assessments a lien may be filed against your property, your home may be sold in a foreclosure sale, you may be sued personally for the past due assessment, and your assets and wages may be attached to satisfy the debt. In addition, delinquent Owners will be required to pay all costs of collection, including attorney fees.

# A. DELINQUENCY POLICY REGARDING PAYMENT OF ASSESSMENTS

(As Required by Civil Code Section 1365)

The following statement describes the Association's policies and practices in enforcing lien rights and other penalties for default in assessment payments.

All regular assessments are due and payable in advance, in equal monthly installments.
Regular assessments shall be due and payable on the first day of each calendar month.
In the case of a special assessment, payment is due on the date specified by the Board.
The Association will send written notice when assessments are due. If you do not receive notice for any reason, you are still responsible to make your assessment

payment.

- 2. Regular and special assessments are delinquent if not paid on the date that they are due. If they are not paid within fifteen (15) days after the due date, the Association may impose late fees up to 10% of the outstanding assessment, or \$10, whichever is greater.
- 3. If the assessment payments are not made within thirty (30) days after they have become due, the Association may impose interest charges on the outstanding assessment payments at the rate of up to 1% per month (12% per annum).
- 4. The Association will refer all past due assessments to its attorney for collection. Collection activity may include the filing of a lien against the delinquent Owner's property, and conducting a foreclosure sale to recover the past due assessments. The Association may also file a lawsuit against the Owner who is personally obligated to pay the delinquent assessment, and may collect the past due assessments by attaching wages, bank accounts, and other assets.
- 5. If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled by law (*Civil Code* section 1366(c)) and by the Declaration of Covenants, Conditions and Restrictions to recover the amount in default, as well as late charges, interest, and reasonable costs of collection, including attorney fees. Fees and costs incurred, which are in addition to the outstanding assessments, will not be waived. (It is the Association's strict policy to recover all costs of collection from the delinquent owner.)
- 6. Payments received on delinquent assessments will be applied to the Owner's account by the balance-forward payment method, i.e., in reverse order so that the oldest arrearages are retired first. Thus, an Owner's failure to pay interest or late charges on delinquent assessments will result in continued delinquencies. If an Owner disputes any late charge or other charge, the Owner should identify the disputed items in writing.
- 7. Any Owner may request a certificate setting forth the amount of any due and unpaid assessments with respect to his or her property. This certificate, if signed by two (2) members of the Board of Directors and acknowledged, will be conclusive proof of its contents to anyone who relies on it. The Association may charge a reasonable fee of up to \$10.00 for this certificate.

If you have any questions regarding this policy, or if you anticipate any difficulty paying your assessments, you should contact the Board of Directors in writing.

# XII. ENFORCEMENT

One of the primary functions of the Association is to insure that all Owners observe the policies and procedures set forth in the Governing Documents, including these Rules. The objective of enforcement of the Rules is to preserve the value of the Project, as well as to insure that Owners are treated fairly, and that everyone knows what to expect.

The Association will make an effort to identify violations of the Rules, and will notify Owners in writing if a violation is observed. Owners are encouraged to report any violations that are observed, particularly involving any architectural issue, since violations of the Rules ultimately become an expense to all Owners. In the vast majority of\_cases, a simple reminder or courtesy notice is all that is necessary to resolve the violation.

In the unusual instance when a violation of the Rules cannot easily be resolved, the Association has adopted a strict policy of uniform, consistent enforcement of all violations that are brought to the Association's attention. Since violation enforcement is a cost that is borne by all of the Owners in the Project, the Association will make every effort to recover the costs of enforcement from the Owner involved.

## A. GOVERNING DOCUMENTS ENFORCEMENT POLICY

The following describes the enforcement procedures that will be followed in response to a violation of the Governing Documents. To guarantee that the Governing Documents are applied fairly and consistently, the Association has set forth this procedural policy of enforcement. It is the policy of the Association not to discriminate among Owners.

If you are thought to be in violation of the Rules of the Association, the Board of Directors will send you a courtesy notice informing you of the violation, and asking you to correct the problem.

Please respond in writing to this letter with seven (7) days!

If you do not correct the violation promptly, or if you do not otherwise respond to explain the situation, the Board of Directors will send a second letter, this time by certified mail, asking again that you correct the violation.

If the violation is still not corrected within ten (10) days of the second written notice, you will receive a notice from the Association stating that the matter has been turned over to the Association's attorney. Once referred to the Association's legal counsel there will be attorney's fees of at least one hundred dollars (\$100), which you may be required to pay.

For any activity or condition the Association considers to be a threat to the health and/or safety of other Residents, the Association may take immediate action to alleviate the health and/or safety concern, and then give notice of the violation. Penalties may also be imposed against an Owner, including fines and suspension of voting rights. The following procedural safeguards will be utilized, as applicable, before penalties are to be levied by the Association.

- Before disciplinary action by the Association, you will receive written notice of the
  violation. You will receive this notice at least 15 days before disciplinary action is taken.
  You will receive notice either by personal delivery or by first-class or registered mail.
  Notice by mail will be sent to your address that appears on the books of the Association
  (where assessment notices are sent).
- 2. Before disciplinary action is taken, you have the right to be heard on the matter, unless an immediate safety issue is involved. In other words, you have the right to discuss the matter with the Board of Directors at a Board meeting. Or, you may submit a written statement to be considered by the Board. You have the right to be heard at least five (5) days before any disciplinary action may be taken.
- 3. Following notice and the opportunity for a hearing, the Board will vote to determine whether disciplinary action should be taken. The Board will vote on the issue even if you fail to attend the hearing and fail to submit a written statement.

## **B. ALTERNATIVE DISPUTE RESOLUTION**

In the rare instance that it becomes necessary, the Association or any Owner has the right to bring a lawsuit to enforce all restrictions, conditions, covenants, liens and charges in the CC&Rs, as well as these Rules. The losing party may be required to pay the attorney fees of the prevailing party, as well as other costs.

Currently, according to California law most disputes between Owners and the Association involving the Governing Documents must be submitted to alternative dispute resolution (such as mediation or arbitration), before a lawsuit may be filed. The Association distributes notice of the requirements for alternative dispute resolution annually, to all of the Owners.

If you have questions regarding this policy, contact the Association by calling the Professional Manager.

# XIII. COMMUNITY INFORMATION

## A. ANNUAL CALENDAR

The projected annual calendar is set forth, below. However, the calendar is subject to change depending on changing circumstances and issues. Therefore, please confirm the exact times and dates of any meeting you plan to attend by calling the Professional Manager at 550-7900.

#### **B. ANNUAL MEETING OF MEMBERS:**

#### **JANUARY:**

Notice of the date, time and location of Annual Meetings of Members will be mailed to all Owners prior to the meeting, along with a proxy and complete instructions. In order to establish a quorum so that business can be conducted, it is imperative that Owners either attend in person or submit their proxy.

#### **BOARD MEETINGS:**

Fourth Tuesday of every other month, beginning in January.

At each meeting of the Board of Directors, the Directors will discuss all new business, as well as regularly scheduled administrative matters. For example, at least once during the year the Board will meet with the reserve study consultant to review reserve account allocations. Likewise, the Board will meet with the Association's certified public account regarding tax issues, with the Attorney regarding legal issues, etc. You may call the Professional Manager at 550-7900 prior to any meeting to obtain an agenda.

## C. PROJECT SUMMARY

NAME:

Sunset Glen Community Association

## SUNSET GLEN COMMUNITY ASSOCIATION

#### **RULES AND REGULATIONS**

# **DEVELOPER:**

Pardee Construction Company 11239 Camino Ruiz San Diego, CA 92126

# **PROFESSIONAL MANAGER:**

N. N. Jaeschke, Inc. 9610 Waples Street San Diego, California, 92121-2992 (619) 550-7900 Fax 550-7929

# The professional manager can be reached 24 hours a day, seven days a week by calling (619) 550-7900 or (800) 448-7601

# **COMMUNITY TELEPHONE NUMBERS:**

Department of Animal Control. Newspaper (Union-Tribune)

619-745-6611 619-236-4250

Arson Hot-Line Noise Abatement 619-236-7194 619-236-6815

Auto Club of Southern California Pacific Bell 800-400-4222 619-310-8899

Cable Television-Time Warner Poison Information Center

619-695-3220 619-543-6000

Crisis Team (Suicide) San Diego Gas & Electric

619-557-0500 619-239-7511

Fire Department San Diego Police Department

619-744-0400 619-484-3154

Hazardous Materials

619-533-4477

In the event of an immediate, life-threatening emergency, CALL 911.