

SOMMERSET WOODS

1401-1463 NORTH BROADWAY

MAINTENANCE

CORPORATION

Rules and Regulations and Information Handbook

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PREFACE



This handbook has been compiled by your Homeowners Association to outline the operating procedures of the Association and to provide other information about your Association's Common Area. Living in a condominium can be a happy and rewarding experience, especially in as beautiful a community as:

1401-1463 NORTH BROADWAY MAINTENANCE CORPORATION
(Sommerset Woods)

The purpose of your Association is to protect, maintain and enhance the Association's property while making condominium living a pleasant experience for everyone. The Association concept is an ingenious device for engaging able people to manage the community's 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. A planned development helps ensure that the original planning concepts and design that went into creating the community are preserved, protected, maintained and enhanced.

Each owner has received a copy of the Covenants, Conditions and Restrictions (CC&R's), Bylaws, Condominium Plan for the phase and Articles of Incorporation for the 1401-1463 North Broadway Maintenance Corporation (Sommerset Woods). These are the governing documents along with the Rules and Regulations and Architectural Review Guidelines, which are periodically updated and distributed by your Board. Please become completely familiar with these publications, since they set forth in detail, the rights, duties and obligations of each owner.

These Rules and Regulations supplement the CC&R's.

**PLEASE READ THIS INFORMATION CAREFULLY AND
BE CERTAIN THAT YOUR FAMILY, GUESTS AND TENANTS
UNDERSTAND AND OBEY
THE RULES AND REGULATIONS ENTIRELY.**

If there are any questions, or if you do not have copies of the Association's documents, please contact the Management Company in writing:

Sommerset Woods Association
c/o Menas HOA Management
7592 Metropolitan Drive, Suite 401
San Diego, CA 92108
Phone: 858-602-3470
E-Mail: info@menas.com

In order to maintain a responsible and successful community, the governing documents must be observed. They ensure the enjoyment of our community.

COMMUNITY INFORMATION

**Management****Company:****Menas HOA Management****7592 Metropolitan Drive, Suite 401****San Diego, CA 92108****Phone: 858-602-3470****After Hours Emergencies: 858-876-7870****To report Non-Emergency problems related to the Association Property****Contact Menas HOA Management in writing.****Websites: sommersetwoods.com & menas.com****E-Mail: info@menas.com****Name:****1401-1463 North Broadway Maintenance Corporation (Sommerset Woods)****Location:****North Broadway and El Norte Parkway****Escondido, California 92026****Towing:****Western Towing****(760) 738-9244****Escondido****Emergency from a Landline 911****Police:****Emergency from a Cell phone (760) 839-9111****Non-Emergency number (760) 839-4722****Graffiti Hotline (760) 839-4633****Abandoned Vehicle number (760) 830-4755****Animal Control:****Emergencies (760) 438-1460****General Information (760) 746-7307**

GENERAL INFORMATION

The purpose of your Homeowners Association is to operate and maintain the project and assets of the Association for the mutual benefit of all homeowners. Your cooperation is essential in order to accomplish these purposes, and common sense and consideration for your neighbors are the keys to its success.

Each homeowner is a member of the 1401-1463 NORTH BROADWAY MAINTENANCE CORPORATION (Sommerset Woods), and owner participation is both necessary and encouraged. Residential responsibility, cooperation and action has many rewards.

One is that the community continues to be a showcase long after all the units are sold, because the quality of the community is preserved, maintained and enhanced. The Homeowners Association is governed by a Board of Directors, which meets regularly to make decisions pertaining to Common Area matters.

Common Areas within the community include all space not designated as an individual unit and include such areas as common landscaping, walkways, driveways, lighting, fences, walls, spa, pool, recreation room and entry monument. The responsibility of the Board is to protect, maintain and enhance all Common Area property.

COMMON AREA PROBLEMS

To report problems related to the Association's Common Area (such as landscaping, structures, etc.) contact:

Sommerset Woods Association
c/o Menas HOA Management
7592 Metropolitan Drive, Suite 401
San Diego, CA 92108
Phone: 858-602-3470
E-Mail: info@menas.com

• ANNUAL MEETINGS

The Annual Meeting of the homeowners shall be held within thirty (30) days of the anniversary date of the first meeting.

PLEASE PLAN TO ATTEND THE ANNUAL MEETING OF MEMBERS or SUBMIT YOUR PROXY.

The voting Proxy and notice of date, time and location of Annual Meetings of homeowners will be mailed to all homeowners of record prior to the meeting. In order to establish a quorum so that business can be conducted, it is imperative that the homeowners either attend in person or submit their Proxy.

• REGULAR BOARD MEETINGS

Meetings of the Board are held as the Board determines, however, not less than every six months.

Consultants have been employed to guide and assist the Board in fulfilling their responsibilities. Consultants are generally employed in the following areas:

- Legal
- Finance
- Insurance
- Building Maintenance
- Landscape Maintenance

During certain months of the year, each of the consultants will meet with the Board to review a particular topic to ensure that all Directors have a clear understanding of what needs to be done, and to ensure that the Association is operating well.

Homeowners will be notified of the date, time and location of all meetings of the Board and homeowners are encouraged to attend. With the exception of Executive Sessions, Regular and Special Meetings of the Board are open for observation to all homeowners. Homeowners who are not on the Board, however, may not participate in any deliberation or discussion unless so authorized by a majority of a quorum of the Board.

Homeowners may request the Board address a specific topic at their next meeting by submitting a letter to the Board requesting their item of discussion be placed on the Agenda. The nature of all business to be considered in Executive Session shall first be announced in open session.

- **FINANCIAL AUDITS**

An independent financial audit is prepared at the end of each fiscal year and is mailed to the homeowners of record upon completion.

- **INSURANCE INFORMATION**

The Association complies with the Davis-Stirling Common Interest Development Act regarding the types of insurance it carries and will notice all owners regarding insurance coverage. All members will receive written notice of insurance coverage annually or if the Association's insurance coverage changes.

The Association carries property, general liability, and Directors and Officers liability insurance. Any Association member may upon request and payment of duplication charges obtain copies of those policies. Association members should consult with their individual insurance broker for appropriate additional coverage.

Association insurance covers the buildings, including interior walls, cabinets, and fixtures located within the Residential units. Homeowners are solely responsible for insuring any improvements or upgrades within their unit, including floor and wall coverings, personal belongings, contents, and personal liability.

ASSESSMENT PAYMENTS AND 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 Association receives a small amount of interest income, and occasional income from other sources, but it is nominal). If assessment payments are not made, the Association cannot function.

The assessments that you pay are not actually "income" to the Association. Instead, this money is essentially held in trust to maintain the project on your behalf. While the Board of Directors has some discretion regarding Association funds, use of the funds is primarily regulated by law. Basically, 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 such as painting, the funds are available. The Association has a professional consultant who reviews the reserves annually and makes recommendations for adjustments for inflation and other changes in costs. The Board of Directors may increase the Assessment amounts or levy a Special Assessment in accordance with the CC&R's.

Because assessments are so important, and since failure by any one owner to pay assessments is essentially 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. You cannot avoid assessments by abandonment of the Condominium or by an offer to waive use of the Common Area. (See the CC&R's page 30.) If you anticipate a delay in any assessment payment, notify the Association in advance by calling the Management Company. In addition, delinquent owners will be required to pay all costs of collection, including attorney fees.

• DELINQUENCY POLICY REGARDING PAYMENT OF ASSESSMENTS

The following statement describes the Association's policies and practices in enforcing lien rights and other penalties for default in assessment payments as required by Civil Code Section 1365.D.

- **THE ASSOCIATION WILL SEND WRITTEN NOTICE WHEN ASSESSMENTS ARE DUE.**
 - **IT IS THE ASSOCIATION'S STRICT POLICY TO RECOVER ALL COSTS OF COLLECTION FROM THE DELINQUENT OWNER.**
1. 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.
 2. Regular and special assessments are delinquent if 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 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 12% per annum. The Association will not accept any tender of a partial payment of an installment of an assessment.
 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 enforce the judgment to collect the past dues 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(D)) 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.
 6. Payments received on delinquent assessments will be applied to the owner's account as covered by law and Association policy.
 7. 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, at the following address:

Sommerset Woods Association
c/o Menas HOA Management
7592 Metropolitan Drive, Suite 401
San Diego, CA 92108
Phone: 858-602-3470
E-Mail: info@menas.com

- **FIRE EMERGENCY EQUIPMENT**

Upon taking occupancy, YOU should set aside time to walk around and familiarize yourself with your condominium, the buildings and the community features. This will enable you to become more informed about the emergency equipment, gas, water, electrical devices and shut offs.

- Upon move-in and periodically thereafter, you should test your smoke detector to make certain it is in proper working order.

DEFINITIONS FROM CC&R's

- **COMMON AREA**

Common Area shall mean the entire Property, except for the interior of the Unit. Examples of Common Areas are: Walkways, Doorways, Landscaping, Clubhouse, Pool, Spa, Tree House, Parking Areas, Roof tops, Easements, etc.

- **EXCLUSIVE USE COMMON AREA**

Exclusive Use Common Area consist of the following: Balcony, Terrace, Garage, Yard and internal and external telephone wiring to serve a single Unit, but located outside the boundaries of that Unit. Each Exclusive Use Common Area is assigned to each Living Unit along with the Exclusive Use Common Area Parking Space.

- **SINGLE FAMILY**

Family shall mean one or more natural persons related to each other by blood, marriage or adoption, or one or more natural persons not all so related, but who maintain a common household in a Residence.

- **MEMBER & MEMBERSHIP**

Member shall be any person holding a membership in the Association, as provided in the CC&R's. Membership shall mean the property, voting and other rights and privileges of Members.

- **ASSESSMENTS**

Each Owner has agreed to pay on time to the Association all regular and special assessments levied by the Association for the maintenance, repair, operation and improvement of the Association Property.

- **REPAIR AND MAINTENANCE BY OWNER**

It shall be the duty of each Owner, at his sole expense, to keep the Exclusive Use Common Area free from debris and reasonably protected against damage. Each Owner is responsible for all maintenance and repair of any internal or external telephone wiring designed to serve only his Unit. Owners are responsible for maintaining those portions of any heating and cooling equipment and other utilities, which exclusively serve his Unit. Contractors must be licensed air conditioning technicians and have access to the Common Area roof to service the air conditioning unit, which serves each Owner's Unit.

- **TENANTS**

Owners give up all rights to any Common Areas to their Tenants. Tenants must follow all Rules and Regulations set by the Board and Governing Documents.

- **DAMAGE BY MEMBER, TENANT OR THEIR GUESTS**

By California law, each Member shall be liable to the Association for any damage to the Common Area.

- **MAINTENANCE STANDARDS**

The Association shall not be responsible for or obligated to perform those items of maintenance, repair or improvement of the Unit or Exclusive Use Common Area, the maintenance of which is the responsibility of the owners.

GENERAL RULES AND REGULATIONS

- **INTRODUCTION**

The information contained herein is issued by the Board as authorized by the governing documents of the Homeowners Association. This is a *supplement* to the CC&R's and Bylaws. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the CC&R's and Bylaws shall prevail.

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

The community property falls under the jurisdiction of the City of Escondido and all Ordinances and Codes apply. Each unit shall be used as a residence for a single family and no other purpose. No part of the property should be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes. The provisions of the CC&R's do not preclude the above-described activities, so long as;

a) activities are conducted in conformance with all applicable governmental ordinances, (b) the patrons or clientele do not visit the unit or park automobiles or other vehicles within the property, (c) the existence or operation is not apparent or detectable by sight, sound or smell from the outside of the boundaries of the unit, (d) no such activity increases the liability or casualty insurance obligation or premium of the Association, (e) activities are consistent with the residential character of the Property and (f) is otherwise authorized by such California statutory or common law that may take precedence over City requirements and the CC&R's.

- **CHANGES IN RULES AND REGULATIONS**

The Board may, in accordance with the Bylaws, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order within the community, for its care and cleanliness, and for the protection of the community's reputation. When notice of any such alteration, amendment, revocation or addition is given to any owner or resident it shall have the same force and effect as if originally made a part of the Rules and Regulations.

Homeowners, including absentee homeowners, are responsible for ensuring their tenants and guests abide by these Rules and Regulations.

HOMEOWNERS MUST PROVIDE A COPY OF THESE RULES AND REGULATIONS TO THEIR TENANTS.
(Additional copies are available from the Management Company.)

- **OWNER COMPLIANCE**

Each owner, tenant or occupant of a condominium shall comply with the provisions of the CC&R's, the Bylaws, the Rules and Regulations, decisions and resolutions of the Association as lawfully amended from time to time. Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover damages for sums due or for injunctive relief.

- **VIOLATIONS OF THE RULES AND REGULATIONS**

It is the right and duty of each resident to report violations, in writing, to the Board via the Property Management Company. The Management Company following the policies established by the Board will bring indications of or actual violations to the attention of the owner and resident in writing. For failure to correct the violation, the owner could be subject to a special assessment. Further failure to correct the violation may cause legal action to be taken. All expenses incurred by the Association to correct the violation will be the responsibility of the owner and they will be billed.

Please read these Rules and Regulations carefully. If you unknowingly break any rule, and the Property Manager or Director brings it to your attention, please respect their wishes, as they are acting on behalf of the Association. Please contact the Management Company if you have any further questions.

NOTE: A violation is defined as an act in conflict with the CC&Rs, By-Laws, Rules and Regulations, and Architectural Guidelines of the Association.

ENFORCEMENT OF RULES

One of the primary functions of the Association is to ensure that all owners and tenants observe the policies and procedures set forth in the Governing Documents, including these Rules and Regulations. The objective of enforcement of the Rules and Regulations is to preserve the value of the project, as well as to ensure that owners and tenants are treated fairly, and that everyone knows the enforcement procedure.

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, 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 be easily 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.

THE BOARD SHALL HAVE THE SOLE AUTHORITY TO ENFORCE THE RULES AND REGULATIONS, INCLUDING THE COLLECTION OF LEGAL FEES FOR ENFORCEMENT OF VIOLATION OF THESE RULES AND REGULATIONS. ONLY THE BOARD CAN RESCIND LEGAL FEES OR DIRECT THAT LEGAL FEES NOT BE IMPOSED.

- **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.

1. If you are thought to be in violation of the Rules of the Association, the Board of Directors will send you a courtesy notice notifying you of the violation, and asking you to correct the problem.
2. 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.
3. 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, which you will be required to pay.
4. For any activity or condition which the Association considers to be a threat to the health 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 your rights. The following procedural safeguards will be utilized, as applicable, before penalties are to be levied by the Association.
 - (a) Before disciplinary action is taken 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).
 - (b) 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.
 - (c) 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, and will reply to you in writing.

ALTERNATIVE DISPUTE RESOLUTION

1. In the event 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&R's, 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.
2. 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.
3. If you have any questions regarding this policy, you should contact the Association at the following address:

Sommerset Woods Association
c/o Menas HOA Management
7592 Metropolitan Drive, Suite 401
San Diego, CA 92108
Phone: 858-602-3470
E-Mail: info@menas.com

OWNER RESPONSIBILITIES



Each Owner shall maintain, repair, replace, paint, paper, plaster, tile, finish and restore or cause to be maintained all portions of the unit, as well as the windows, light fixtures actuated from switches controlled from, or separately metered to the unit, and the interior surfaces of walls, ceilings, floors, and permanent fixtures, in a clean, sanitary and attractive condition. However, no bearing walls, ceilings, floors or other structural or utility bearing portions of the building housing the units should be pierced or otherwise altered or repaired, without the prior written approval of the plans by the Architectural Committee.

It is the duty of each Owner, at his sole expense, to keep the Exclusive Use Common Area over which an exclusive easement has been reserved for the benefit of the Owner, free from debris and reasonably protected against damage, subject to the approval of the Architectural Committee.

No Owner should be responsible for the periodic structural repair, resurfacing, sealing, caulking, replacement or painting of the assigned Exclusive Use Area, so long as the need for the repair or replacement is not caused by the willful or negligent acts of the Owner or his family, tenants or guests.

The Owner is responsible for all maintenance and repair of any internal or external telephone wiring wherever located which is designed to serve only his unit, and is entitled to reasonable access over the Common Area for these purposes, subject to reasonable limitations imposed by the Association.

It is the duty of each Owner to pay when due all charges for any utility service, which is separately metered, to his unit.

If the Board does not adopt an inspection and preventive program with regard to wood destroying pests and other organisms, a program shall be the responsibility of each Owner.

Subject to approval of the Architectural Committee, each Owner is responsible for maintaining the portions of heating and cooling equipment and other utilities which are located within or that exclusively serve his unit.

Each Owner is responsible for maintaining and repairing the air conditioning pad, which supports or will support the air conditioning compressor serving the unit.

No part of the property shall ever be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes.

COMMON AREA



The term "Common Area" as used in this section shall mean the portion of the Common Area, which is the responsibility of the Association to maintain. Examples of Common Areas are: Doorways, Clubhouse, Parking Areas, and Rooftops.

Except as otherwise provided in the CC&R's, the Common Area shall be improved and used only for the following purposes:

1. Vehicular passage, emergency parking, and pedestrian movement within the Project, including access to the Units. Temporary parking which blocks the roadway is Prohibited except during moving in/out of Units. See CC&R for permitted vehicles. No "wheeled" toys (Bicycles, Skateboards, Scooters, etc.) are allowed in the Common Areas.
2. Recreational use by the Owners and Occupants of a Unit and their guests, subject to regulations adopted by the Directors. No playing in the roadway. No littering, loitering or drinking in any open Common Areas.

3. Parking of automotive passenger vehicles in areas provided is designated as garage parking and one assigned parking space. The eight (8) Guest parking spaces are first come, first serve parking. The Board has the authorization to tow from the Guest parking spaces and impose fines for parking violations. See section on Parking for all rules.
4. Owners are responsible for any damages or destruction of Common Areas.
5. No part of the Common Area shall be obstructed so as to interfere with its use for the purposes permitted. No sports apparatus or toys are to be in the Common Areas.
6. No part of the Common Area shall be used for storage purposes without the prior written approval of the Board.
7. No personal property (i.e. shoes, clothing, water bottles, furniture, etc.) may be left or stored in the Common Area outside of any residence. Potted plants outside entrance doors are acceptable provided they are attractive, in attractive containers that are compatible with 1401-1463 North Broadway (Sommerset Woods) architecture and color palate, in limited numbers, in scale with the space and well maintained. Plants shall not obstruct pedestrian sidewalk traffic. Plants will be reviewed by the Architecture Committee and the owner will be notified if not within compliance.
8. No part of the Common Area shall be used for any purpose or in any manner which shall cause any structure in the Project to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California Standard Fire Policy form or cause any policy or policies representing such insurance to be canceled or suspended or the company issuing the same to refuse renewal or which would result in any increase of the Association's insurance premiums. Satellite dishes cannot be attached to any structural building, which voids the warranty of the structure.
9. The Association reserves the right and easement to enter onto the Common Area for purposes of inspecting and documenting the level of maintenance and physical condition of the Common Area.
10. Common Area equipment, i.e., security systems, watering systems, etc., are to be adjusted and set by authorized personnel only, to avoid breakage.
11. Nothing in the Common Area, which is the maintenance responsibility of the Association, shall be altered, constructed or removed, except upon prior written consent of the Board.
12. Each Owner is legally liable to the Association for any damages to the Common Expense Area or any improvements that may be sustained by reasons of the negligence of the Owner or Guests. No alterations to exterior walls are allowed.
13. 1401-1463 NORTH BROADWAY MAINTENANCE CORPORATION (Sommerset Woods) is not responsible for any items lost stolen or damaged in the Common Area.

"EXCLUSIVE-USE" COMMON AREA

Each Owner is entitled to use any "Exclusive-Use" Area adjacent to the Owner's Unit for usual and ordinary purpose for which such area was designed. The right to use an "Exclusive-Use" Common Area should be exercisable only by the Occupant or Owner's invitees. Conveyance of a Unit includes the conveyance of all "Exclusive-Use" Common Area. No "Exclusive-Use" Common Area or rights can be transferred or conveyed apart for the Unit. Except as provided in this section, **NO Owner has the right to paint, decorate, remodel or alter any "Exclusive-Use" Common Area or any other part of the Common Area without the prior written consent of the Architectural Committee.**

USE OF AND PROHIBITED USE OF "EXCLUSIVE-USE" COMMON AREA

Each Owner is entitled to the Patio, Balcony "Exclusive-Use" Common Area, if any, which is adjacent to the Owner's Unit for patio and/or balcony purposes. Bicycles may not be placed on a balcony. Balconies may not be used for storage of any kind.

1. Local fire code prohibits open flame within ten (10') feet of a structure; insurance regulations prohibit use of and storage of personal barbeque devices of any kind on patios or balconies with a wooden overhang.
2. Spas (e.g. Jacuzzis) shall not be placed or used on any "Exclusive-Use" Common Areas.
3. Draping of towels, carpets, laundry, plants or other articles over the railings or walls is not allowed. Should plants be placed on a balcony or patio, the Owner must take adequate steps to capture water from the plants and to prevent damage. No clotheslines of any sorts are to be constructed in any "Exclusive-Use" Common Areas.
4. No items of any type (including potted plants) may be placed top of any fence or railing or be allowed to grow on the exterior of a railing, fence, wall, or portions of the Building. Each Owner is responsible to pay for any repairs caused by placing landscaping (including potted plants) in the Exclusive Use Area.
5. Satellite Dishes are permitted on a stand only in the "Exclusive-Use" yard only. The Dish may not be visible above the fence line and only one wire from the dish to the home is allowed. The splitting of the line must be done in the interior of the Unit.
6. No alterations to exterior walls allowed. Wiring, antennas, flagpoles, etc. are prohibited on the exterior of the Unit or protruding from the walls, roof, windows or doors.
7. No window or wall air conditioning units or fans are permitted. Roof air conditioning units are not to be visible from any portion of the Property or any other property in the vicinity of the Project.
8. Pet access doors are NOT allowed to be cut into the garage doors or any building structures.
9. Seasonal decorations and lighting are only allowed in the interior of your Unit. Holiday decorations shall not be put up more than three (3) weeks prior to the holiday and shall be removed no later than one (1) week after the holiday.
10. Wind chimes may be used in a manner that does not disturb or annoy other residents; however, the Common Area or "Exclusive-Use" Area is not to be damaged by installation. A limit of one wind chime per house with a size limit of two (2) feet. Birdfeeders may not be used due to the messy, unsightly litter and attracts rodents.
11. Lawn furniture umbrellas on patios must blend with the earth tones of 1401-1463 North Broadway (Sommerset Woods) and should be of a solid color. The umbrella cannot be more than 1 foot above the fence line or obstruct the view of other homeowners. Shade umbrellas, ornamental screens, bamboo, or any other type of materials may not be used on the balconies.
12. No item can be placed in the yard that will be seen above the fence line, with the exception of lawn umbrellas listed above at no more than one (1) foot above the fence line.
13. No sports apparatus is to be constructed in the "Exclusive-Use" Areas/yards.
14. Owners may submit a request to install a gate in the fence to the Architectural Committee. The gate must be approved and installed by a professional at the Owners expense. The gate must swing into the yard.
15. Owners may submit a request to install a Security Door on the front of the Unit to the Architectural Committee. The Security Door has to be an Architectural approved door and installed by a professional at the Owners expense. Doors must be maintained and the Owner will be responsible for the replacement of the door if the Architectural Committee finds the appearance to be no longer aesthetically pleasing with the building.

16. Owners may submit a request to install a Peephole in the front door of the Unit to the Architectural Committee. The Peephole has to be Architectural approved and installed by a professional at the Owners expense.
17. "Exclusive-Use" Areas/yards are to be maintained by the Owner at their expense. Any alterations of the "Exclusive Use" Areas must be submitted to the Architectural Committee for approval prior to doing the alterations.
18. Each Owner has the right to use such Owner's Garage "Exclusive-Use" Area. Owners are prohibited from working on vehicles or washing vehicles in the garage or on the Property.
19. The Architectural Committee has the right to restrict or prohibit any items from being placed on a patio/balcony which are within view of other Owners and/or which the Architectural Committee deems to be unattractive or a nuisance.
20. The Association reserves the right and easement to enter into the "Exclusive-Use" Common Area (patios and balconies) for purpose of inspecting the condition of these areas and performing maintenance or repair to building and structures.
21. Each Owner assumes all risks, which may result from Improvements such Owner makes to his or her "Exclusive-Use" Area.

• USE OF LIVING UNITS

Each living unit shall be improved, used and occupied for Single-Family residential use. No business, commercial, manufacturing, mercantile, vending, occupation, profession, trade or other non-residential use shall be conducted within the Project. This does not preclude professional and administrative occupations without external evidence, as long as occupations are in conformance with all applicable regulations and are merely incidental to the use of the Unit as a residence, and as long as it does not interfere with other Owners use and enjoyment of their Units.

• DESTRUCTION OF PROPERTY - HOMEOWNERS LIABILITY

1. The Owner of each Unit shall reimburse the Association for all damages to the Common Area or to any improvements (including but not limited to buildings, recreation facilities and landscaping) or to any wall or fence adjacent to the Common Area caused by such Owner, their guest or any occupant of the Owner's Unit.
2. Each owner shall be responsible for the actions of their tenants, guests, lessees and all occupants of the condominium, for compliance with the provisions of the CC&R's, Articles, Bylaws and Rules and Regulations of the Board.

ENVIRONMENTAL CONTROL



1. Please be considerate of those living close to you and keep noise levels as low as possible. Excessive noise making, running, horseplay, etc. are prohibited. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Residence and its contents, should be placed or used in any Residence.
2. No noxious or offensive activities should be carried on upon the property or any public street abutting or visible from the property.

3. It is the responsibility of residents to see that their household members or guests do not unnecessarily disturb other residents. Common Areas are not to be used for skating, skateboarding, bicycling or games in general or activities (as determined by the Board) that generate noise that can easily be heard within residences. Non-obtrusive commercial services, such as carpet cleaning or carpet laying, may be performed from 8:30 a.m. to 5:00 p.m. during weekdays and from 9:00 a.m. to 5:00 p.m. on Saturday. Loud commercial and/or construction services may be performed from 8:30 a.m. to 5:00 p.m. during weekdays and from 9:00 a.m. to 5:00 p.m. on Saturday.
4. Radios, stereos, televisions, musical instruments, party activities, repeated false alarms from car alarms and other noise sources must be restricted at all times to a level that is not disturbing to other residents, as determined by the Board. Any activity, which constitutes disturbing the peace or creating a public nuisance, as determined by the Board, is prohibited.
5. It is the responsibility of PARENTS to see that their children do not unnecessarily disturb other residents. Owners are responsible for any damage caused or incurred by their children and/or guest. This includes damage to any of the facilities.
6. No clothing, household fabrics or other unsightly articles shall be hung, dried or aired on any portion of the property, including the interior of any Residence, so as to be visible from other residences, Common Area or public areas.
7. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed for such purposes.
8. No person(s) shall discharge into the Association's sewer system or storm drain any toxic or noxious matter as to be detrimental to or endanger the public's health, safety or welfare. The owner or resident is liable under state and federal law for clean-up or for damage to neighboring property as a result of such activity.
9. No odorous matter shall be emitted upon or about the community in such quantity as to be readily detectable outside the boundaries of the space within which such odor was generated.
10. Residents shall not use balconies or windows to enter or exit their condominium, except in emergencies.
11. No signs or other advertising devices whatsoever, including without limitations, commercial, political and similar signs, shall be erected on the Property except:
 - (a) Such signs as may be required by legal proceedings;
 - (b) Not more than one "For Sale" or "For Rent" sign per Residential Unit of reasonable dimensions set by the By-Laws;
 - (c) ALL SIGNS MUST CONFORM TO THE REQUIREMENTS OF ALL APPLICABLE GOVERNMENTAL ORDINANCES AND DOCUMENTS. (See CC&R's pages 49 & 105.)
12. No power equipment (other than "hand-held" power tools) or other similar apparatus may be used in the Project, except with the prior written permission of the Board, who, in deciding when to grant such approval, consideration is given to the effect of noise, air pollution, dirt or grease, fire hazard, interference with radio, television, and/or computer receptions and similar objections. The use of any power equipment authorized by the Board may only be conducted between the hours of 8:00 a.m. and 5:00 p.m., except in the case of an Emergency.
13. Noisy or smoky vehicles, large power equipment and large power tools, off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Project, and objects which create or emit loud noises or noxious odors, should not be located, used or placed on any portion of the property or on any public street abutting or visible from the property, or exposed to the view of other Owners without the prior written approval of the Architectural Committee.
14. No wearing apparel, garments, linens, towels, laundry or like, or equipment shall be kept or maintained on a patio or balcony.

RENTAL AND LEASE REQUIREMENTS

1. Each owner shall have the right to lease or rent the Owners entire Condominium (but not a portion thereof), provided that all such leases or rentals must be in writing. No lease will allow the tenant to forfeit the use of the Exclusive Use Common Area. Owners forfeit their rights to Common Areas to their tenants.
2. The lease must be in writing, for a term of at least thirty (30) days and a copy needs to be provided to the Association.
3. No lease shall relieve the owner from the obligation to pay assessments in accordance with the CC&R's. Owners are responsible for the proper repair and maintenance of their Unit including landscaping even though that responsibility may have been delegated to the tenant.
4. All leases should be subject in all respects to the provision of the CC&R's, the Bylaws and the Rules and Regulations of the Board, and failure to comply with the provisions of these documents shall be a default under the lease. It is the responsibility of each owner to provide tenants with copies of the 1401-1463 North Broadway Maintenance Corporation Rules and Regulations and Information Handbook, CC&R's and Bylaws, and to counsel tenants regarding compliance to these documents. The owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of these regulations pursuant to the occupancy and use of the condominium.
5. Homeowners are held responsible for the actions and behavior of their tenants and guests and are financially liable for damage to the Common Area and equipment, and for violations of the Rules and Regulations.

GARBAGE AND REFUSE DISPOSAL

Trash pick-up schedule: Weekly on Monday and Thursday by Escondido Disposal.

1. Please remember to secure your bags when disposing of them in the trash receptacles. In the event of damage to bags in the disposal process, **Residents are responsible for the cleaning up of their own trash spilled on the Common Area and disposing of it in the proper receptacles.** If a receptacle is full, please deposit trash in another one.
2. No objects or materials of any kind shall be placed or permitted to accumulate upon any Condominium, which will render such portion unsanitary, unsightly, offensive, omit any odor or detrimental to any other Condominium in the vicinity thereof or its occupants.
3. Oversized items should not be left in the Common Area. These items are the resident's sole responsibility to remove from the premises and dispose of at their discretion. Furniture shall not be put in dumpster areas.

HOMEOWNERS WILL BE ASSESSED FOR NECESSARY CLEAN-UP SERVICES PROVIDED BY THE ASSOCIATION.

For additional information on Recycling and Household Hazardous Waste Disposal please contact Escondido Disposal at (760) 745-3203 - <http://www.escondidodisposal.com>

SWIMMING POOL & SPA



The recreational areas are primarily for the use and enjoyment of the residents. The use of these facilities by a guest is a privilege. The homeowners are held responsible, both financially and personally, for any damage or misconduct attributable to their tenants and guests. Homeowners transfer all rights to use of recreational facilities when tenants occupy their units.

- THE ASSOCIATION DOES NOT PROVIDE ANY TYPE OF LIFEGUARD OR SUPERVISORY SERVICE.
- ANYONE USING THE RECREATIONAL FACILITIES SHALL DO SO AT THEIR OWN RISK AND RESPONSIBILITY.
- THE ASSOCIATION DOES NOT ASSUME ANY LIABILITY IN THIS REGARD.
- LIFE SAVING EQUIPMENT IS FOR EMERGENCY USE ONLY.
- INJURIES ARE NOT THE RESPONSIBILITY OF THE ASSOCIATION.

1. Pool/Spa hours are:

8:00am - 10:00pm - Daily

(Hours are subject to change at the discretion of Board.)

2. Guests must be accompanied by a resident at all times when using the facilities.
3. Children under the age of 18 must be under the direct supervision of a designated responsible adult (18 years of age or older) when using the pool and pool area. Larger parties of children may require additional adult supervision. No children under the age of 18 are permitted in the spa at any time.
4. General rules of good conduct should be observed at all times. Unsafe or offensive conduct is prohibited, including running, pushing, cannonballing, splashing or boisterous behavior in the pool area. Voices should be kept at a minimum level. This is especially important during late evening and early morning hours.
5. NO RADIOS shall be used in the Pool/Spa area. Personal radios used with headphones will be permitted around the pool.
6. No glass of any kind will be permitted within the pool/spa confines. Plates, drinking glasses or other such items must be unbreakable. This includes lotion bottles or drinking tumblers. Anyone seen with glass will be asked to remove the glass and/or leave the area.
7. Any and all trash or waste is to be deposited in the receptacles provided. Please dispose of all waste items appropriately.
8. Usual and customary swimming attire is required. Cut-offs or blue jeans do not meet this requirement. Street clothing will not be permitted in the Pool or Spa.
9. It is important to maintain the proper chemical and pH balance in the facilities. THEREFORE, NO UN-POTTY TRAINED OR INCONTINENT PEOPLE ARE PERMITTED IN THE POOL WITHOUT WATERPROOF PANTS. Regular disposable diapers, cloth diapers, nudity, etc. are not proper swimwear for infants and toddlers.
10. Individuals or groups must NOT occupy the pool or adjoining areas to the effective exclusion of others. Residents may not reserve the pool or the spa.

11. Because of the danger it presents to the equipment, no Styrofoam object, inflatable toys, body/boogie boards, floating chairs/bars, sports equipment, hairpins or clips are to be used or worn in the pool and spa. Swimming aids are allowed for small children as flotation devices.
12. Towels, clothing, etc. must be removed from the pool area when exiting. All areas used must be clean from trash and undamaged.
13. Replacement keys are \$50 (regular keys) or \$100 (Medeco keys) and can be obtained from the Management Company. Keys may not be duplicated or loaned to friends.
14. Persons with open wounds, skin disease, sore or inflamed eyes, nasal or ear discharges, or any communicable disease are not permitted in the pool.
15. Throwing non-floating items, such as rocks, marbles, coins and the like into the pool is prohibited.
16. Animals are not allowed in the pool area at any time, except Seeing Eye dogs, personal service dogs, or other such trained animals.
17. Babies and incontinent persons are required to wear leak-proof plastic pants before entering the pool or Jacuzzi.
18. No DIVING into the pool or spa is permitted.
19. Persons using suntan lotion may not enter the pool unless they remove any excess lotion.
20. Adjustment of any control regulating the pool, lights or other common service is **PROHIBITED**. Upon arrival of the pool maintenance crew, those present are asked to temporarily vacate the pool area until cleaning is completed.
21. 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 for the draining, cleaning, refilling and other costs incurred due to pool damage.
22. Pool furniture is to be used on the decks around the pool. Please do not remove the furniture from the area. Do not throw furniture into the pool.
23. No alcoholic beverages are allowed in the pool or spa areas.
24. Each resident is permitted to bring two (2) guests with a maximum of ten (10) total guests per unit in the pool. If the pool becomes to full, homeowners have the right to the pool over guests, so guests may be asked to leave the pool.
25. No throwing of any objects in the facility areas. This includes, but is not limited to balls and Frisbees.
26. All posted regulations must be obeyed. Anyone not abiding by the above rules may be asked to leave the pool area by any member or the Property Management Company.

WARNING: Spa time exceeding fifteen (15) minutes could be hazardous to your health.

SMOKING AND DRINKING IS PROHIBITED IN THE POOL/SPA.

The Associations does not employ a lifeguard or supervisory service. Anyone using the Pool or Spa SHALL DO SO AT YOUR OWN RISK AND RESPONSIBILITY.

The Association does not assume any liability in this regard.

CLUBHOUSE RENTAL ONLY



The Clubhouse is for use of 1401-1463 North Broadway Maintenance Corporation (Sommerset Woods) residents only. Be courteous and respectful of the condition in which you leave it. You are responsible for your guests and their actions. All applicable State, County and Local Laws and Ordinances must be obeyed.

Clubhouse hours are:

Sunday - Thursday	8:00 A.M. - 10:00 P.M.
Friday - Saturday	8:00 A.M. - 10:00 P.M.

SMOKING IS PROHIBITED IN THE CLUBHOUSE.
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1. Any person under the age of 18 must be under the direct supervision of a designated responsible adult (18 years of age or older) when using the Clubhouse. Larger parties of children may require additional adult supervision.
2. The contents and furnishings of the Clubhouse are Common Area property, so please take care of all the equipment and report any damage or breakage to the Management Company.
3. No persons under the age of twenty-one (21) is allowed to drink in the clubhouse.
4. No pets are allowed except designated personal service dogs or other such trained animals.
5. Please keep the facilities clean. You are responsible for cleaning up the Clubhouse area after using it and leaving should leave it in good condition for the enjoyment of your fellow residents. You are responsible for clean up the childrens playroom and returning it to an orderly manner.
6. Posting of signs or notices is not permitted.
7. No general invitation parties may be given. Guests must be known to the party giver.
8. If music is included in the party's plan, it must not create a nuisance to any residents.
9. The Clubhouse may not be used for any commercial, religious or partisan political activities. Gambling or other illegal activities are not permitted.
10. The Homeowner is held responsible for the proper conduct of his/her guests.
11. The unit owner is liable for any damage caused and is bound by the Rules and Regulations.
12. In case of continued or flagrant violations, the Board of Directors may impose monetary penalties, suspend use of the facilities and seek legal remedies in the courts at the owner's expense.
13. The pool, spa and other recreational facilities cannot be reserved for private parties at the exclusion of other member and guests.
14. The Association has the right to refuse the use of the Clubhouse for any party or gathering.
15. The thermostate is not to be changed or damaged.
16. The Clubhouse is on a first come, first serve basis, with the maximum occupancy limited to the fire code.

17. Only Registered Homeowners are able to rent the clubhouse.
18. Rental of the Clubhouse is limited to one time per month per unit.

CLUBHOUSE RESERVATION RULES

The Recreational Facilities are for the use and enjoyment of all our Homeowners only and their guests. The following Policy was instituted to permit residents to host an occasional party in the Clubhouse, while maintaining full consideration of the residents who live close by. Only one (1) rental per day will be allowed.

1. Owners who wish to use the Clubhouse for private parties must request permission from the Association's Board at least two (2) weeks in advance, giving the Board and Management Company adequate time to review and respond to the request. Requests are to be made in writing to the Management Company providing specific details about the party, and completing and signing the legal "Agreement for Use of Clubhouse Facilities for Private Party" which will be provided by the Management Company.
2. The renting Homeowner will have to schedule a pre-use and a post-use walk-through with the Management company. At which time Pre/Post-use inventor and conditions forms will be completed.
3. Hours: Events must end by 10:00 P.M. The renting Homeowner must be present at all times in the Clubhouse.
4. Music and conversation must be kept to a level that does not disturb the neighboring units. It is the hosting resident's responsibility to make sure the party remains under control at all times.
5. Regular Pool and Spa Rules apply, *including no glass bottles or other glass containers are permitted in the pool & patio area*, no barbeques are permitted in the pool/spa area or at the Clubhouse. Decorations, such as balloons and table arrangements, and use of additional tables and chairs are permitted. **REMINDER: The pool/spa/fitness room are not part of the rental agreement.**
6. Exclusive use of the pool, spa and fitness facilities for the party is **NOT PERMITTED**. During the time of the party, other residents must have full access to the pool, spa and fitness facilities.
7. Parking for party guests: Your guests may use any of the Guest parking spaces in the complex. These spaces are limited, so if you're expecting a lot of guests, please encourage them to use any available street parking.
8. You are responsible for cleaning up the Clubhouse, pool and spa area after your party and leaving it in good condition for the enjoyment of your fellow residents. This includes vacuuming, mopping, and wiping down countertops and tables in the Clubhouse. Homeowners must supply their own cleaning supplies. Clean up must be completed by 9:00 A.M. on the following day. Overflowing trash cans with food and beverage encourages ants and other pests, so we ask that you bring your own trash bags, bag and tie all trash, and place the trash in the appropriate dumpster area.
9. A \$50.00 rental fee and a \$200.00 security deposit is required upon approval of the party. The deposit is fully refundable, unless it is necessary to pay for cleaning services or some type of damage occurs (including spills or stains to the furniture or carpet), necessitating repairs or replacement. Charges for additional damages will be assessed to the owners unit. Should damage to common areas result from such use, a lien may also be imposed, should it become necessary to reimburse Association for repairs of damage to the common area.
10. Alcohol: Alcohol is permitted for persons over the age of 21. A bartender may serve alcoholic beverages, but you may not charge guests for the beverages.

11. **Insurance Coverage:** The Owner/Tenant must provide a copy of their Owner's Insurance Declarations page reflecting a \$300,000 minimum Liability coverage amount that includes an "Additional Insured" endorsement for the temporary Clubhouse use.
12. The maximum number of guest shall not exceed 40 people. Any complaints about the party will require the Homeowner to appear before the Board. Penalties may involve restrictions from using the recreational facilities.

SOMMERSET WOODS HOMEOWNERS ASSOCIATION CLUBHOUSE RENTAL CHECKLIST

MAIN ROOM

Furniture:	all food debris removed, stains removed, NOT Broken
Carpet:	swept and stains removed
Floors:	swept and all dirt/debris/stains removed
Windows/Door:	any obvious streaks or stains removed, doors LOCKED
Trash:	disposed of in dumpsters
Air Conditioner/Heat:	returned to a setting of 78 in the summer and 65 in the winter.
Lights:	all lights OFF
TV/Stereo:	volume low and unit turned off

KITCHEN

Furniture:	all food debris removed, stains removed, NOT Broken
Counters:	wiped down, all stains and food removed
Sink:	clean and faucets off
Floors:	swept and all dirt/debris/stains removed
Windows/Door:	any obvious streaks or stains removed, doors LOCKED
Trash:	disposed of in dumpsters
Lights:	all lights OFF
TV/Stereo:	volume low and unit turned off

BATHROOMS

Counters:	wiped down, clean of stains/smudges
Sink:	clean and faucets off (no dirt or hair, etc)
Floors:	swept and all dirt/debris/stains removed
Toilets:	clean, seat and rim wiped off
Trash:	disposed of in dumpsters
Lights:	all lights OFF

FURNITURE

Couch:	one (1) couch in original place, clean and good condition, Not Broken
Chairs:	seven (7) total chairs in original place, clean and good condition, Not Broken
Tables/Desk:	six (6) total tables/desk in original place, clean and good condition, Not Broken
Pool Table/Poker Table:	two (2) in original place, clean and good condition, Not Broken
Pool Table Equipment:	in original place, clean and good condition, Not Broken
Decorations:	in original place, clean and good condition, Not Broken
ALL FURNITURE:	no stains, tears, scuffs, marks, structural damage or debris

FIREPLACE

Gas:	OFF and key returned
Hearth:	all food debris removed, stains removed, clean and good condition, Not Broken
Inside:	clean and good condition, Not Broken

KIDS PLAYROOM

_____ Furniture:	all food debris removed, stains removed, NOT Broken
_____ Carpet:	swept and stains removed
_____ Trash:	disposed of in dumpsters
_____ Lights:	all lights OFF
_____ Toys:	in original place, clean and good condition, Not Broken
_____ TV/Stereo:	volume low and unit turned off

FITNESS ROOM

_____ Equipment:	in original place, clean and good condition, Not Broken
_____ Carpet:	swept and stains removed
_____ Trash:	disposed of in dumpsters
_____ Lights:	all lights OFF
_____ TV/Stereo:	volume low and unit turned off
_____ Windows/Door:	any obvious streaks or stains removed, doors LOCKED

SIGNATURES OF RENTER AND MANAGEMENT TO VERIFY ALL ITEMS ARE COMPLETE:

EVENT DATE: _____

RENTERS NAME: _____

PRE-INSPECTION DATE: _____ POST-INSPECTION DATE: _____

INSPECTION COMPLETED BY: _____

DAMAGES FOUND: _____

REPAIRS TO BE COMPLETED BY: _____

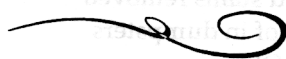
SECURITY DEPOSIT RETURNED: YES / NO DATE: _____

SIGNATURE OF RENTER: _____

SIGNATURE OF INSPECTOR: _____

This form along with the fireplace key is to be completed and returned at the end of all events.

FITNESS CENTER



Fitness Center Hours are: 5:00am - 11:00pm - Daily

1401-1463 North Broadway (Sommerset Woods) Fitness Center is for the exclusive use of its Homeowners, Residents and their Guests. Homeowners or Residents must accompany their Guests to the Fitness Center, even if the Homeowner will not be using the equipment. You may ask to see any user's identification.

1. Any person under the age of 18 must be under the direct supervision of a designated responsible adult (18 years of age or older) while in the Fitness Room. No Children under the age of 18 will be allowed to use the fitness equipment.
2. Glass containers are not permitted in the Fitness Center at any time.
3. Radios and/or cassette players are permitted. However, please be considerate of the noise level when others are working out at the same time.
4. Dropping the weights is not permitted; this could cause damage to the room and/or the equipment, is loud and can be annoying to others. Any relocation of the fitness equipment is prohibited.
5. No pets or other animals, except Seeing Eye dogs, personal service dogs, or other such trained animals, are permitted in the Fitness Center at any time.
6. Please bring a towel at all times when using the fitness equipment. For health and sanitary reasons, anyone using the fitness equipment must wipe off the equipment after each use.
7. Please try to keep the doors to the Fitness Center closed at all times. If it is necessary to open the doors, please make certain that all doors are closed and locked prior to leaving the room. Please switch off the lights when you leave the facility.
8. If there are others waiting to use the equipment, consider taking turns. Please be courteous and considerate to others while using the fitness equipment.

SMOKING AND DRINKING IS PROHIBITED IN THE FITNESS CENTER.

Playground



Playground hours are:

9:00 A.M. to Dusk Daily

1401-1463 North Broadway (Sommerset Woods) Playground is for the exclusive use of its Homeowners, Residents and their Guests. Homeowners or Residents must accompany their Guests to the Playground, even if the Homeowner will not be using the equipment. You may ask to see any user's identification.

1. Any person under the age of 12 must be under the direct supervision of a designated responsible adult (18 years of age or older) while in the Playground. No Children OVER the age of 12 or 5 feet tall will be allowed to use the Playground.
 2. Glass containers are not permitted in the Playground at any time.
 3. Radios and/or cassette players are prohibited. Please be considerate of the noise level at all times. Conversation must be kept to a level that does not disturb the neighboring units. No screaming or yelling should be done by anyone.
 4. Exclusive use of the Playground facilities for a party is **NOT PERMITTED**.
 5. No pets or other animals, except Seeing Eye dogs, personal service dogs, or other such trained animals, are permitted around or on the Playground at any time.
 6. The Playground is on a first come, first serve basis.
 7. The Homeowner is held responsible for the proper conduct of his/her guests.
 8. The unit owner is liable for any damage caused and is bound by the Rules and Regulations.
 9. You are responsible for cleaning up the Playground area after using it and leaving should leave it in good condition for the enjoyment of your fellow residents.
 10. Children are not to play in the roadways.
- THE ASSOCIATION DOES NOT PROVIDE ANY TYPE OF SUPERVISORY SERVICE.
 - ANYONE USING THE RECREATIONAL FACILITIES SHALL DO SO AT THEIR OWN RISK AND RESPONSIBILITY.
 - THE ASSOCIATION DOES NOT ASSUME ANY LIABILITY IN THIS REGARD.

SMOKING AND DRINKING IS PROHIBITED IN THE PLAYGROUND

RESPONSIBILITY FOR PETS



1. No more than two (2) usual and ordinary domestic household pets may be kept by the Owner provided they are not kept, bred or maintained for any commercial purpose and they are kept under reasonable control at all times.
2. No installation of "pet access doors" is permitted on balcony sliding doors, into garage doors, or any building structures.
3. No pets are to be left unattended on balconies without an adult owner present.
4. Pets must be restrained on a leash by a person capable of controlling their pet at all times when in the Common Area. Under no circumstances are pets allowed to run free or be tied up to any trees, stakes, any exterior building structures, or any patios or balconies of a condominium.

5. All pets kept within the Association must have a current license and name tag. Loose, unattended pets without name tags will be reported to the Animal Control Department for pickup.
6. Cats are not allowed to run loose. Residents are to control their animals within their Unit or "Exclusive-Use" yard.
7. Residents who are disturbed by any loose and/or unattended animals which threaten others, make excessive noise, and/or cause a disturbance, are urged to first contact the owner. If unsuccessful, then report such disturbance in writing, as soon as possible, to the Management Company or to the Animal Control Department, providing breed, color, time and location of occurrence and the owner's name and address, if known.
8. Pet owners are responsible for any personal injury or property damages caused by their pets, and must clean up after their pets. Damages can include, but not limited to, grass and plant damage, stucco staining, claw mark damage, etc.
9. Pets are not permitted in the recreation areas at any time, except Seeing Eye dogs, personal service dogs, or other such trained animals.
10. No dog whose prolonged barking (or other prolonged noise-producing pet) unreasonably disturbs other Owners or occupants will be permitted to remain in the project.
11. No structure for the housing or confinement of any animal shall be maintained in any "Exclusive-Use" Areas. All animals must be maintained inside of the Residential Unit as their primary living quarters.
12. An Owner may keep and maintain any number of aquarium-type fish, provided that the Owner review and consider the structural load limits and internal drainage pertaining to the unit and the proposed site of installation of an aquarium prior to filling the aquarium(s) with water.
13. The Board reserves the right to control and have removed any pet, which becomes a nuisance. The Board has the power to prohibit the keeping or maintenance of ANY animal, which, in the opinion of the Board is deemed to constitute a nuisance to any other Owner.
14. Residents who are disturbed by an animal are URGED to first contact the pets owner. If you are unsuccessful in resolving the problem, then write to the Management Company of the Association for further assistance, or contact:

Animal Control
Emergencies (760) 438-1460
General Information (760) 746-7307

VEHICLE AND PARKING REGULATIONS

Parking is very important in the 1401-1463 North Broadway Maintenance Corporation (Sommerset Woods). Each Unit is provided with garages and a marked parking space. *The garage should be used before any open space is used.* Guest parking is limited to **nine** spaces on the property.

SPEED LIMIT THROUGHOUT THE COMPLEX IS 5 MPH.

• 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. ***Authorized vehicles include:*** motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized vehicles may be parked in any portion of the property intended for parking of motorized vehicles.

Prohibited vehicles include: recreational vehicles (e.g., motorhomes, travel trailers, camper vans, boats, etc.), commercial type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step-vans, concrete trucks, etc.), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board.
5. 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.
6. Unlicensed vehicles may not be operated anywhere in the project.
7. Vehicles that are unusually loud must be operated at low engine speeds.
8. Residents should park in their garage and only use extra parking. When the number of vehicles exceeds the number of spaces that the garage or parking space was constructed to accommodate you must park the extra vehicles off the property. Owners may park NO MORE THAN TWO (2) VEHICLES ON THE PROPERTY. Garages and Parking spaces are LIMITED TO ONE VEHICLE PER SPACE. Guest parking places are limited to guests only. Violating vehicles may receive a courtesy warning and thereafter are subject to towing at the owner's expense without additional warning.
9. Frequent, routine or long-term guests and routine sleep over guests are requested to use street parking. Because unassigned parking spaces are the property of 1401-1463 North Broadway Maintenance Corporation (Sommerset Woods), complaints about parking abuses by routine guests may be dealt with as a parking or nuisance violation. A guest or visitor will be considered frequent, routine or long-term if that guest or visitor stays overnight within the Association seven(7) or more days within any month.

• PARKING REGULATIONS

1. Owners and Occupants must use their garage space first and then their parking space for parking of their authorized vehicles. Owners may park NO MORE THAN TWO (2) VEHICLES ON THE PROPERTY.
2. Vehicles shall only be parked on paved parking areas. Any vehicle parked partially or entirely on any non-paved surface or in an unauthorized or non-designated location may be towed without notice at the owner's expense.
3. No Owner or Occupant should block or impede access of fire fighting equipment to or through the driveways and fire hydrants, if any, within the Project. No Owner or Occupant shall block or impede the driveway areas at ANYTIME. This includes pulling up behind garages. Parking violations will be towed immediately at the owners expense.
4. Owners and Residents should not park in RED CURB zoned areas.
5. Garages and Parking spaces can not be converted into any other use (such as a storage area) that would prevent its daily use for parking the number of vehicles the parking space was designed to contain, except with the written approval of the Architectural Committee.

6. No vehicle maintenance, servicing, repairing, assembling, disassembling, modifying, restoring, other than emergency work, is permitted in a Unit or in the Project. The Occupant may not wash or polish his or her own motor vehicle on the property. Owners may perform emergency repairs only as may be necessary to move the vehicle and no emergency work is permitted for more than a continuous period of two (2) hours. Emergency repairs shall not include ordinary maintenance such as oil changing, etc. Emergency work includes jumping batteries, changing a flat tire and having a tow truck remove the vehicle.
7. Each authorized vehicle that is owned or operated within the project shall be parked in the parking spaces of that owner to the maximum extent of the space one (1) vehicle available for parking.
8. No vehicle shall be parked in a manner which blocks the approach to any Unit within the project or which blocks or obstructs any part of any sidewalk or any parking space occupied by another vehicle. Such vehicles shall be towed without notice per Vehicular Code Section 22658.5.
9. Any vehicle within the community parked in violation of the CC&R's or the Rules may be removed in accordance with the provisions of the California Vehicle Code 22658.2 and in accordance with City ordinances.
10. The Association may cause the removal, without notice, of any vehicle parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, in a handicapped space without a proper placard, blocking trash dumpsters or in a manner which interferes with any entrance or exit from the Project or any Condominium Unit, parking space or driveway.
11. The Association will not be liable for any damages incurred by the vehicle owner because of the removal in compliance with this section or any damaged to the vehicles cause by the removal, unless the damage resulted from the intentional or negligent act of the Association or any personal causing the removal of the vehicle.
12. The **nine (9)** Guest parking spaces are first come first serve parking. **NO HOMEOWNER OR RESIDENT IS TO PARK IN THE GUEST PARKING SPACES AT ANYTIME.** There is a maximum time limit of twenty-four (24) hours in the guest parking spaces. The Board or their representative will monitor the vehicles in the guest parking spaces. The Board has the authorization to tow from the Guest parking spaces and impose fines for parking violations.
13. Garage doors shall remain closed at all times, except as reasonably required for the entry to and exit from the garage.
14. Homeowners have the right to tow any vehicle illegally parked in their assigned "Exclusive Use" parking space.
15. Residents are asked to supply the Board with a current list of all vehicles for the sole purpose of regulating parking.
16. Please be considerate of all homeowners when setting your car alarm. Excessive, unnecessary ringing of any Resident's car alarm is prohibited.
17. Each Owner is responsible to see that his or her assigned parking space is kept clean and free of excessive grease and oil spills.
18. It is the responsibility of owners to insure that their tenants or guests do not violate the parking rules.
19. The current towing company for the project is Western Towing (760) 738-9244

- **Towing Policy**

The following parking violations are subject to immediate towing at the owners expense:

1. Parking in Red Curb Zone.
2. Parking in driveways (behind garages or at the end of a driveway).
3. Blocking or partially blocking driveway entrances.
4. Parking in any area not specifically designed as a parking space.
5. Parking in front of dumpster enclosures.
6. Parking of commercial or recreational vehicles.
7. Resident parking in the Guest parking spaces.
8. Guest parked for over twenty-four (24) hours in the guest parking spaces.

The Board of Directors reserves the right to establish additional regulations as it deems appropriate regarding the designation of "parking", "guest parking" and "no parking" areas, and shall have the power to enforce all parking and vehicular regulations, including the power to remove - at the sole expense of the Owner.

ALL PARKING IS SUBJECT TO THE LAWS OF THE STATE OF CALIFORNIA, THE ORDINANCES OF THE CITY OF ESCONDIDO, THE CALIFORNIA VEHICLE CODE § 22658.2, THE COVENANTS, CONDITIONS AND RESTRICTIONS OF 1401-1463 NORTH BROADWAY MAINTENANCE CORPORATION, AND THE RULES AND REGULATIONS OF 1401-1463 NORTH BROADWAY MAINTENANCE CORPORATION.

ARCHITECTURE



- **ARCHITECTURAL GUIDELINES - INTRODUCTIONS**

Living in a community such as Sommerset Woods offers many privileges. It also involves certain restrictions. In order to preserve the value, desirability, attractiveness and architectural integrity of the community, Declarations of Restrictions, hereinafter referred to as "CC&R's", have been prepared which authorized the formation of an Architectural Review Committee for the Residential Units improvement.

The Architectural Review Committee, "ARC", is charged with the responsibility to review and approve proposed exterior improvements to Residential Units in this community PRIOR to any submittal to the City of Escondido for construction. The CC&R's allow the Board to establish an ARC and consult with professionals, such as 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 of the community and enhance the overall environment of Sommerset Woods. The ARC has set up Design Guidelines that define the standards acceptable for improvements. It is important to note that these Design Guidelines reflect the CC&R's; however, they do not cover all possible situations that may be defined in the CC&R's. It is recommended that the CC&R's be carefully reviewed and that all questions be directed to the Management Company.

The Design Guidelines requires each Owner to obtain ARC approval prior to undertaking any outdoor improvements.

The ARC is a design review committee and is not responsible for reviewing or approving plans from the standpoint of structural safety or compliance with Building codes, specific use permits, site approvals, or other governmental requirements. The ARC does not assume any responsibility for the Owner's failure to obtain such permits. Obtaining city permits does not waive the need for the ARC's approval. After approval from the ARC and prior to beginning any construction, the individual Owner must locate all existing below ground utility lines, such as gas, water and drainage lines.

• ARC OPERATING PROCEDURES

Before beginning any addition, alteration, or construction involving the exterior appearance, the Owner needs to make a submittal to the ARC. The ARC forms can be obtained from the Management company along with the required list of documentation. The Owner must first file an application to the ARC prior to any City of Escondido applications. Failure to obtain the approval of the ARC as required will constitute a violation of the CC&R's and may require modification or removal of unauthorized work or improvements at the Owner's expense.

With the exception of certain "Pre-Approved" standards, there are no automatic approvals. Each "Application for Architectural and/or Landscape Improvements" is reviewed on an individual basis taking into consideration each specific request and how the proposed improvement would impact its unique surroundings. For example, an Owner who wishes to construct a deck, identical to one that has already been approved by the ARC for a neighbor, is still required to submit an application and obtain ARC approval.

Once an application for improvements has been approved by the ARC, the plans must be followed as approved. Any modification to the approved plans must be re-submitted for ARC approval. ARC approval is not limited to landscape improvements.

These guidelines may be amended from time to time by the ARC subject to the concurrence of the Board.

ARC Guidelines

GENERAL

1. Each owner shall keep his Condominium in good repair.
2. Nothing shall be done in a Condominium or in the Common Area that would or could impair the structural integrity of any building without the review and final decision in writing from the Architectural Review Committee as approved by the Board.
3. No Homeowner or Resident shall alter or pierce the foundation of the Condominium.

STRUCTURAL ALTERATIONS

No structural alterations to the interior of any Unit or the Common Area surrounding such Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceiling, walls or floors should be performed by any Owner without the prior written consent of the Architectural Review Committee, as approved by the Board.

LANDSCAPING, HARDSCAPING AND IRRIGATION

1. Changes in previously installed yard landscape/hardscape improvement plans must be submitted to the ARC.
2. EasyTurf™ synthetic grass has been approved as replacement of the landscape but plans must be submitted to the ARC for specific guidelines. No water sprinklers or drainage can be covered.
3. No changes are allowed to the irrigation system.
4. No modification of any kind may be made to the Common Area(s), including the front yard landscaping.
5. There shall not be alterations of the grade, level or existing drainage of any lot which is shown on any plan.
6. Water fixtures such as fountains must be submitted to the ARC for approval.
7. Potted plants outside entrance doors are acceptable provided they are attractive, in attractive containers that are compatible with 1401-1463 North Broadway (Sommerset Woods) architecture and color palate, in limited numbers, in scale with the space and well maintained. Plants shall not obstruct pedestrian sidewalk traffic. Plants will be reviewed by the Architecture Committee and owner will be told if they are not within compliance.

BARBECUES

1. No permanent barbecues shall be permitted.
2. Local fire code prohibits open flame within ten (10') feet of a structure; insurance regulations prohibit use of and storage of personal barbeque devices of any kind on patios or balconies with a wooden overhang.
3. No barbecues shall be located on the balcony.

DOG HOUSES OR RUNS

1. No dog houses or runs shall be constructed in the "Exclusive Use" yards.
2. Pet access doors are NOT allowed to be cut into the garage doors or any building structures.

DECKS, PATIO COVERS AND TRELLISES

All deck, patio covers and/or trellises must be submitted to the ARC for review and approval. The submittal must include elevations and appropriate details. All deck, patio covers and/or trellises must be professionally installed.

Guidelines:

1. Deck, patio covers and/or trellises shall be of wood construction only, with the exception of vertical supports which must match the color of the existing building.
2. Patio covers and/or trellises must be painted to match the exterior paint color of the building. Stained natural wood or left unpainted is NOT acceptable.
3. Deck, patio covers and/or trellises must comply with the height requirements of no more than one (1) foot above the fence line.

4. Front deck/balconies can not be covered.
5. The follow materials are NOT acceptable for patio covers and trellises:
 - a. Plastic
 - b. Fiberglass
 - c. Plastic webbing, split bamboo, reed or straw-like materials
 - d. Asphalt shingles or composition shingles

FENCING AND WALLS

1. Gates may be professionally installed in the existing fence, so long as the integrity of the fence is not comprised. Gates must swing into the yard and not out to the parking space. The same type of boards and paint must be used in the installation of the gate. Plans must be submitted to the ARC for approval.
2. No fences or walls of any nature shall be erected on any portion of the project, except those installed with the original construction of the project.

LIGHTING

1. Any alteration to the current lighting must be submitted to the ARC for approval.
2. No spotlights may be installed.
3. Rear yard and security lights are to be directed onto the Owner's Exclusive Use Yard area only.
4. The location of the lights and the area they will illuminate, along with wattage, must be part of the submittal. All lighting must be professionally installed.
5. All proposed fixtures are to be compatible with the building in style and scale. Include a manufacturer's picture of the fixture with the application.

BALCONY OR YARDS

1. Spas, hot tubs, Jacuzzis, wading pools or other similar water facilities or features may not be installed in or on any "Exclusive-Use" Common Area.
2. Portable or fixed sports devices (including basketball standards) are prohibited in the community.
3. No balcony shall at any time be used for storage purposes and each shall at all times be kept in a neat and clean appearance and in good repair. Bicycles, strollers, etc. may not be locked to or stored on the front balcony or landing.
4. Draping of towels, carpets, laundry, plants or other articles over the railings or walls is not allowed. Should plants be placed on a balcony or patio, the Owner must take adequate steps to capture water from the plants and to prevent damage.
5. No items of any type (including potted plants) may be placed top of any fence or railing or be allowed to grow on the exterior of a railing, fence, wall, or portions of the Building. Each Owner is responsible to pay for any repairs caused by placing landscaping (including potted plants) in the Exclusive Use Area.
6. Residents may maintain a maximum of three (3) potted plants on their front balcony. These plants may not exceed five (5) gallons each.

7. No clothing, household fabrics or other unsightly articles shall be hung, dried or aired on any portion of the property, **including** the interior of any Residence, so as to be visible from other residences, Common Area or public areas
8. No alterations to exterior walls is allowed. Wiring, antennas, flagpoles, etc. are prohibited on the exterior of the Unit or protruding from the walls, roof, windows or doors.
9. No window or wall air conditioning units or fans are permitted. Roof air conditioning units are not to be visible from any portion of the Property or any other property in the vicinity of the Project.
10. Wind chimes may be used in a manner that does not disturb or annoy other residents; however, the Common Area or "Exclusive-Use" Area is not to be damaged by installation. A limit of one (1) wind chime per house with a size limit of two (2) feet. Birdfeeders may not be used due to the messy, unsightly litter and attracts rodents.
11. Lawn furniture umbrellas on patios must blend with the earth tones of 1401-1463 North Broadway (Sommerset Woods) and should be of a solid color. The umbrella cannot be more than 1 foot above the fence line or obstruct the view of other homeowners. Shade umbrellas, ornamental screens, bamboo, or any other type of materials may not be used on the balconies.
12. No item can be placed in the yard that will be seen above the fence line, with the exception of lawn umbrellas listed above and are no more than one (1) foot above the fence line.
13. **The Architectural Committee has the right to restrict or prohibit any items from being placed on a patio/balcony which are within view of other Owners and/or which the Architectural Committee deems to be unattractive or a nuisance.**

DOORS AND SECURITY DOORS

1. Owners may submit a request to install a Security Door on the front of the Unit to the ARC. The Security Door has to be an approved door and installed by a Professional at the Owners expense. Doors must be maintained and the Owner will be responsible for the replacement of the door if the ARC finds the appearance to no longer be aesthetically pleasing with the building.
2. All security doors must be professionally installed within the existing jamb.
3. All security doors must be from the approved ARC list.
4. Owners may submit a request to install a Peephole in the front door of the Unit to the Architectural Committee. The Peephole has to be Architectural approved and installed by a Professional at the Owners expense.

WINDOWS AND WINDOW TREATMENTS

1. All exterior window features shall be submitted for ARC approval.
2. Wrought iron bars are prohibited on the exterior building windows.
3. Glass tinting is acceptable subject to color approval by the ARC and the Board. Glass tinting may not affect the integrity of the dual pane window.
4. No temporary materials such as sheets, paper or foil may be used as a window covering.
5. Screens must be kept on windows and patio or balcony doors at all times and must be kept in good condition.

6. All window coverings shall be of a neutral color that is harmonious with the color scheme of the exterior wall of the building.

ANTENNAS AND SATELLITE DISHES

1. Plans for satellite dishes must be submitted to the ARC for approval. Plans shall include location and size of satellite dish and must conform to the following guidelines.
2. Satellite dishes are permitted on a stand only in the "Exclusive-Use" yard only.
3. The satellite dish may not be visible above the fence line.
4. Only one wire from the dish to the home is allowed. The splitting of the line must be done in the interior of the Unit.
5. Wire from the dish to the home must be painted to match the stucco color or encased in a metal or plastic covering painted to match the stucco color.
6. The satellite dish must be thirty six (36) inches in diameter or less.
7. The satellite dish can not be placed on the roof or attached to the building or garage.
8. No alterations to exterior walls allowed. Wiring, antennas, flagpoles, etc. are prohibited on the exterior of the Unit or protruding from the walls, roof, windows or doors.
9. No television or radio poles, antennae, other than those originally installed by the developer, shall be constructed, erected or maintained on or within the project. The association shall not limit the installation or use of video or television antennas within the project, including a satellite dish that is of a size and type consistent with Civil Code Section 1376, provided the Owner receives approval of the Architectural Review Committee. However, in considering whether to approve an antenna or to impose requirements on such approval, the Architectural Review Committee, cannot violate any applicable law or regulation, including, but not limited to, regulations of the Federal Communications Commission.

INSIDE AND OUTSIDE INSTALLATIONS

1. No outside installation of any type, including but not limited to clotheslines, may be constructed, erected or maintained on any residence.
2. No balcony, patio or deck covers, wiring, installation of air conditioning, water softeners, or other machines and any related equipment may be installed on the exterior of Dwelling or other Building or be allowed to protrude through the wall or roofs, unless prior written Architectural approval is obtained.
3. Any exterior lighting installed within the Project shall be either indirect, shielded or of such controlled focus and intensity as to prevent glare on surrounding Units and unreasonable disturbance to occupants of other Dwellings in the neighborhood.
4. No exterior addition, change or alteration to any Dwelling may be commenced without the prior written approval of the Architectural Review Committee.
5. Nothing should be done in any Unit or to the Common Area which will impair the structural integrity of any building in the Property or which would structurally alter any building.
6. There should be no alteration, repair or replacement of wall or floor coverings within Units which may diminish the effectiveness of the sound control engineering within the buildings in the Project.

7. No Owner may cause or permit any mechanic's lien to be filed against any portion of the Project for labor or materials alleged to have been furnished or delivered to the Project or any Unit for such Owner, and any Owner who does so, shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove the mechanic's lien, the Board may discharge the lien and charge the Owner a reimbursement assessment for the cost of the discharge.

SIGN CONTROL

1. Signs, posters, displays, billboards or other advertising devices of any kind may not be displayed to the public view on any portion of the Property or on any public street abutting or visible from the Property, or shown or displayed from any Residence, without the prior written consent of the Architectural Review Committee, however, the following signs are permitted, as long as they conform to applicable local governmental ordinances:
 - (a) Signs required by legal proceedings.
 - (b) Not more than one "For Sale" or "For Rent" sign per Residential Unit of reasonable dimensions set by the By-Laws;
 - (c) ALL SIGNS MUST CONFORM TO THE REQUIREMENTS OF ALL APPLICABLE GOVERNMENTAL ORDINANCES AND DOCUMENTS. (See CC&R's pages 49 and 105.)

DRAINAGE

There may be no interference with or alteration of the established drainage pattern over the Property, unless an adequate Alternative provision is made for proper drainage with the prior written approval of the Architectural Committee. "Established" drainage is defined as the drainage which exists at the time of the first close of escrow for the sale of a condominium, or that which is shown on any plans approved by the Architectural Committee.

WATER SUPPLY SYSTEM

No individual water supply or water softener system is permitted, unless the system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of any applicable water district, the County, and all other applicable governmental authorities.

Any sewer disposal system should be installed only after approval by the Architectural Review Committee and any governmental health authority having jurisdiction.

• SUMMARY OF ARCHITECTURAL GUIDELINES

The Board will strive to preserve the highest standards and quality of life for each owner within the community. All proposed improvements and modifications to the interior of any condominium must comply with all Association documents and be submitted to the Board, in writing, on forms available from the Management Company.

1. No improvement or alteration shall be installed or constructed within the project by an owner or tenant until the plans and specifications showing nature, design, kind, shape, height, width, color, materials and location have been submitted to and approved in writing by the Board or Architectural Review Committee.
2. In the event that the Board deems it necessary to consult with outside specialists necessary to review the plans or inspect the proposed improvements, the applicant shall be responsible to pay whatever costs are incurred for the consultation. No cost will be incurred, however, without the owners consent.
3. It shall be the responsibility of the applicant to ensure that modifications are consistent with the applicable Building Code requirements. No improvements will be permitted that could impair the structural integrity or mechanical systems or lessen the support of any portion of the living unit or Common Area.

4. The Board may at any time appoint an Architectural Review Committee to act on its behalf in all matters concerning owner improvements, and from time to time, adopt, amend and repeal, by majority vote, Rules and Regulations to be known as Architectural Review Guidelines.
5. Any application, which does not contain all of the information required in the Architectural Application, or otherwise fails to contain required materials, would not be considered submitted.
6. The Board after review of the Architectural Review Committee suggestions shall act upon a request after an owner's proper application has been submitted.
7. For further information and forms, please contact the Management Company.

• GUIDELINES FOR SUBMITTAL OF ARCHITECTURAL PLANS

The Architectural Review Committee strives to preserve the highest standard and quality of life for each owner within 1401-1463 NORTH BROADWAY MAINTENANCE CORPORATION (Sommerset Woods). Architectural approval must be given for structural changes prior to the start of any work. 1401-1463 North Broadway Maintenance Corporation (Sommerset Woods) will confirm the receipt of your plans. The plans will be reviewed and you will receive a written notice of the decision. Please note it takes time for the Architectural Review Committee process. The Association therefore encourages applicants to begin this process well before the work is scheduled.

To hasten the approval process, please follow these guidelines:

1. Please complete a description of the proposed changes.
2. Include plans, to scale, that show:
 - Location of improvement to Unit.
 - Complete dimensions of changes proposed.
 - Description of materials and color scheme.
3. Please submit the following:
 - Completed APPLICATION FOR ARCHITECTURAL IMPROVEMENT FORM
 - One complete set of plans.
 - Mail to:

Sommerset Woods Association
c/o Menas HOA Management
7592 Metropolitan Drive, Suite 401
San Diego, CA 92108
Phone: 858-602-3470
E-Mail: info@menas.com