

**TRIOLOGY HOMEOWNERS  
ASSOCIATION**  
[www.trilogy123.com](http://www.trilogy123.com)  
*Rules and Regulations*  
*Architectural Guidelines*  
 Revised July 2009



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## **PREFACE**

This Information Handbook has been compiled by your Association to outline the operating procedures of the Homeowners Association and to provide other important information about your Association common areas. The purpose of your Association is to protect, enhance and maintain TRILOGY property while making Association living a pleasant experience for everyone.

The Association concept is an ingenious device for engaging able people to manage the community assets. The advantage of a planned development is that the authority, as well as the responsibility for maintaining the property, is retained by those with a vested interest in the community's welfare - the property owners. All owners are encouraged to participate in directing the affairs of their Association.

Living in a planned development can be a happy and rewarding experience, especially at the beautiful, prestigious TRILOGY. A planned development helps ensure that the original planning concepts and design that went into creating the community are preserved, protected and enhanced. Everyone benefits from an effective association.

All owners should have received copies of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the By-Laws for TRILOGY. We urge you to read these documents since they set forth, in complete detail, the rights, duties and obligations of each homeowner; and they, not this Handbook, are the official documents which cover these rights.

Pursuant to Article IV Section 4.5 of the CC&Rs the association has adopted a policy of imposing a monetary penalty on any homeowner for violation of the CC&Rs, Bylaws or Rules & Regulations of the Trilogy HOA. This applies to any violation perpetrated by a guest, tenant, contractor or delivery service provider of the homeowner.

These Rules and Regulations supplement the CC&Rs. **Please read this information carefully and be sure your family, guests and tenants understand the rules fully.** Should you have any questions or you do not have copies of the Association documents, please contact the Management Company. We trust that your knowledge of this information will enhance your daily enjoyment of your residence at TRILOGY.

## **GENERAL INFORMATION**

The purpose of your Association is to operate and maintain the property and assets of TRILOGY for the mutual benefit of the owners. Your cooperation is essential in order to

accomplish these purposes; common sense and consideration for your neighbors are the keys to its success.

Each homeowner is a member of TRILOGY Homeowners Association and owner participation is both necessary and encouraged. Residential responsibility, cooperation and action have many rewards. One is that the Development continues to be a showcase because the quality of the Community is maintained and enhanced.

### **COMMON AREA PROBLEMS**

To report problems related to the Association Common Area such as landscape, sewer, street problems, etc., contact N. N. JAESCHKE, INC. 24 hour a day. (858) 550-7900 (800) 448-7601, 9610 WAPLES STREET, SAN DIEGO, CA 92121-2992

Customer Care Line (858) 550-7900 Fax (858) 550-7929 or visit the Trilogy web site at: <http://www.trilogy123.com/contact.htm>

In the event of a Medical, Fire or Police EMERGENCY, call 911.

### **GENERAL RULES AND REGULATIONS**

#### **Introduction**

The rules are intended to protect property values as well as to promote the privacy and enjoyment of all residents. You are responsible for the actions of your children, guests and service providers. They should be told about our rules and regulations and that they are subject to them. It is your responsibility to see that they comply with these rules.

The Rules and Regulations, as contained herein, are issued by the Board of Directors as authorized by the governing documents of the Association. This is a supplement to Homeowners Association CC&Rs and Bylaws. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the CC&Rs shall prevail. The terms "resident" and "homeowner" may be used interchangeably. However, the homeowner ultimately is responsible for following these rules and regulations and is liable for any fine or penalty that may be imposed as a result of any violation.

The Rules and Regulations are intended as a guide to the conduct and activities of all members, tenants, residents and their guests. Each owner or resident living within the complex and using the facilities is entitled to maximum pleasure without annoyance or interference from others.

The Association falls under the jurisdiction of the City of San Diego and all ordinances and codes apply. Each home shall be used for single family, residential purposes only.

Conducting a business of any kind on the premises is forbidden unless such business fulfills the requirements contained in the CC&Rs and is approved by the Board.

#### **Owners' Compliance**

1. Each owner, tenant or occupant of a Residential Unit shall comply with the provisions of the CC&Rs, the By-Laws, decisions and resolutions of the Association or its duly authorized representative, as lawfully amended from time to time.

2. Failure to comply with any such provisions, decision or resolutions shall be grounds for an action to recover amounts due, for fines, damages, and/or injunctive relief.
3. A failure to acknowledge any Board Member on official business or any display of abusive behavior toward a Board Member on official business or any personnel contracted by the association either on premises or from the management company is a violation of the Rules and Regulations and is subject to fine.

**Violation Procedures – Time to Remedy**

1. When a violation of the CC&Rs, Bylaws, or Rules and Regulations is observed, the Board shall send a written notice to the violating homeowner with a copy to the tenant if possible. The notice will contain a description of the violation, a demand for correction of the violation, a time limit for compliance and instructions regarding response to the notice which shall include a written reply that compliance has occurred or notice of work in progress status or request for time extension.
2. If the violation continues or is repeated, a Notice of Violation and Hearing Date will be sent by first class mail to the violating homeowner with a copy to the tenant if possible. The notification shall contain the date, time, and place of the meeting; the nature of the alleged violation; and a statement that the homeowner has a right to attend and may address the Board at the meeting.
3. If the Board imposes discipline on a member, the Board shall provide the member written notification of the disciplinary action by first-class mail within 7 days following the above action. The fine amount will appear on the homeowner’s monthly statement. The Board reserves the right to waive any violation or penalty assessment.
4. Violations need to be corrected according to the following schedule:

<b>Immediate Correction of Violation</b>	<b>30 Days to Correct Violation</b>
Vehicle Violations Animal Violations Garbage Trash Violations Nuisance / Noise Improper / Illegal Access to Community Improper Access To / Activity at Pool or Jacuzzi Decoration Violation Improper Signage Vehicle Repair Lights, Decorations or Flags Toys in Driveways or Common Areas Deliberate / Negligent Damage to Property Abuse of Trilogy Personnel Garage Door Not Closed Alteration to Front Yard Maintenance Area Oil spill – To Begin Clean Up	Architectural Violations / Construction / Installation Antenna & Improper Satellite Dish Installation Architectural Violations / Landscaping Exterior Painting Issues / Improvements Improper Use of garage - Used for Storage Unacceptable Window Coverings Excessive Number of Pets Outside antennas / Unapproved Satellite Dish Installation Oil spill – Complete Clean Up

Penalty assessments for violations are listed on the TRILOGY CC&R VIOLATION CATEGORIES AND FINES exhibit “D” and may be imposed each time any violation occurs.

## Satellite Dishes and Antennas

1. IT IS STRONGLY RECOMMENDED THAT YOU CONTACT THE MANAGEMENT COMPANY @ 858-550-7900 BEFORE COMMENCING INSTALLATION OF ANY SATELLITE DISH OR ANTENNA.
2. Satellite dish installations are subject to FCC regulations and the rights afforded to Homeowner Associations to control their location.
3. As Trilogy is a Condominium, recently announced rules by the FCC have resolved some outstanding issues. Based on the current ruling, Condominium Associations are free to completely deny owners (residents) permission to install satellite dishes on (in) common areas. A resident is not permitted to install a satellite dish on (in) Association common property, or in such a place that may extend to an adjacent neighbor's property. A satellite dish may not be installed on the front of your home, the side of your home if it extends into an adjacent property, the side or back of your home if it is visible to the interior common area.
4. As certain areas are designated as Easement Access areas, the Association maintains the right of access and will determine if an installation is permissible on any residential exterior wall of your home. If installed in any area designated as an Easement Access area, the homeowner who installs a Satellite Dish upon that wall, even with Association approval, may be held responsible for the removal and re-installation costs of the Satellite Dish to preclude any damage to that property when it becomes necessary to access that area.
5. It has been determined as valid "Association Restrictions" that Associations may require that antennas be hidden within existing landscaping, and that antennas are removed during routine maintenance. Additionally, the Association may require a resident to sign an agreement to reimburse the Association for any damage to common areas as a result of the installation.
6. The Association will not prevent or unreasonably delay antenna installation, maintenance, or use; nor unreasonably increase the cost of antenna installation, maintenance, or use; nor preclude reception of acceptable quality signals. It will, however, enforce Article 6, Section 6.14, which precludes any changes to the exterior walls, including the attachment of any wire. **All satellite dish wire and mounting hardware must be colored to minimize visual attention and must be hidden from view of either the common area or any neighbor. Dish camouflaging by painting may also be required.**
7. The Association is permitted to regulate the location of the satellite dish. As long as the requested location does not require higher installation costs and does not result in poor reception, the Association may suggest an alternative location for the dish. If a resident is unable to get an acceptable signal from his residence, the Association is not obligated to allow installation of the dish on (in) any common area.

8. No Owner shall install or cause to be installed any television or radio antenna, satellite dish or other similar electronic receiving or broadcasting device on the roof, exterior or outside of any residence, unless the device has been expressly approved by the Board. However, a small satellite dish not larger than one-meter diameter, mounted to the chimney but not extending beyond the height of the chimney on the roof of the residence within the Residential Unit, shall be permitted.
9. As noted above, all wire must be hidden from view of either the common area or any neighbor. All satellite dish wire and mounting hardware must be colored to minimize visual attention and preferably be run through the roof and into the attic. ANY INSTALLATION LOCATION OTHER THAN DESCRIBED ABOVE MUST BE APPROVED THROUGH THE ARCHITECTURAL REVIEW COMMITTEE (ARC) PROCESS (SEE EXHIBIT A BELOW) WITHOUT ANY DELAY.
10. Properly addressed installations should not incur any unreasonable additional costs to the homeowner.
11. These rules apply to satellite dishes and television broadcast antennas but do not apply to antennas that are used for broadcast and receive audio signals such as HAM radios. These devices remain restricted from Trilogy.

### **Exterior Painting / Improvements / Decorations**

1. Repainting of any exterior surface of the house must match original colors unless prior approval is obtained from the Board of Directors.
2. Screen doors installed at the front door must be approved through the ARC process (see exhibit A below) and must be colored as follows: If you have a white front door the screen must be white; any other color front door requires a brown screen door. Security doors are not permitted.
3. Replacing your front door with any other door or replacing your fence gate requires ARC approval. The Association reserves the right to mandate that homeowners maintain the exterior of their home in such a manner as to be acceptable to the Association. Article 7, Section 7.1, 7.2 of the CC&Rs.
4. All front porch/patio decorating, including furniture, plantings and any other items, is subject to the discretion of the Board. Screens, bicycles, toys or other similar items are not permitted on the front porches/patios at any time. A garden hose in the Front Yard Maintenance area must be hidden from view. An appropriate "hose pot/planter" is acceptable.
5. SEE OTHER EXTERIOR IMPROVEMENTS. See page 21

## Vehicle and Parking Regulations

1. Trilogy was designed to provide parking for two (2) vehicles for each home. The parking of vehicles in driveways is not permitted, except as shown on the Condominium Plan designating the use of that given unit. See <http://www.trilogv123.com/parking.htm> to view permitted parking limitations. Specific residences may have an exclusive use driveway that provides that homeowner the ability to park one additional passenger car on a specified side of that driveway. In some specific cases a homeowner may have a driveway that provides for parking on both sides of that exclusive use driveway.
2. Due to the very limited amount of available guest parking it is required that each resident utilize the garages to the extent they were designed. If designed for two cars, then two vehicles must fit into the garage. The garage may not be used for storage in lieu of parking of automobiles. Vehicles must be parked in garages.
3. **All Trilogy streets and cobblestone cul-de-sacs are considered FIRE LANES** unless specifically marked with signage or green or white parking lines. Any vehicle parked in any FIRE LANE will be immediately towed and the homeowner fined.
4. DO NOT block the streets and lanes in a way that would obstruct the access of Fire Department and emergency vehicles. You will be fined, and your car towed immediately without further warning.
5. All street and cobblestone cul-de-sac parking within the Association is for the exclusive use of guests, not homeowners, unless a specific spot has been designated, with signage, as exclusive use to a specific address.
6. Common Area spaces are for GUEST parking only. Guest vehicles may park in designated guest parking spaces for three (3) overnight visits in any 30-day time period. A person shall not be considered a Guest if the person is a regular overnight visitor of the resident beyond the three-day limit. Overnight is considered any time past 10:00 p.m. If a vehicle is parked in excess of three overnight visits without a Temporary Guest Pass (see item #7 below), it is subject to being towed at the owner's expense, and the homeowner will be fined as well.
7. A Temporary Guest Pass is available at any time for a resident who will have a guest visiting short term. Short term is defined as greater than three days but not more than 10 days. A temporary permit will be considered for longer than 10 days but not for more than 30 days with few exceptions. A homeowner is entitled to a Temporary Guest Pass for up to 10 days every 90 days. Guest vehicle information must be provided to the management company. The temporary permit will be issued upon your guest's application's being received.
8. In the event a homeowner has more vehicles than permitted, the homeowner may submit a request for a Quarterly Parking Permit. These permits may be issued for qualified vehicles that are registered to an additional driver who lives with the homeowner. There are only a limited number of permits that may be issued at any one time, and they are reviewed every quarter. No permit will be considered should the homeowner not be in full compliance with all CC&Rs and Rules.

Application forms are available from the management office or the Trilogy website <http://www.trilogy123.com/parking.htm>

9. All vehicles issued either a temporary or quarterly permit must park on the asphalt not on any cobblestone parking area.
10. Any vehicle parked in Trilogy that has been issued either a temporary or quarterly permit that is not properly displayed is subject to being towed.
11. Any vehicle parked on Trilogy streets that has either a temporary or quarterly permit that is not valid will be towed.
12. All contractors employed by a homeowner must abide by the parking rules and are subject to the same rules a homeowner is subject to. **ONLY** an emergency vehicle may park in any FIRE LANE. Residents are responsible for their employees and guests parking.
13. Trailers, trucks, boats, campers or recreational vehicles may not be parked on the Common Area.
14. Vehicle maintenance (other than emergency work) is not permitted on the property except with prior written approval of the Board.
15. No vehicle shall be left in a condition that will constitute a fire hazard.
16. The garages shall be used for parking automobiles only and shall not be converted for living or recreational activities.
17. Doors to garages shall be kept closed except during the removal or entry of vehicles there from or thereto.
18. Vehicles must park in the proper direction in accordance with the city vehicle parking codes, including turning wheels if parked on any slope.
19. The maximum speed for any vehicle on the property is **15 MILES PER HOUR**. You must observe the **STOP signs** and speed limit. The safety of our children and residents is of great concern and violators will be sent a summons and fine.
20. Oil/fluid leaks spills from any vehicle will be the responsibility of the homeowner. A leak or spill from a tenant, guest or contractor of the homeowner or resulting from a delivery to the homeowner will be the responsibility of the homeowner. Cleanup or repair cost will be billed to the homeowner if not satisfactorily remedied within 30 days

### **Security and Gate Access**

1. All vehicles will use either the garage/gate opener or use the entry call box to advise the homeowner they require access to the community. The homeowner

may depress the “9” button on the homeowner’s telephone keypad to open the gate for the visitor.

2. If a resident is expecting a visitor, including workers or a delivery, the resident should notify the visitor to use the entry call box to alert the homeowner to open the gate. If no one is at the house, the visitor will not be admitted. Delivery services such as UPS, Federal Express and similar companies are exempt from this requirement. They will be admitted with a specific vendor code to make deliveries without verification by specific residents. Also exempt are public utilities, governmental agencies, law enforcement entities, and authorized people serving legal documents.
3. Visitors are not allowed to enter Trilogy to solicit or to distribute advertising material or sell anything. Any unauthorized entry constitutes trespassing and is subject not only to a hearing and fine but also to legal action, including intervention by the police.
4. When a realtor has an open house for the purpose of resale, the realtor must first call the management company to request a vendor gate code which will be issued within 72 hours. They will be given a code that will be functional for the time of the open house, and if the house does not have a working phone, a realtor’s cell phone number will be linked to the call box. This procedure applies to all realtors. Real estate caravans are allowed in Trilogy only after the listing real estate agent makes arrangements with the management company to receive a vendor gate code.
5. No one may display, post or distribute any vendor entry gate codes. This includes any person or real estate company publishing or posting a code anywhere.
6. No individual or small group garage sales are allowed in Trilogy.
7. Access over/under a wall, fence or gate to any portion of the community, including the pool and Jacuzzi, constitutes a community security breach. Access to the pool or Jacuzzi without a registered community key in a person’s possession will result in the person being told to vacate and will be considered a security breach. Violation of this rule will be treated as trespassing.
8. Anyone observed damaging the gates is responsible for the cost to repair them.
9. Residents should explain the entry gate procedures to their visitors.
10. People on foot or on a bicycle should use the pedestrian gates.
11. Home vandalism should be reported directly to the Police Department.

## **Vandalism**

1. A resident vandalizing Trilogy property will be subject to a hearing and a \$100.00 fine in addition to being assessed for the cost to repair the damage. Access to common area facilities may also be suspended for at least 30 days.
2. If the vandal is a non-resident but is a guest of a resident, the resident will be held responsible.
3. If the vandal is a non-resident and does not have permission to be in Trilogy, the vandalism will be considered a criminal offense, and the vandal will be reported to the Police Department for trespassing and possible other criminal acts.
4. Fines will be levied against the owner of record and not against a tenant, if the house is occupied by other than the owner.

## **Refuse / Trash Cans / Recycle Cans**

1. Members are responsible for picking up their own trash spilled on common areas and disposing of it in sanitary containers or receptacles, which are provided by the Homeowners Association.
2. Large cartons and boxes must be broken down and tied before being placed on the street for pick up.
3. Large discarded items such as old furniture, etc., are the sole responsibility of the homeowner to remove from premises and dispose of at the homeowner's expense.
4. No trash or debris is to be left in any area that is visible to others such as walkways, decks, patios, common area, etc.
5. Trash pickup is Wednesday, (or Thursday if preceded by a holiday). Trash and recycle cans can be placed curbside the evening before not earlier than 5:00 p.m. Receptacles are to be retrieved promptly and stored out of sight in the resident/tenant's garage or behind the resident/tenant's property fence. Any trash receptacle in view from the common area after 5:00 p.m. following trash pick-up day will be subject to immediate removal and may be claimed from the offices of N. N. Jaeschke after paying a fee of \$25. If you cannot pick up your trashcan it can be delivered to you for an additional fee of \$25. Trashcans not picked up within 14 days will be returned to the vendor.
6. If you will be out of town, ask for help from a neighbor.

## **Noise Control**

1. Noise can be a problem any time and particularly during the summer months when windows are open. Please be considerate of those living close to you and keep noise volume as low as possible. Nothing shall be done that interferes with the quiet enjoyment of other occupants.

2. It is the responsibility of parents to see that their children do not unnecessarily disturb other residents. Children must have proper supervision in the pool area. Parents are responsible for any damage caused or incurred by their children and/or guests.
3. Radios, televisions, musical instruments, party activities, and other noise sources (including barking dogs, car horns and extended warming up of car engines) must be restricted at all times to a level that does not disturb other residents.
4. The use of power tools is prohibited prior to 8:00 a.m.
5. Construction/Gardner workers must be admitted for entry by the resident. They may not enter before 8 a.m., Monday through Friday and not before 10 a.m. on Saturday. They must leave by 6 p.m. on weekdays and by 5 p.m. on Saturdays. Construction/Gardner workers are not permitted on Sunday.
6. Roller-skating, Big Wheel or skateboard riding (or other activities as decided by the Homeowners Association Board of Directors) are not permitted on the project at any time.

### **Pool and Spa Facilities**

1. Access to the pool or spa without a registered community key in your possession will result in your being told to vacate and will be considered trespassing.
2. Guests must be accompanied by a Trilogy resident at all times when using the pool and spa facilities.
3. Smoking is not permitted in the pool or spa.
4. Showers are required before entering the pool or spa.
5. The use of the EMERGENCY life ring for any purpose other than an emergency is prohibited. A fine will be issued and the cost of a replacement ring may also be assessed.
6. The use of the EMERGENCY SHUT OFF switch for any reason other than an emergency is prohibited, and a fine will be issued as well as the cost of resetting the time clocks.
7. General rules of good conduct should be observed at all times. This includes no running, pushing or boisterous behavior. Radio volume and voices should be kept at a minimum level. This is especially important during late evening and early morning hours. POOL HOURS ARE 8:00 A.M.-10:00 P.M. Pool Hours are subject to change at the discretion of the Homeowners Association Board of Directors.

8. The Association does not provide any type of lifeguard or supervisory service. Anyone using the recreation facilities shall do so at his or her own risk, responsibility, and liability.
9. Usual and customary swimming attire is required. Cutoffs or blue jeans do not meet this requirement.
10. Hairpins, hair clips or other similar objects should not be worn in the pool or spa.
11. Entry to the pool area shall be through the gate only. Climbing over the fence or gate is prohibited. The gate must be closed and locked at all times.
12. Keys must not be duplicated or loaned to friends. There is a \$500.00 replacement fee for lost keys (fee subject to change at any time.)
13. Only unbreakable containers are permitted in the pool and spa areas, and these must be removed or disposed of in the containers provided. Injuries are not the responsibility of the Association. Please be thoughtful and considerate of your neighbors. Anyone seen with glass will be asked to remove the glass and/or leave the area immediately.
14. No bottles, glass containers or barbecues are allowed in the pool or spa area. Anyone, including a homeowner, guest or tenant, who is responsible for breaking any glass within the pool or spa area will be fully responsible for all costs incurred to drain, clean and refill the pool or spa as well as be subject to any related violation fines.
15. It is the responsibility of each resident to ensure that children under the age of 14 are under the direct supervision at all times of a designated, responsible adult (18 years of age or older) while in the pool area.
16. Children under 14 years of age may not use the spa unless under direct adult supervision.
17. The use of inflatable toys, rafts or sports equipment is not permitted in the pool. This does not apply to legitimate life-saving devices.
18. Throwing non-floating items, such as rocks, marbles, coins and the like, into the pool is prohibited.
19. Pool users are responsible for disposing of trash in the containers provided. Food and related garbage must not be discarded within the confines of the pool or spa area. Please dispose of it at home.
20. Animals are not allowed in the pool or spa area.
21. Persons with open cuts and wounds are not permitted in the pool or spa.
22. Bicycles, roller skates or skateboards are not permitted in the pool or spa area.

23. Pool furniture is to be used on the decks around the pool and spa. Furniture is not to be removed from the pool area. Those who do so will be subject to a fine and replacement costs.
24. Absolutely no foreign substances such as bubble bath, soap, beer, etc., may be added to the pool or spa. Persons observed doing so will be assessed the cost of draining, cleaning, refilling and other incurred costs due to pool or spa damage.
25. Posted regulations for the pool and spa must be obeyed.
26. Owners transfer all their rights to the use of the pool facilities when their units are rented, leased or occupied by a non-owner.
27. Anyone having a party at the pool that exceeds six (6) guests who are not Trilogy residents must get permission from the management office. A list of guests must be submitted and received seventy-two (72) hours prior to any event at the pool. The Association has the right to limit the number of guests and the time they may occupy the pool area. The homeowner is responsible for cleanup. A refundable \$150.00 reservation/cleanup deposit is required.
28. Residents are responsible for any damage to Trilogy property caused by their children, guests, or service providers.

## **Animals**

1. Dogs must be on a leash at all times and under personal control when outside individual living quarters (San Diego City Ordinance). This includes exclusive uses areas, driveways, porches or any front yard, maintenance area or Common Area.
2. Any litter deposited by pets anywhere, including lawns, sidewalks, paths, street or other project common areas, must be removed immediately by the owner of the animal involved. Dogs are not permitted to urinate on plants and shrubs or grass.
3. Violators are responsible for any damage to property including sod, plant, or bush replacement costs as well as any fines.
4. Residents are responsible and liable for any personal injury or property damage caused by their pets. If the pet owner is a tenant, the owner of the unit is liable. Aggressive animals that threaten the safety of residents, guests, employees of the HOA, or any other person are not permitted inside Trilogy and must be removed from the property immediately.
5. Violations must be submitted in writing to the Board of Directors.
6. Legal action will be taken against owners of pets that make excessive noise or engage in aggressive behavior. Excessive is defined as uninterrupted, incessant barking for an unreasonable period of time. Unreasonable shall be considered to be greater than 15 minutes. Repeated intervals of barking will be considered

excessive. Aggressive behavior is behavior that threatens the safety of residents, guests, employees of the HOA, or any other person.

7. Pets are not allowed within the confines of the pool or spa areas.
8. The Board of Directors reserves the right to expel or control any pet which becomes a nuisance.
9. Residents who are disturbed by an animal are urged to first contact their neighbor and, if unsuccessful, to write to the Association or contact the Animal Control Department (619) 236-4250
10. No structure for the housing or confinement of any animal or bird shall be maintained so as to be visible from neighboring property.
11. Human assistance dogs may be considered exempt from the above rules, e.g., Seeing Eye Dogs.

### **Payment of Water Bills**

The Association shall have the right to enter into an agreement with a private water metering service to read the meters, prepare and send the bills and collect sums billed to each owner on behalf of the Association including late fees for non-payment of water usage and services provided. Trilogy CC&Rs Article IV Section 4.18

### **Payment of HOA Dues and Assessments**

The Association shall have lien rights with respect to charges imposed against an owner for reasonable late payment fees for delinquent assessments, interest and other charges including attorneys' fees.

### ***INTRODUCTION TO THE ARCHITECTURAL GUIDELINES***

Living in a planned community such as Trilogy offers many privileges. It also involves certain restrictions. In order to preserve the value, desirability, attractiveness, and architectural integrity of Trilogy, Declaration of Covenants, Conditions and Restrictions (CC&Rs) have been prepared which authorize the formation of an Architectural Review Committee for the single family improvements at Trilogy.

The Architectural Review Committee, hereinafter referred to as the "ARC", is charged with the responsibility to review and approve proposed exterior improvements to residential dwellings in this community, prior to any submittal to the City of San Diego and/or construction. The CC&Rs allow the Board of Directors to establish an ARC and consult with professionals such as a landscape architect for advice and recommendations.

The purpose of the ARC and these design guidelines is not to restrict individual creativity or personal preferences, but rather to assure the overall continuity of design in an attempt to preserve and improve the appearance and value of your neighborhood and the Trilogy community. The ARC has set up Design Guidelines that define the standards acceptable

of treatments for improvements. In most cases, when these guidelines are followed and complied with, submittal to the ARC can be expedited quickly.

These Design Guidelines are also intended to assist property owners in planning home improvements. This information is provided to increase the homeowner's awareness of the ways to maintain neighborhood integrity. It is important to note that these Design Guidelines reflect the CC&Rs; however, they do not cover all possible situations that may be defined in the CC&Rs. It is recommended that the CC&Rs be carefully reviewed and that all questions be directed to the Management Company, **N. N. Jaeschke, Inc. (858) 550-7900 or (800) 448-7601**

The ARC is not responsible for approving the means or methods of construction, the installation and guarantee to the homeowner and Homeowners Association. This is the sole responsibility of the individual homeowner. After approval from the ARC and prior to beginning any construction, the individual homeowner must locate all existing below grade utility lines, such as gas and water.

### **ARC Operating Procedures**

1. Before beginning any yard improvement, addition, alteration, or construction involving the exterior appearance of a home, the homeowner needs to check with the Management Company to determine whether or not a submittal to the ARC is required.
2. If improvement plans are required to be submitted to the ARC in accordance with design guidelines, the homeowner must first file an application to the ARC prior to any City of San Diego application. Failure to obtain the approval of the ARC when required will constitute a violation of the CC&Rs and may require modification or removal of unauthorized work or improvements at the homeowner's expense.
3. If submittal to the ARC is required in accordance with these guidelines, plans must be submitted, even if the identical improvement may have been previously approved for a neighboring property owner. During an evaluation of an application, the ARC must consider the characteristics of the housing type and the individual site, because what may be an acceptable design in one instance may not be acceptable in another.
4. The ARC may be called upon to consider and balance conflicting interests of parties who would be impacted by any planned work. Plans and specifications submitted for ARC review must, at the request of the ARC, include an analysis of whether the proposed improvements or landscaping would impair any view from another residence or lot.
5. The ARC makes no warranty or representation that any "view" will be preserved or protected, now or in the future.
6. The ARC will evaluate all complete applications within 45 days of submittal to the Management Company and will indicate its approval, approval with conditions, or denial.

7. The Management Company will record the ARC's decision in the Architectural Modification Request Log and notify the applicant of the decision as follows:
  - a. Approved  
A copy of the executed request form and an approval report or a copy of the plans stamped and signed by the ARC will be returned to the applicant. All use restrictions contained in the CC&Rs shall be in full force and effect and shall control the construction activities of the homeowner.
  - b. Approved with Conditions  
A copy of the executed approval report or a copy of the plans stamped and signed by the ARC will be returned to the applicant. The plans will contain ARC changes or stipulations that shall become a part of the plans and shall represent conditions of approval to be satisfied by the applicant. All use restrictions contained in the CC&Rs shall be in full force and effect and shall control the construction activities of the homeowner.
  - c. Denied  
If the applicant is denied, the applicant will be advised of the reasons for the ARC's decision and will be provided with information or direction needed to receive ARC approval.
8. Once an application for home improvement has been approved by the ARC, the plans must be followed as approved if constructed. Any modification to the approved plans must receive ARC approval prior to construction. It is important to understand that ARC approval is not limited to major alterations such as complete landscape improvements.
9. Work must be complete and a notice of completion (Exhibit "B") submitted within four (4) months of the close of escrow of the residence. Upon construction completion, homeowner shall within 15 days notify the Management Company. A "Notification of Completion" form has been attached for your use.
10. The ARC will check the improvements to confirm that they have been completed and are in conformance with all ARC approvals and conditions of approvals, within 30 days after the committee receives the notice of completion of improvements.
11. Upon completion of improvements indicated on the approved plans as future construction, the applicant shall resubmit a "Notification of Completion." The Management Company will advise the ARC and a final site observation will be scheduled within 45 days of receipt of said notice.
12. If following site observation and review, the ARC deems the improvements have been installed, as approved, no further written notice will be given to the homeowner. If following site observation and review, the ARC deems the improvements have not satisfactorily complied with the approved plans, then the ARC shall respond to the homeowner in the following way:

## Denial

The ARC will send a ‘Notice of Noncompliance’ to the owner with a request to remedy the noncompliance. This notice will be sent within a 90-day period. Once the noncompliance is remedied by the applicant, the ARC will re-review the work and respond accordingly.

## Process for Submittal of Landscape and Home Improvement Plans

1. Landscape and home improvement plans are separate and should be handled as per the following guidelines, which are in accordance with the Declaration of Restrictions for the Trilogy residential community.
2. Required Landscape/Construction plans must be submitted to the Architectural Review Committee (ARC) for review. The plans shall include the following information.
  - a. Plan (top) view drawn to an appropriate scale of all improvements including those required by the ARC per the design guidelines. Show overall dimensions and be sure plans are marked to scale and scale is included.
  - b. Elevation (side) view drawn to an appropriate scale of each side of the improvements, such as patio covers and walls. Show overall dimensions.
  - c. Location of improvement as it relates to the home and all adjacent property lines including setback dimensions if any. Plans must also include locations of all easements, titles and other restrictions.
  - d. Description of materials and colors including brand name and specification name and number if any. Show this information on plans.
  - e. If any construction is proposed, e.g., fencing, fountain, overhead trellis, built in barbecue, pool or spa, please indicate all dimensions including height and/or elevation. Provide any appropriate construction details.
  - f. Clearly mark all plant types, sizes, and quantities on your plans.
  - g. Drainage and grading must be clearly indicated. Indicate all proposed and existing drain inlets. The landscape plan must indicate direction of water flow and how surface water is to be collected. The existing drainage pattern, installed when overall grading was completed by the Builder is designed without consideration of proposed landscape improvements. Patios, walks, mow strips, planter walls, etc., will entrap surface water.
  - h. All surface water must have positive drainage away from the building and be collected in a landscape drainage system. Drain inlets must be located throughout landscape areas including side yards. The ARC is not responsible for installation of proper drainage. This is sole responsibility of the owner and/or his landscape contractor.
  - i. Phasing of improvements must be clearly identified on the plans.

- j. Plans must clearly indicated Side Yard Maintenance Areas.
3. Complete the “Facing and Adjacent Neighbor Statement” form with appropriate signatures from neighbors (See Exhibit ‘A”). Obtaining neighbors’ signatures does not grant approval. Objections from a neighbor does not cause denial. However, the ARC can contact neighbors to determine their objections and their appropriateness, if necessary.
4. Include a non-returnable set of landscape/construction plans in the submittal package along with a complete Exhibit A - Application for Architectural Improvements. Conforming your plans to the following guidelines should enable the Architectural Review Committee to quickly review and approve them. Mail or deliver submittal package to: **Trilogy - Architectural Review Committee - 9610 Waples Street – San Diego, CA 92121**. Failure to include the information requested will constitute an incomplete application and it will be returned. You will need to resubmit properly prior to ARC review.

### **Landscaping, Hardscaping & Irrigation – Rear and Side Yard**

1. Unless previously installed by the “Builder” (e.g., front yards), all rear and side yard landscape/hardscape improvements plans must be submitted to the Architectural Review Committee (ARC).
2. Changes in previously installed rear and side yard landscaping will also need to be submitted to the ARC for approval.
3. Unless previously installed, each owner is required to install and maintain landscaping on all unpaved areas of their lot within six months after the close of escrow.
4. The root system of groundcovers, shrubs, and trees must not encroach at maturity on any neighbor’s yard or disturb foundations, walls, or sidewalks.
5. Irrigation lines must be subterranean, except drip systems, which must be substantially covered. Sprinklers must be placed so they do not spray upon your residence, adjacent properties or public sidewalks. The irrigation system should be designed with the ability to control different water zones (sun, shade, shrubs and lawn areas).
6. Trees that will at maturity grow over public streets or adjacent neighbors’ properties must be of a species that do not drop berries or other fruits that will stain.
7. There shall be no interference with the off-site, existing drainage which is shown on any plan that may have been previously approved by the ARC. Appropriate drainage must be installed and directed to the street in order to prevent runoff over banks or onto adjacent or common area properties.

8. There should be a minimum slope/drainage of 2% away from the building and water should be collected in a landscape drainage system. All planting areas shall be a minimum of 4" below the existing stucco screeds on the building. An export of existing soil may be necessary to provide proper drainage of your lot.
9. Any landscaping or other improvements which are within the "Side yard Maintenance Area" (see Condominium Plan) shall be of a type and shall be so located and installed that they do not damage the Residence or any other improvements of the Benefited Owner or unreasonably interfere with the right of access herein reserved.

### **Landscape Plants and Trees**

To assist with your design and approval, a list of undesirable plants & trees - Exhibit C - is enclosed

### **Fencing, Pilasters and Walls – Painting, Maintenance and Repair**

1. Unless previously installed by the "Builder," elevations and plans for all fencing, pilasters and walls shall be submitted to the Architectural Review Committee (ARC) for approval.
  2. Changes in previously installed fencing, pilasters or walls shall be submitted to the ARC for approval.
  3. There are three types of fences/walls within our community. They are stucco/block, wood and wrought iron. The fences may be either common to both homeowner and the Association or may be shared by two or more homeowners. What follows is a synopsis of homeowner responsibility.
- **STUCCO/BLOCK OR WOOD FENCE-COMMON TO BOTH HOMEOWNER AND ASSOCIATION PROPERTY-Article VII, Section 7.1 (e).** The CC&Rs mandate that the repair, replacement and painting of these fences are the shared responsibility of both the association and the homeowner. Both the association and the homeowner will be responsible for the painting of their respective sides. The responsibility of repair or replacement of the wooden fence will be shared between the homeowner and the association. The association will perform the work and the homeowner will reimburse the association for one half the costs. This process ensures uniformity. The homeowner will be notified of the completed work and sent a bill. Payment is due upon receipt.
  - **WROUGHT IRON FENCE - COMMON TO BOTH HOMEOWNER AND ASSOCIATION PROPERTY-Article VII, Section 7.3 (f).** The CC&Rs mandate repair and maintenance of these fences are the shared responsibility of the association and homeowner. Homeowners must remove all items attached to the fence including foliage growing from your property. There must be at least a 6-inch clearance between the fence and any plant material. The association will remove foliage growing on the fence from outside your property. Painting the interior portion of the iron fence will require access to the homeowner's property. Owner will be notified and given notice when access to property will be required. Owner or tenant must accommodate any contractors. In the event a contractor must remove anything from

or near the fence within your property it will be done at FULL cost to the homeowner. Homeowner will be notified of the completed work and sent a bill. Payment is due upon receipt. In the event of non-compliance, all costs incurred by the association will be borne by the homeowner.

- **FENCE OF ANY MATERIAL - COMMON TO ONLY HOMEOWNERS - Article VII, Section 7.1 (f).** If a fence is common to two or more homeowners and does not constitute association property, it will be the sole responsibility of the individual homeowners to repair and maintain ALL fencing regardless of construction material. Homeowners who wish to have any painting or repairs made may contract the management company for an estimate or to schedule an appointment for work to be completed. Call (858) 550-7900 or visit the Trilogy web site at <http://www.trilogy123.com/contact.htm>
- 4. If it is deemed necessary by the association that painting, repair or replacement is required, the association will notify the respective homeowner of the homeowner's obligations. In the event of non-compliance, all costs incurred to correct the problem will be borne by the respective homeowners. **Article VII, Section 7.2. Article XIII, Section 13.4**

### **Patio Covers & Trellises**

1. All patio cover or trellis must be submitted to the ARC for review and approval. The submittal must include elevations and appropriate details.
2. Patio covers and trellises shall be of wood construction only with the exception of vertical supports, which may be of stucco or masonry to match color of that existing on the dwelling unit.
3. The following materials are not acceptable for patio covers and trellises and are not all-inclusive:
  - Plastic
  - Fiberglass
  - Plastic webbing, split bamboo, reed or straw-like materials
  - Asphalt shingles or composition shingles
4. No structure may be erected, constructed, or maintained whether permanent or temporary within any building restricted easement without proper approval from the City of San Diego Building Department.
5. Patio covers and/or trellises must comply with all applicable setback requirements as set forth in the City of San Diego Building Code.
6. Patio covers and trellises must be painted to match the exterior trim paint or stucco color of the home. Stained a natural wood color or left unpainted is not acceptable.

## **Deck Awnings & Window Replacement**

1. All deck awnings or window replacements must be submitted to the Architectural Review Committee (ARC) for review and approval. The submittal will include elevations, sample materials, manufactures proposal and all appropriate details.
2. All deck awning material or window replacement frames must be color coded to match or complement the exterior trim paint or stucco color of the home.

## **Installation of Homeowner Pools and Spas**

1. All requests for the construction of a pool or spa shall be submitted to the Architectural Review Committee (ARC) for approval.
2. Permanent above ground pools are not allowed. Portable or aboveground spas may be permitted but must be submitted to the ARC for approval.
3. Pool/Spa equipment must be enclosed so as to screen the noise and view disturbances from adjacent properties.
4. Plumbing lines to a spa or pool must be completely concealed or installed underground.
5. Pools and spas must not be located as to adversely affect the stability of adjacent slopes.
6. Homeowners must employ the services of a soils engineering professional prior to constructing pools.
7. No structure may be erected, constructed, or maintained whether permanent or temporary within any building restricted easement without proper approval from the County of San Diego Health Department.

## **Other Exterior Improvements**

All exterior improvements such as permanent barbecues, flagpoles, doghouses, landscape lighting, room additions, tool sheds, basketball hoops, gutters/downspouts and freestanding structures shall be submitted for approval by the Architectural Review Committee (ARC). These guidelines are not all-inclusive, and any exterior alteration, change or improvement must be submitted to the ARC for approval.

**EXHIBIT A**

**APPLICATION FOR ARCHITECTURAL IMPROVEMENTS**

RETURN FORM TO:  
TRILOGY HOMEOWNERS ASSOCIATION  
c/o N.N. JAESCHKE INC.  
9610 Waples Street  
San Diego, CA 92121-2992

**(PLEASE PRINT CLEARLY)**

**Owner** \_\_\_\_\_ **Date** \_\_\_\_\_

Property Address: \_\_\_\_\_ Carmel Creek Road San Diego, California 92130

Daytime Phone Number \_\_\_\_\_ Evening Phone Number \_\_\_\_\_

DESCRIPTION OF PROPOSED IMPROVEMENTS (attach plans):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that my proposed improvements may require a permit from the City/County Building Department or other government agencies and I will obtain all required permits before commencing any work. I agree I will do no work that will change the existing drainage patterns. I am aware that any changes may result in substantial damage to adjacent properties.

The adjacent OWNERS have reviewed the proposed improvements that I or my contractor complete which may, in the future, adversely affect adjacent properties. I will assume responsibility for all future maintenance of this addition or improvement.

**Homeowner's Signature** \_\_\_\_\_

The adjacent OWNERS have reviewed the proposed improvements. We understand that neighbor objections do not in them-selves cause denial. The Architectural Committee may contact neighbors to consider their objections, if necessary.

Property Address \_\_\_\_\_ Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Property Address \_\_\_\_\_ Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Property Address \_\_\_\_\_ Print Name \_\_\_\_\_

Signature \_\_\_\_\_

**FOR OFFICE USE ONLY**

Received Date \_\_\_\_\_

Submitted to Architectural Committee on: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Conditional Approval Decision Letter Sent on: \_\_\_\_\_

Comments: \_\_\_\_\_

**EXHIBIT B**

**NOTICE OF COMPLETION**

RETURN FORM TO:  
TRILOGY HOMEOWNERS ASSOCIATION  
c/o N. N. JAESCHKE INC.  
9610 Waples Street  
San Diego, CA 92121-2992

**(PLEASE PRINT CLEARLY)**

Notice is hereby given that the undersigned;

(Owner's Name) \_\_\_\_\_

**PLEASE PRINT CLEARLY**

is the owner of the property located at;

(Property Address) \_\_\_\_\_ Carmel Creek Road, San Diego, California 92130

(Daytime Phone Number) \_\_\_\_\_

(Evening Phone Number) \_\_\_\_\_

**The work of the improvement on the described property was COMPLETED on the**

\_\_\_\_\_ Day of \_\_\_\_\_ 2009 in accordance with the Architectural  
Committee written approval through the above owners plans and submittal package.

(Signature of Owner) \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT C

### LANDSCAPE PLANT PALETTE

To assist you with your design and approval, the following is a list of **undesirable** plants and trees. The criterion used for the development of the list of plant material was based on invasive root systems or inappropriate size at maturity. This list of plant material is not all-inclusive.

### PROHIBITED TREES AND SHRUBS

#### TREES:

Pinus radiata	=	“Monterey Pine”
Sequoia sempervirens	=	“Coast Redwood”
Picea pungens	=	“Colorado Spruce”
Alnus rhombifolia	=	“White Adler”
Ficus retusa	=	“Indian Laurel”
Grevillea robusta	=	“Silk Oak”
Magnolia grandiflora	=	“Southern Magnolia”
Plantanus	=	“California Sycamore”
Populus nigra	=	“Lombardy Poplar”

#### SHRUBS:

Bamusa species	=	“Bamboo”
Cordaderia selloana	=	“Pampas Grass”

**EXHIBIT D**

Effective September 1, 2004, Trilogy HOA has revised the policy of imposing a monetary penalty on any Owner for violation of the CC&Rs or Rules of the Association, including a monetary penalty relating to the activities of a renter, guest or invitee of an Owner. In accordance with the law, the following is the schedule of the monetary penalties that may be assessed for those violations and are in accordance with the authorization for Owner discipline set forth in the CC&Rs Sections 4.4, 4.5, 14.1, 15.9 and 15.13. Violations and corresponding fines can accumulate depending on the "Violation Procedures and Time to Remedy."

**TRILOGY CC&R VIOLATION CATEGORIES AND FINES**

	<b>VIOLATION DESCRIPTION</b>	<b>FINE</b>	
<b>A</b>	<b>Vehicle Violations 6.10 - 6.13 - 6.16</b> Excessive Speed / Running Stop Sign Illegal Gate Entry Entering/Exiting Wrong Gate Ticket - Parked Vehicle Facing Wrong Way Ticket -Overextended Guest Parking Ticket -Unauthorized Vehicle (Commercial/Recreational) Ticket - Fire Lane Parking Ticket - Improper Parking in Exclusive Use Driveway Repair of Vehicle (Except for Emergency to remove) Oil Spill - Driveway or Common Area	\$50 \$100 \$35 All Towing/Impound expenses All Towing/Impound expenses All Towing/Impound expenses \$35 \$50 \$35 Plus Cost to Clean	
<b>B</b>	<b>Animals 6.4</b> Excessive Number of Acceptable Species Uninterrupted Barking Defecating/Urinating without Cleanup Running Loose - Unleashed Unacceptable Animal	\$35 \$35 \$35 \$35 \$35	
<b>C</b>	<b>Garbage 6.30 - HOA RULES</b> Trash Containers / Collection Times / Storage Improper Disposal of Garbage	\$50 \$50 Plus pick up /Disposal charges	
<b>D</b>	<b>Nuisance 6.5 - 6.9 - 6.30 - HOA RULES</b> Excessive Noise of any Nature Debris Graffiti /Chalking Skateboarding/Skating /Children's noisy wheeled toys.	\$35 \$35 \$50 Plus Removal Charges \$35	
<b>E</b>	<b>Improper Access 2.2a</b> To Pool /Jacuzzi/Community - Access Without Key Use of Unregistered Key to Access Property/Jacuzzi/Pool Climbing Over/Under Community Fences/Walls/Gates	\$35 \$35 \$50	
<b>F</b>	<b>Decoration 1.5 - 6.19 - HOA RULES</b> Decorative Lights / Items (OK during Holidays) Unacceptable Window Treatment Porches/Front Yard Area-Unacceptable Condition Item Hanging / Protruding from Fence / Balcony	\$35 \$35 \$35 \$35	
<b>G</b>	<b>Home Repair/Maintenance 4.4 - 4.5 - 6.14 - 7.1 - 7.2 - 13.4</b> Failure to Paint Shutters/Front Door/Iron Work Failure to Paint/Repair Fence/Gate / Other Architectural Violations - Construction/Installation Architectural Violations – Landscaping	\$100 Plus Cost of Contract Work \$100 Plus Cost of Contract Work \$50 \$50	
<b>H</b>	<b>Alteration to Front Yard Maintenance/ Common Area 6.8</b>	\$50+Repair Reimbursement	
<b>I</b>	<b>Unapproved Antennas/ Satellite Dishes/Wiring 6.7</b>	\$35	
<b>J</b>	<b>Improper Signage - (For Sale/For Rent/Other) 6.6</b>	\$35 Plus Removal Cost	
<b>K</b>	<b>Displaying Gate Code Anywhere HOA RULES</b>	\$100	
<b>L</b>	<b>Toys Left in Driveways or Common Area HOA RULES</b>	\$35	
<b>M</b>	<b>Improper Use of Pool/ Jacuzzi Facilities POOL RULES</b>	\$50+Repair Reimbursement	
<b>N</b>	<b>Deliberate/Negligent Damage to Assoc. Property 6.11</b>	\$50+Repair Reimbursement	
<b>O</b>	<b>Water Service Non Payment Late Fee 4.4 - 4.18</b>	\$25	
<b>P</b>	<b>Abuse of Board Member on Official Business-HOA RULE</b>	\$35	
<b>Q</b>	<b>Abuse of any Association Staff HOA RULES</b>	\$35	
<b>R</b>	<b>Garage Used for Storage 6.16</b>	\$35	
<b>S</b>	<b>Garage Door not Closed 6.16</b>	\$35	
<b>T</b>	<b>Tenant in Default of Lease 6.2 HOA RULES</b>	\$35	
<b>U</b>	<b>HOA Monthly Dues Late Fee</b>	\$10	

## **FIRE EMERGENCY PROCEDURES**

Upon taking occupancy, every Member or Resident should set aside time to walk around and familiarize yourself with your home and the Association's grounds as you would a house, this will enable you to become a more informed Member or Resident with the emergency equipment, water and electrical devices.

TEST YOUR SMOKE DETECTORS AT LEAST MONTHLY TO MAKE CERTAIN THEY ARE IN PROPER WORKING ORDER.

### **THE EMERGENCY NUMBER FOR FIRE, POLICE AND PARAMEDICS IS 911**

1. Upon hearing the smoke detector **DO NOT PANIC!!! KEEP CALM!!!** Go to the nearest closed door and feel the door with your hands to see if it is hot. **DO NOT OPEN THE DOOR UNTIL YOU FEEL IT WITH YOUR HANDS FIRST.**
2. If the door is not hot, brace body against the door and open it a crack. Be prepared to slam it shut if heat or smoke rushes in. If it is clear, open the door slowly all the way and leave the fire area quickly, closing all doors that you pass through on your escape route and proceed directly to the nearest fire exit. If you must use an escape route where there is smoke, stay as low as possible. Crawling lets you breathe the cleaner air near the floor as you move toward an exit.
3. If any of your doors are hot or you see smoke seeping into your home, **DO NOT OPEN THE DOOR.** Seal off the cracks around the door to keep the smoke out.
4. If necessary dampen a cloth to breathe through to filter out smoke and gases.
5. If possible, immediately call **911** and tell them exactly where you are - even if you can see fire trucks on the street below.
6. Try to get to a window in the room you are in or to a balcony, closing the sliding door behind you. Then go to the railing and yell "FIRE" to alert other Residents and incoming firemen. Wave something light colored to attract their attention.
7. **THINK BEFORE YOU ACT!!!** Don't panic. Keep calm. Rescue will arrive shortly. Rescuers will try to begin with those in the most immediate danger.

## EARTHQUAKE PREPAREDNESS GUIDE

1. BE FAMILIAR WITH THE LOCATION AND OPERATION OF EACH MAIN UTILITY SERVICE OF YOUR HOME
2. MAIN GAS METER SHUT-OFF VALVE
3. MAIN WATER VALVE
4. ELECTRICAL PANEL IN YOUR UNIT
5. MAIN ELECTRICAL PANEL AT EXTERIOR CLOSET
6. PHONE BOOK ALSO HAS INFORMATION ON EARTHQUAKE
7. PREPAREDNESS, BASIC FIRST AID AND CPR
8. DEVELOP A FAMILY EMERGENCY PLAN WHICH INCLUDES A PLACE TO REUNITE
9. DESIGNATE A CONTACT PERSON 300 MILES AWAY OR MORE. PROVIDE THAT PERSON WITH A LIST OF PEOPLE TO CALL AND NOTIFY FOR YOU OUTSIDE OF THE DISASTER AREA.

### LEARN FIRST-AID AND CPR

MAKE SURE EVERY MEMBER OF THE FAMILY OVER AGE 10 KNOWS HOW TO SHUT-OFF GAS. WATER AND ELECTRICITY MOVE HEAVY ITEMS TO LOWER SHELVES.

### REMOVE OR ISOLATE FLAMMABLE MATERIALS

INSTALL LATCH LOCKING DEVICES ON CABINET DOORS  
ADD ANY ITEMS NOT LISTED

EARTHQUAKE KIT	PURCHASED AT MOST HOME IMPROVEMENT STORES
FLASHLIGHT	SPARE BULB EXTRABATTERIES
PORTABLE RADIO	EXTRA BATTERIES
FIRST AID KIT	PURCHASED AT DRUG STORES AND SURPLUS STORES
FIRE EXTINGUISHER	RATING TYPE A.B.C.
CANDLES AND MATCHES	BE SURE THERE ARE NO GAS LEAKS.
BASIC TOOL KIT	PURCHASED AT HOME IMPROVEMENT STORES
NON PERISHABLE FOOD ITEMS	SUGGESTED 2 WEEKS PER PERSON
CAN OPENER	(NON-ELECTRIC)
WATER	1-2 GALLONS PER PERSON PER DAY-WATER FILTER KITS THAT CONNECT TO YOUR WATER HEATERS ARE A GREAT IDEA. THE AVERAGE WATER HEATER HOLDS 30 GALLONS. PURCHASED AT HOME IMPROVEMENT STORES.
CROWBAR	KEEP A CROWBAR UNDER BED FOR USE IN FORCING OPEN JAMMED DOORS. KEEP SHOES AND EYEGLASSES HANDY

### ESSENTIAL MEDICATION

EYEGLASSES (SPARE)

### WHISTLE

WATCH/CLOCK	BATTERY POWERED
CASH	ATM MACHINES AND BANKS MAY BE OUT OF SERVICE
YOUR VEHICLE	IT MAY BE A GOOD IDEA TO STORE SOME OF THESE ITEMS IN YOUR VEHICLE. 1 <sup>ST</sup> AID KIT
	STURDY SHOES. ETC. ADD ANY ITEMS NOT LISTED

## EARTHQUAKE PREPAREDNESS GUIDE - AFTER EARTHQUAKE CHECKLIST

### YOURSELF

FAMILY, NEIGHBORS	TRAPPED OR INJURED.
GAS LEAKS	DO NOT SHUT OFF YOUR GAS UNLESS YOU SMELL GAS! FIREPLACE, GAS WATER HEATER AND STOVE AREA

### ASK YOUR NEIGHBOR

ELECTRICAL	VISUALLY CHECK FOR ELECTRICAL SPARKS OR BROKEN WIRES WHICH POSE A HAZARD. SHUT OFF YOUR MAIN BREAKER OUTSIDE IN THE EXTERIOR WALL
WATER	CHECK FOR BROKEN WATER AND SEWER LINES. DONT DRINK WATER UNLESS SAFE.
PHONE	CHECK FOR DIAL TONE. NO NOT USE UNLESS AN EMERGENCY. FLOODING THE PHONE SYSTEM ONLY DELAYS HELP FOR PEOPLE WHO REALLY NEED IT.

**BROKEN GLASS AND ANY OTHER HAZARDS**

ADD ANY ITEMS NOT LISTED.

**IMPORTANT PHONE NUMBERS**

**911 EMERGENCY**

**POLICE NON-EMERGENCY**

**(619) 531-2000**

Animal Control Department (619) 236-4250 or (619) 438-2312

Criminal Crime Stoppers (619) 235-8477

Code Violation Investigation (619)-236-6815

Coast Guard Search and Rescue (619) 295-3121

CRISIS Team Suicide and Crisis Counseling (800) 479-3339

Department of Motor Vehicles, Clairemont Office (800) 777-0133 or (858) 565-6691

National Response Center (NCR) Toxic Chemical and Oil Spills (800) 424-8802

N.N. Jaeschke, Inc., Property Management Company (858) 550-7900

Neighborhood Code Compliance Dept.-Noise Abatement & Control (619) 236-5500

Poison Information Center (800) 8764766

Police Non-Emergency (619)-531-2000

Fire Rescue (619)-533-4300

**Police/Fire/Paramedics (Emergency Use Only)**

**911**

Post Office (800) 275-8777

Rape and Domestic Violence Hotline (Women's Resource Center) (760) 757-3500

Towing – Western Towing (619) 297-8697

San Diego Towing (858)-541-0729