

NORTH RIM

INFORMATION BOOK

PREFACE

This **INFORMATION BOOK** was compiled for the **NORTH RIM HOMEOWNERS ASSOCIATION** for the dual purpose of protecting your property and making the community a more pleasant place to live. Each resident is responsible for knowing and complying with the rules and regulations contained herein. Your cooperation is essential in accomplishing this purpose. Common sense and consideration for your neighbors are the keys to successful community association living.

Please read this booklet carefully and be sure your family, tenants and guests understand the rules fully.

Please report all emergency Association items to the management company immediately at:

ACCORD CONDOMINIUM MANAGEMENT COMPANY

San Diego 858-693-9455

North County 858-748-7656

Non-emergency requests, suggestions or observations regarding landscape problems, malfunctioning lights, etc., may be reported to the management company either by phone (*leave a voicemail message if party being called is not available*) or by writing to:

ACCORD CONDOMINIUM MANAGEMENT CO.

Post Office Box 786

Poway, California 92074-0786

All owners should have been given copies of the Declaration of Restrictions (CC&R's) and Bylaws. We urge you to read both of these documents since they set forth in complete and detailed form the rights, duties and obligations of each owner and the Association and they, along with this booklet, are the governing documents of the Association.

If you are a non-resident homeowner, please be certain your tenants read and familiarize themselves with the provisions of these documents.

Owners are responsible for the activities and rules compliance of their tenants and for ensuring that each new tenant has an **INFORMATION BOOK**. Additional copies may be obtained by contacting the management company.

Please note that the Recreation Area is for residents and their guests **ONLY**. Non-resident owners relinquish the right to use the area when their unit is leased.

Revised: July 2003

Reprinted: April, 2005 (updated trash pick-up day--page 12)

NOTES/TELEPHONE NUMBERS

TO CONTACT THE SECURITY GUARD

The Association provides limited security coverage. When on duty, the guard may be contacted by calling **858-278-3098** (leave message on machine) or by pager at **858-728-1774** (at the tone, enter your telephone and unit number followed by the "#" sign). Hang up after hearing the next set of tones. **If you have a life-threatening emergency, call 911.**

The guard is here to help maintain the privacy and limited security of your home and property. Please contact him for any necessary assistance required. Notify him of prowlers, noises, disturbances, suspicious activities or violations of the Rules and Regulations; however, it is recommended that residents report trespassers directly to the Police if observed during the daytime.

IMPORTANT TELEPHONE NUMBERS

EMERGENCIES (Police/Fire/Ambulance)	911
POLICE (non-emergency)	619-531-2000
POISON CONTROL	619-294-6000
ANIMAL CONTROL	619-236-4250
DEAD ANIMAL REMOVAL	858-492-5060
TRASH SERVICE (City)	858-492-5060
(contact City for replacement trash containers)	
PEST CONTROL (Orkin)	760-599-6622
PROPERTY MANAGEMENT COMPANY	
San Diego	858-693-9455
North County	858-748-7656

(leave a voicemail message if party being called is not available)

ON-SITE SECURITY

OFFICE--leave message	858-278-3098
PAGER	858-728-1774

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*Shading denotes changes made or additional information
since the last publication*

USEFUL INFORMATION

OWNERSHIP AND MAINTENANCE:

Individual property ownership is limited to the area bounded by the interior walls, floors, ceilings, windows and doors and any area to which the owner has exclusive right. The ownership of all exterior areas is jointly shared in common by members of the Association, which has been established to maintain the project.

Each owner is responsible for the maintenance and repair of the glass doors and windows enclosing his/her Living Unit, including the screens, metal frames and tracks of glass doors and windows, the interior of the unit and all appliances whether "built-in" or free-standing within the unit, and all plumbing, electrical and heating systems, lines and pipes, etc., servicing the unit and located within or without the outside perimeter of the exterior bearing walls thereof, including television cable equipment and connections, so long as these systems are used exclusively by the owner and not in common.

Each owner is also responsible for the housekeeping maintenance of the areas that he/she has the exclusive right to use, including entryways and decks.

PLUMBING REPAIRS:

In case it becomes necessary to turn off the water to the building in order to replace your main shut-off valve, non-emergency plumbing repairs should be scheduled between the hours of 9 A.M. to 2 P.M. on Mondays through Thursdays.

Owners are responsible for notifying the management company by telephone and for personally notifying all residents in their building as to the date and time of any proposed building water shut-offs. If personal notice is not possible, an 8½" X 11" notice should be posted on the mailbox bulletin board. Management will make arrangements to have the building valve turned off. **DO NOT ALLOW YOUR CONTRACTOR TO TURN OFF THE BUILDING VALVE—A \$500 PENALTY PLUS THE COST OF REPAIRS APPLIES IF THE VALVE IS DAMAGED.**

CALENDAR OF BUSINESS:

Meetings of the Board of Directors (Board) are held in the Clubhouse on a monthly basis. Owners and residents are encouraged to attend these meetings. Please check the pool area or mailbox bulletin boards or contact the management company for the date and time of the meeting if you wish to attend.

Annual Meetings of Members are held on the fourth Tuesday in June. Notice is sent to all owners of record approximately one month in advance. If you are unable to attend an Annual Meeting, please submit your Proxy to enable the Association to reach quorum and conduct its business without having to reconvene the meeting.

A financial audit is performed each year by an independent Certified Public Accountant. A copy of the audit report is mailed to all owners.

ALTERNATIVE DISPUTE RESOLUTION:

California Civil Code Section 1354, as amended on January 1, 1994, requires certain types of disputes between homeowner associations and their members, or between members themselves, to be submitted to arbitration or mediation. Failure by any member of the Association to comply with the pre-filing requirements of Section 1354 of the Civil Code may result in the loss of his/her rights to sue the Association or another member of the Association.

INSURANCE:

The Board has arranged for property and liability insurance for the Association's real and personal property. Please call the management company for the name of the current carrier.

It is necessary that owners and renters carry the proper type of personal insurance. Please contact your agent or broker regarding the type of coverages pertinent to condominium ownership.

Individual owners are responsible for payment of the \$5,000 per occurrence deductible of any insurance claim made against the Association's master policy for individual unit damage; therefore, owners should obtain adequate coverage for this deductible and also to cover window, wall and floor coverings, which are excluded from the master policy.

NOTE: The Association is insured to the levels specified in California Civil Code 1365.9; therefore, individual owners can only be held responsible for their proportional share of assessments levied to pay the amount of any judgment that exceeds the limits of the Association's insurance.

MAILBOX KEYS:

If you lose your mailbox key, contact the Post Office directly (its policy may change from time to time) for an explanation of the procedure to be followed in order to replace the lock set. If you are unable to make arrangements to install a new lock, a contractor is available to provide this service for you at a cost of \$20. If you wish to use this service, call the Association (858-278-3098) and leave a message with your name, unit number and telephone number.

SMOKE DETECTORS:

Check your smoke detectors regularly to be sure they are operating properly. Residents should ensure that detectors are installed on each level, i.e., in the garage area, on the main floor, in the hall area leading to bedrooms, and in each bedroom.

Battery-operated smoke detectors should be installed in case a fire results in the loss of electrical service. A good time to check the batteries and test the alarms is when you set your clocks for Daylight-Saving Time.

FIREPLACES:

All residents are cautioned to exercise care in the use of their fireplace. Please use hard woods only, i.e., oak, eucalyptus, etc. However, it is recommended that Dur-A-Flame logs be used since this type of log burns cooler, which results in less wear on the fireboxes and produces less residue. Do not cook food or burn scraps, newspapers, lumber, pallets or Christmas trees that could create excessive smoke or sparks, or otherwise increase the risk of damage to your unit and to those around you. It is also recommended that your chimney be checked on an annual basis and cleaned when necessary to avoid the accumulation of residue.

MAILBOX BULLETIN BOARDS:

The mailbox bulletin boards may be used by owners and residents for posting information. Messages are to be placed on 3" X 5" cards, they must be dated, and they must be removed after 30 days.

EARTHQUAKE PREPAREDNESS GUIDELINES:

Have on hand:

- ◆ Flashlight with extra batteries
- ◆ Portable radio
- ◆ First Aid kit and handbook
- ◆ Fire extinguishers
- ◆ Crescent and pipe wrenches to turn off water mains
- ◆ Emergency phone numbers
- ◆ Food, water and at least one week's supply of medications

Prepare your home:

- ◆ Secure water heaters, refrigerator and heavy items (furniture, etc.) to wall studs
- ◆ Check closets, shelves and cabinets and move heavy items to lower shelves
- ◆ Remove or isolate flammable materials
- ◆ Know where and how to shut off electrical and water main switches and valves

Prepare your family:

- ◆ Practice drills and identify safety spots in your home
- ◆ Learn first aid and CPR

- ◆ Have a plan to reunite the family
- ◆ Select the phone number of an out-of-state relative to contact if separated

During an earthquake:

- ◆ Stay calm
- ◆ If indoors, stay there—get under a desk or table or stand in a doorway
- ◆ If you are outside, stay in the open
- ◆ If driving, pull vehicle to the side of the road and stay inside

Following an earthquake:

- ◆ Check for injuries
- ◆ Wear sturdy shoes to prevent further injuries

- ◆ Check for fires and other hazards
- ◆ Secure pets and give them food and water
- ◆ Turn on radio for emergency information
- ◆ Avoid using telephones or vehicles
- ◆ Prepare for aftershocks

REFER TO YOUR PACIFIC BELL WHITE PAGES UNDER "FIRST AID AND SURVIVAL GUIDE" FOR ADDITIONAL EARTHQUAKE INFORMATION

RULES AND REGULATIONS

INTRODUCTION:

This Information Book is intended as a guide to the conduct and activities of all members, tenants and guests of **NORTH RIM** so that everyone living in and using the facilities will enjoy maximum pleasure without annoyance or interference from others.

The rules and regulations contained herein are issued by the Board as authorized by the governing documents.

NORTH RIM falls under the jurisdiction of the City of San Diego and all ordinances and codes apply.

COMMUNITY RELATIONS:

- A-1 Units may only be used and occupied for private, single-family dwelling purposes. They may not be used in any manner that obstructs or interferes with the enjoyment of other residents by unreasonable noises or other offensive or illegal activities.
- A-2 Conducting a business of any kind on the premises is prohibited. This includes hobby shops, carpenter shops, dog grooming services and garage sales, as well as the use of power equipment. Overhaul or maintenance work on any type of vehicle (other than emergency work) is not permitted.
- A-3 Members are responsible for payment of all costs incurred for repair of damage to Association property caused by themselves, members of their families, their guests, their tenants or guests of their tenants.
- A-4 Members are responsible for payment of all costs incurred for repair of damage done to common property during the moving-in or moving-out process.
- A-5 Common area equipment (i.e., time clocks, watering systems, lights) is to be adjusted and set by authorized personnel only.
- A-6 **Destruction of Property:**
 - a. **Living Unit:** The owner shall reconstruct the unit as soon as reasonably practical in accordance with the original plans and specifications or approved modifications thereof.
 - b. **Common Area:** Each owner is liable for damage and will reimburse the Association for any expenditures incurred in repairing or replacing items damaged by the owner or any occupant of the owner's unit.
- A-7 **THE SPEED LIMIT WITHIN THE NORTH RIM COMMUNITY IS TEN (10) MILES PER HOUR.**

RESIDENT REGISTRATION:

- B-1 **RESIDENT REGISTRATION FORMS** are mailed each year. Owners are required to complete and return the forms within thirty (30) days of receipt and to update the form within thirty (30) days following a change of occupancy.
- B-2 The information provided may be necessary in the event of an emergency involving an owner's unit and is also required in order to maintain a record of all persons entitled to be on the property in accordance with the Association's Blanket Insurance Policy.

NOTE: If an owner cannot be reached in an emergency due to the required information not being provided within the 30-day time frame, a penalty of \$100 will be assessed to that owner's account.

ENFORCEMENT:

Owners are required to provide their tenants with copies of the Rules and Regulations. Refusal to abide by these rules, or the provisions of the governing documents, will subject the owner to penalties as outlined in the 'SUMMARY OF PENALTIES' section. **ALL OWNERS ARE RESPONSIBLE FOR THEIR TENANTS' AND GUESTS' COMPLIANCE WITH THE RULES AND REGULATIONS.**

Any verbal or physical abuse or harassment of a security officer or other representative of the Association, including contractors or contracted service employees, may result in a penalty of \$100 being levied against the unit owner at the discretion of the Board.

C-1 **Reporting a Violation:** Any owner, tenant, management company representative, security person or contractor serving the Association has the right to request enforcement of any established rule.

Reports of violations should be submitted to the management company in writing and contain the following information:

- a. **Nature of the Violation** – what rule has been broken. If a vehicle is involved, give the license number. If an animal is involved, give a description of the animal, etc.
- b. **Location of Violation** – unit or address where violation occurred.
- c. **Identification of Responsible Party** – name, address, and/or unit number.
- d. **When Violation Occurred** – date and time.
- e. **Name, address and telephone number of person filing report.** *(The identity of the person(s) filing the report will be kept confidential.)*

Please submit all rules infractions in writing. The management company cannot act on information given over the telephone.

C-2 **Handling a Complaint of a Violation:** The management company, acting for the Association, has been instructed by the Board to require compliance by persons on **NORTH RIM** properties with the provisions of all Rules and Regulations, the Bylaws and the CC&R's. If the unit is leased, all notices and letters regarding rules infractions will be sent to both the resident and the owner.

The following applies to all rule violations with the exception of vehicle infractions. Please refer to the **VEHICLE AND PARKING REGULATIONS** section for more information. If there is a violation thereof, the management company has been instructed to do any of the following:

- a. Upon receipt of a written report of a rules infraction, send a notice advising of the infraction and requesting compliance with the rules.
- b. If the infraction is not corrected, as determined by inspection or a second written report, send a letter advising that, if not corrected, the owner will be subject to the enforcement powers of the documents.
- c. If, following the second notice, the infraction is not corrected, send a letter advising that a penalty will be imposed for non-compliance of the rules and regulations.

All owners have the right to dispute the penalty at a hearing before the Rules Enforcement Committee. The process for scheduling a hearing before the Rules Enforcement Committee is outlined in the final letter. If there is no response to the letter, the penalty will be imposed.

C-3 **Hearings:**

- a. At the hearing, the owner so charged shall have the right to present oral and written evidence on his/her behalf. The Committee shall have delivered to the owner, within 10 working days following the hearing, a written decision that specifies the penalties levied against him/her.
- b. The owner has the right to appeal the Committee's decision to the Board.
- c. **FAILURE TO ACCEPT THE OPPORTUNITY OF A HEARING OR CORRECTION OF THE VIOLATION BY THE OWNER AND/OR RESIDENT MAY RESULT IN PENALTIES AND APPROPRIATE LEGAL ACTION. ANY LEGAL COSTS OR PENALTIES WILL BE BILLED TO THE OWNER.**

C-4 **Restriction of Voting and/or Recreational Facilities Rights Policy:**

- a. An owner with a 60-days-past-due balance may be sent a letter identifying the balance due and requesting immediate payment of the unpaid balance.
- b. If the amount remains unpaid, the owner with a 90-days-past-due balance may be sent a Notice of Restriction of Voting Rights and/or Recreational Facilities Rights by Certified Mail that states that he/she will be restricted from voting at the next Annual Meeting and/or will be restricted from using the recreational facilities until the balance due is paid.
- c. The delinquent owner will be given an opportunity for a hearing before the Board within thirty (30) days of the date the restriction is imposed. Moreover, the owner may request a private hearing before the Board. If a private hearing is not requested, the hearing will be held at a regular Board meeting.
- d. If the owner accepts a hearing, the decision of the Board will be mailed to the owner within ten (10) days of the hearing date. If the owner does not request a hearing, the restriction(s) will remain in effect until the account is cleared.
- e. Individuals who have been restricted from use of the recreational facilities, yet continue to use them, will be subject to \$25 penalties following one warning notice.

PEST CONTROL:

- D-1 The community is treated bimonthly with a 60-day warranty (Feb/Apr/Jun/Aug/Oct/Dec). This treatment is for the exterior only. Individual residents may choose to supplement this treatment by having the interior treated at a direct resident cost of \$20, or \$39 for before noon or after 4 P.M. for Saturday service (*prices subject to change*). Please contact the pest control company directly at the telephone number listed on the front cover.
- D-2 The Association has the responsibility to control any termite infestation in the Common Areas and Exclusive Use Common Areas. Owners are responsible for reporting termites in or around their unit. If you notice any signs of termites (e.g., small piles of "sawdust" or mud tubes), please notify the management company immediately.
- D-3 If an exterior pest problem is noted, please notify the management company so that treatment can be considered.

TRASH REGULATIONS:

E-1 Members are responsible for picking up their own trash spilled on common areas and for disposing of it in the proper receptacles.

E-2 Automated Trash Collection Rules:

a. Trash is collected each week on WEDNESDAY–EARLY IN THE MORNING.

Exceptions: When a City holiday falls on Monday, Tuesday or Wednesday, trash will be picked up on THURSDAY. Call 858-492-5060 for further information and confirmation of pick-up days.

b. Containers are to be placed in the street with the wheels at the curb and at least two feet apart so that the mechanical arm of the trash truck can empty all of the containers.

c. Containers must be securely closed with no overflow trash exposed.

d. Containers may be placed at the curb as of 5 P.M. on the day prior to collection and must be removed from the common area and stored in garages, not in driveways next to garages, by midnight on the day of collection. (Public Street: City of San Diego ordinance requires removal by 6 P.M. on the day of collection; however, does not generally take action unless a complaint is filed with the City.)

e. Owners will be given one warning and will then be subject to a penalty of \$25 if containers are not returned to garages by midnight on the day of collection or if trash is placed in a recycling bin.

f. No vehicles may be parked on either side of River Vista Row or on the right side (outer side) of River Glen Row or Canyon Rim Row from 5 P.M. the day before collection (normally Wednesday) until after trash is collected (normally Thursday).

Vehicles parked on the right side of the street will be subject to tow with no further notice.

E-3 Large cartons and boxes must be broken down and tied or cut into pieces and placed in a recycling container.

E-4 Large discarded items such as old furniture, mattresses, etc., will not be picked up. Please call a disposal service and request a special pick-up.

E-5 No trash is to be discarded or thrown into the landscaping or recycling container.

NOISE CONTROL:

F-1 It is the responsibility of parents to ensure that their children do not unnecessarily disturb other residents.

F-2 Radios, televisions, musical instruments, party activities, and other noise sources (including barking dogs, car horns and extended warming-up of car engines, etc.) must be restricted at all times to a level that does not disturb other residents. **Be considerate of others and remember that your neighbors may not keep the same hours that you do.**

RECREATION AREA:

The Recreation Area is for the use of residents and their guests **ONLY**. Non-resident owners relinquish the right to use the area when their unit is leased.

The Recreation Area consists of the Clubhouse, pool, spa, sauna, tennis courts, and areas associated with these facilities. Pets are **NOT** allowed within the Recreation Area.

G-1 **ID Key:** Each owner has been given a numbered key to the Recreation Area. This key is to be carried at all times when using the facilities. Keys are issued either to owners only or to a person (tenant) named by the owner. Appropriate identification will be required to obtain a replacement key for lost keys.

The charge for the first Recreation Area replacement key issued for a unit is \$50. The cost of subsequent replacement keys for a unit (not per owner) increases by \$25 per key issued. It is the owner's responsibility to ensure that the key does not get into unauthorized hands.

G-2 **Guests:** Use of the Recreation Area is limited to the residents and a maximum of 4 guests at any one time for each unit. Residents must accompany guests at all times while in the Recreation Area.

G-3 **Clubhouse:**

- a. The Clubhouse is available to residents **ONLY** to play pool or table tennis when a guard is on duty and may be reserved for organized non-profit group activities or parties seven days in advance.
- b. The maximum number of guests allowed in the Clubhouse is **FIFTY (50)**.
- c. Reservations will be accepted only if the owner's maintenance fee account is current and the resident's name is on file at the management office (non-resident owners are responsible for submitting the names of tenants to the management company). Reservation Forms are available from the guard.
- d. Events/parties for anyone under the age of 18 must be arranged by the parent or guardian, who must assume full responsibility and be present.
- e. A deposit is required and must accompany the Reservation Form. The deposit will be refunded only if: 1) the entire area in and around the Clubhouse is satisfactorily cleaned and restored; 2) the Reservation Form is signed off by a person designated by the Recreation Committee; and 3) no unsatisfactory incident reports are submitted by the guard.
- f. Only Pine Mountain type logs may be used in the fireplace. Do not remove ashes from the fireplace—the janitorial service will take care of the cleanup.
- g. Removal of all trash following an event/party is the responsibility of the function host/hostess.
- h. The sauna, pool and spa areas may not be used by guests attending a private Clubhouse function.
- i. A resident with a Clubhouse reservation forfeits his/her use of the sauna, pool and spa areas during the hours of the Clubhouse reservation. Hours of reservation include setup through final cleanup.

G-4 **Pool and Spa:**

- a. Use of the Recreation Area is limited to the residents and a maximum of 4 guests at any one time for each unit. Residents must accompany guests at all times while in the Recreation Area.
- b. The pool and spa areas are not a part of the Clubhouse and may not be used in conjunction with a Clubhouse function.

- c. The area is for residents and their guests **ONLY**. Identification keys are required. Non-resident owners relinquish the right to use the area when their unit is leased.
- d. The pool area is available from 6 A.M. to 11 P.M. daily. Due to the close proximity of the units to the pool, "QUIET HOURS" are to be observed between 10 P.M. and 9 A.M.
- e. All clean-up is the responsibility of the resident using the facilities. Guests must be accompanied by an adult member of the resident's family (an adult is defined as 18 years of age or older).
- f. Entry to the pool shall be through the gate only. Climbing over the wall, fence or gate is prohibited. The gate must be closed and locked at all times. Keys must not be duplicated or loaned to friends.
- g. No one under the age of 14 years may use the pool unless accompanied by an adult of a minimum age of 18 years.
- h. No children under the age of 5 years are permitted in the spa.
- i. Any person who is not toilet trained must wear a swim diaper at all times while using the pool. If a non-toilet trained individual uses the pool without wearing a swim diaper, the unit owner responsible for the individual will be subject to a \$25 penalty without further notice.
- j. If any individual defecates in the pool or spa, the unit owner responsible for the individual will be subject to a \$50 penalty without further notice and will also be responsible for all costs related to closing the facility, draining the pool or spa if necessary, and sanitizing the water in the pool or spa.
- k. **NO GLASS!** Only unbreakable containers are permitted in the pool area and these must be removed following use or disposed of in the containers provided. A penalty of \$75 will be imposed upon the owner if this rule is not observed.
- l. Glass containers must be confined to the Clubhouse.
- m. Usual and customary swimming attire is required. Cutoffs or blue jeans do not meet this requirement.
- n. All bobby and hair pins must be removed before entering the pool.
- o. Trash containers and ashtrays have been provided. Please use them and keep the area clean.
- p. Radios are to be kept at a level that does not disturb others.
- q. Pool furniture is to be used on the decks **AROUND** the pool and spa—**NOT IN** the pool or spa!
- r. Scuba diving or the use of scuba equipment is strictly prohibited.
- s. Do not take or throw any non-floating items such as rocks, marbles, coins and the like, into the pool. Beach balls, surfboards or inflated rafts are **NOT** allowed in the pool or spa.
- t. Absolutely no foreign substances such as bubble bath, soap, beer, etc., may be added to the pool or spa. Persons observed doing so may be assessed the cost of draining, cleaning and refilling the pool and/or spa.
- u. **BALL PLAYING, TAG GAMES, CANNON-BALLING, RUNNING OR BOISTEROUS PLAY OF ANY KIND ARE NOT PERMITTED IN THE POOL AREA.**
- v. Bicycles, roller skates and skateboards are not permitted in the pool or spa area. Please leave walkways clear.

- w. Animals are not allowed within the pool area.
- x. In order to lower utility costs, please be sure you replace the spa cover and turn the timer off when you leave the area.
- y. The pool is cleaned and serviced on a regular basis. If the pool is occupied when the maintenance crew arrives, occupants are requested to leave the area so that the necessary work can be performed (this usually takes 15 to 20 minutes).
- z. Lifesaving equipment in and about the pool area is for **EMERGENCY USE ONLY**. It is not to be used as play equipment and needs to be maintained for everyone's safety. **(SAN DIEGO COUNTY HEALTH DEPARTMENT REQUIREMENT)**

G-5 Tennis Courts:

- a. Tennis court hours are from 7:30 A.M. to 10 P.M.
- b. Use of the tennis courts is limited to 1 hour for singles and 1½ hours for doubles.
- c. A single player must yield the court to two or more players.
- d. There are no court reservations. Players must sign-in on the blackboard indicating starting time or else relinquish court to challenger.
- e. A waiting list is provided for those players next in line. Players must be present while waiting for the court.
- f. Players must show court key if challenged or relinquish court to challenger.
- g. Regulation tennis shoes must be worn on the court at all times (no black soles). No sporting activity other than tennis may be played on the court. No pets, food, glass containers, bicycles, tricycles, or similar equipment, are allowed on the court.
- h. Children under 14 years of age must be directly supervised by an adult.
- i. Use of the tennis courts is limited to residents and a maximum of 4 guests at any one time for each unit. Identification keys are required. **Resident must be present with guests at all times.**
- j. The area is for residents and their guests **ONLY**. Non-resident owners relinquish the right to use the area when their unit is leased.
- k. The gates leading to the tennis courts must be closed at all times. Trash is to be disposed of in the proper receptacles.
- l. Please make sure the lights are turned off and the gate is locked when play is over.

G-6 **Barbecue Grills:** No **GLASS** containers or tableware are permitted in the vicinity of the grills. To use the grills, please follow the directions posted above the grills.

ANIMAL REGULATIONS:

- H-1 A maximum of 2 usual and ordinary household pets (exclusive of caged birds) may be kept in any unit.
- H-2 Dogs must be on a leash (i.e., a restraint of no more than 6 feet in length) and under the direct control of the caregiver at all times when outside individual living quarters or patio enclosures.
- H-3 Any litter deposited by pets on lawns, sidewalks, paths or other project common areas, including the SDG&E easement area, must be removed and properly disposed of immediately by the owner of the animal involved.

Any violations of this rule will result in the imposition of a \$25 penalty for the first offense and a \$50 penalty for any future offenses. No warning notices will be issued.

- H-4 Residents shall be responsible and liable for any personal injury or property damage caused by their pets.
- H-5 Pets are not allowed within the confines of the pool/ spa area.
- H-6 No birdseed, pet food or water should be left on patio or entry areas since these items attract coyotes, skunks, rats and other rodents.
- H-7 Residents are responsible for the observance of the Animal Regulations by guests who are owners of pets.
- H-8 The Board reserves the right to require owners to remove any pet from the community that displays aggressive behavior or becomes a nuisance.
- H-9 No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other Board approved pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

VEHICLE AND PARKING REGULATIONS:

Definition of Private Streets: River Glen Row, River Vista Row, Canyon Rim Row and any and all other parking areas in the **NORTH RIM** complex are private property. North Rim Court is a public street.

- I-1 Owners are responsible for the activities and rules compliance of their family members, guests, and tenants and for ensuring that each new tenant has an **INFORMATION BOOK**. Additional copies may be obtained by contacting the management company or the Security Office.
- I-2 Residents are prohibited from parking on the private streets (except when loading or unloading for a period of less than 2 hours) unless they have obtained a **RESIDENTIAL PARKING PERMIT** from the Board. Without such a permit, vehicles will be subject to tow and/or a penalty.
- I-3 No owner shall convert the garage into any other use that would prevent its maximum use for vehicular parking.
- I-4 Violation of any of the **VEHICLE AND PARKING REGULATIONS** will subject the unit owner to monetary penalties per occurrence. Anyone receiving a violation notice with a penalty noted will be granted a hearing after contacting the management company to request such a hearing. A hearing must be requested by the date appearing on the notice. If a hearing is not requested by the specified date, the violator waives his/her right to a hearing and the penalty will be applied to the owner's assessment account.
- I-5 Vehicles are not to be parked at garage doors, on garage aprons or in driveways. Vehicles may be parked in the driveway for the purpose of washing and/or waxing so long as they do not block the ingress/egress of other residents and are not left unattended.
- I-6 Campers, recreational vehicles, boats, trailers, or any such vehicle shall be parked in the garage. If these vehicles will not fit in the garage, they shall not be parked anywhere in the complex.
- I-7 Parking oversized vehicles (meaning any vehicle that will not fit into the garage) on the private streets is prohibited except for a duration of under two (2) hours for the purpose of loading and unloading.
- I-8 Vehicles parked on the street must be parked parallel to the curb with the tires within 18" of the curb. When parking on North Rim Court, wheels should be turned in to the curb.
- I-9 Vehicles may not be parked in the same position on a private street in excess of 72 hours unless authorized by the guard.

- I-10 Vehicles shall not be overhauled or repaired within the complex. **EMERGENCY REPAIRS ONLY ARE PERMITTED.**
- I-11 No vehicle shall be left in a condition that will constitute a fire or safety hazard.
- I-12 Malfunctioning or overly sensitive car alarms must be repaired or adjusted upon notification.
- I-13 Special care should be taken to keep vehicles on the pavement. Please do not drive over shrubbery, sprinkler heads, etc. Do not park in such a way as to block access to any unit.
- I-14 Residents will be responsible for the clean up of gas, oil or other fluids that leak from their vehicles onto the pavement surfaces.
- I-15 Garage doors are to be kept closed at all times except for ingress and egress.
- I-16 All traffic laws must be obeyed in **NORTH RIM** by moving van drivers and drivers of trucks and trailer rigs; otherwise, such drivers will cause the owner(s) of the unit causing the violation to be penalized. Please park moving vans in a proper manner facing the proper direction. Do not block driveway entrances or garages.
- I-17 No moving vans may be parked on the private streets overnight.
- I-18 Moving/storage containers may be delivered no earlier than 8 A.M. and must be picked up no later than 5 P.M. on the same day. No containers are permitted on trash pickup days. No more than three containers may be placed on the private streets by a resident on any given day.
- I-19 **THE SPEED LIMIT WITHIN THE NORTH RIM COMPLEX IS TEN (10) MILES PER HOUR.**

SPECIAL PARKING PERMIT INFORMATION:

- J-1 A resident requesting a permit must be willing to show that the garage is being used to its maximum capacity for the purpose of parking vehicles. You may not switch vehicles—the permit is for one specific vehicle only. All garaged and permitted vehicles must be the property of the resident(s) of the unit.
- J-2 The vehicle for which you are requesting a permit, or the vehicle(s) parked in the garage creating the need for a permit, must be a street-legal passenger vehicle with current Department of Motor Vehicles registration. Recreational vehicles and oversized vehicles (meaning a vehicle that will not fit inside your garage) are not eligible for a permit.
- J-3 You must obtain the permit from the guard and provide him with the license plate number and make of car to be permitted, together with the license plate number(s) and make of car(s) that will be parked in the garage.
- J-4 At some time prior to the issuance of a permit, you will be contacted by either the regular full-time security guard or a member of the Board or Rules Enforcement Committee to verify that you are using your garage to park the requisite number of vehicles and not for improper purposes. In other words, you must be parking the "non-permit" vehicles in your garage in order to qualify for a permit for the additional vehicle.
- J-5 The following applies to resident parking permits:
 - a. Parking fees (\$35) are due on the 1st of the month and become late on the 5th of the month.
 - b. If payment is late, the fee will be \$45 for that month and the vehicles belonging to residents who have not paid by the 4th are subject to tow without notice if they are parked on the private streets without a current permit on the 5th of the month.

- c. Permit holders are requested to place checks in the mailbox at the side of the pool entry gate or submit them directly to the guard.
 - d. Checks must include unit number and vehicle license plate number.
 - e. A long-term visitor may receive a maximum of two 15-day permits to park on the private streets for a total of 30 days. After the 30-day period, the visitor is considered a resident and may apply for a Resident Parking Permit.
 - f. All other visitors may park on the private streets and parking areas for a maximum of 8 days within any calendar month. If a vehicle is on the private streets and/or parking areas more than 8 days within a calendar month and does not have a Parking Permit, it will be subject to tow/penalty.
 - g. Absolutely no unattended parking is allowed in the driveways/alleys, which are so posted by "**NO PARKING**" signs (**CALIFORNIA VEHICLE CODE 22658a, MC 334007**). These are considered fire lanes for fire truck access and may not be blocked. Violators will be towed, without notification, at the owner's risk and expense.
 - h. Permitted vehicles and guest vehicles may not be parked in the same position on a private street in excess of 72 hours unless authorized by the guard.
- J-6
- a. Residents possessing a valid disabled license plate/placard are not required to pay \$35 a month to park on the private streets.
 - b. Disabled residents are permitted to park oversized vehicles on the private streets so long as the vehicle is the resident's personal and only vehicle.
 - c. No specific parking spaces will be set aside for disabled parking as all street parking is open and no spaces are marked.

ENVIRONMENTAL CONTROL:

- K-1 The Association shall provide all maintenance of the common area. All exclusive use areas, including glass surfaces and interior patio areas, are to be maintained by the owners in a manner acceptable to the Board.
Penetration of stucco or wood building surfaces is prohibited.
- K-2 No structure of a temporary nature such as a shack, tent, tool or storage shed shall be used at any time as a residence or for storage either temporarily or permanently.
- K-3 The storage of gasoline or other inflammable materials, which violates fire and liability insurance policies carried by the Association, is prohibited.
- K-4 Exposed trash containers, garden hoses, wood piles, storage containers or packing cartons are not allowed.
- K-5 Pet food should not be left outside since this attracts coyotes, skunks, rats and other rodents. Birdseed feeders should not be installed.
- K-6 The construction of fences and walls or the placement of paths and landscaping in the common area is prohibited.
- K-7 No clothing, towels or rugs may be hung over any walls.
- K-8 Customary window coverages are to be installed on all windows. Foil is not permitted.
- K-9 Garage sales are not permitted at any time. An automatic \$50 penalty will be imposed upon the unit owner if this rule is not observed.

K-10 Garage doors are to be kept closed except for ingress and egress.

K-11 Skateboarding is not permitted within the complex at any time.

K-12 Patios, decks and balconies may not be used for drying laundry, miscellaneous storage, etc., or as dog runs. They shall be considered an aesthetic addition to the buildings and utilized in good taste so as to be generally attractive and inoffensive to other residents. Driveways are to be kept clear and free of trash containers, boxes, bicycles and personal property of any kind.

K-13 Each owner has the right to place outdoor furniture on the decks and balconies. The installation or use of "Astro-Turf" or carpet is **NOT** permitted. Hanging baskets on patios or decks must be secured in a safe manner without penetrating the adjacent wood or stucco surfaces. All plants must be kept in good condition and all dead plants must be removed.

(Note: The Association has plant hangers available at no cost that will allow plants to be hung from the trellises of the bridge decks. Leave a message on the Office answering machine at 278-3098 and the hangers will be delivered.)

K-14 Potted plant placement is limited to exclusive use areas (entry areas, decks and balconies) and must comply with the following:

a. All potted plants that are placed on horizontal stucco or wood surfaces maintained by the Association must have a separate, unattached, commercially purchased saucer between the plant and the stucco or wood surface.

All potted plants placed on deck planking must be on nonporous saucers and on rolling plant coasters for easy relocation.

b. All potted plants must be moved often to prevent water intrusion through stucco surfaces and dry rot to wood.

c. The saucers must be replaced when cracked or broken to prevent water damage to the stucco or wood ledges.

d. Potted plants on deck rails must be restricted to a one-gallon size or less and not exceed 12 lbs. in weight (pot soil, plus water, plus plant) and must be tethered to the wooden deck rail so as to prevent the pot from falling.

e. Where stucco balconies overhang entry areas, pots are limited to floor surfaces only.

Any violation of this rule will subject the owner to a \$25 penalty. If such a penalty is imposed, the unit owner will have 14 days from the date of the penalty letter to correct the infraction. If the infraction is not corrected within that time period, the unit owner will continue to be penalized until the infraction is corrected.

Any unit that is in violation of this rule will be liable for all damage to the common areas that can be attributed to the violation(s) and the unit owner(s) will bear the burden of proving that such damage was not caused by the violation.

K-15 Children's toys, bicycles, etc., are not to be stored in the common area. Trees are not to be used for swings or jungle gyms. Children are not to play on landscaped areas; specifically, on hillsides and flower or plant beds. Children's activities should be supervised at all times by an adult.

K-16 Although the streets are private and traffic is limited to use by residents and guests, children need to be aware of the dangers involved in playing in the streets.

Pursuant to the laws of California, any person under the age of 18 years of age must wear a properly fitted and fastened bicycle helmet when operating a bicycle, or riding as a passenger on a bicycle, on the private streets of **NORTH RIM**.

All recreational activities are prohibited in the private streets and driveways. Activity in the streets and driveways is limited to ingress and egress only.

- K-17 One **"FOR SALE"**, **"FOR LEASE"** and/or **"FOR RENT"** sign, not to exceed 18" X 24" in size, may be displayed from each side of a Living Unit so that it is visible from outside the unit. No signs of any description shall be placed or affixed to any common area, including garages or walls. **"OPEN HOUSE"** signs may be staked in the common area from sunrise to sunset on Saturday and Sunday only.
- K-18 The following activities are prohibited and may be subject to a penalty of \$25 after a first warning:
- a. Hosing down of garages, drives and streets.
 - b. Hosing off of decks and patios.
 - c. Use of a hose without a control nozzle.
 - d. Allowing an unattended hose to burst.
 - e. Over-watering of plants, as evidenced by wet asphalt or water running from the deck.
- K-19 Seasonal decorations may be installed outside your home utilizing good taste and appropriate decorations. The following guidelines should be adhered to:
- a. Underwriters Laboratory (UL) approved outdoor lights only. UL approved indoor lights are also recommended.
 - b. Decorations placed in or upon common areas should be attached in such a way that the common area is not damaged. Nails and staples must not be used to affix decorations. Owners will be held liable for any damage caused by the attachment of such decorations.
 - c. All decorations, and any hardware associated with the attaching or hanging of decorations, must be removed within two (2) weeks following the holiday.

ARCHITECTURAL CONTROL:

- L-1 No changes or additions to the exterior of the units or garages (including planting of trees, building of patio covers, exterior painting, alterations to grade or landscape drainage, installation of antennae or satellite dishes, air conditioning units on the exterior of the unit or protruding through the walls or roof, solar collectors, rain gutters, etc.) may be made unless accepted by the Board with the following exception:
- Vinyl-Framed Windows:** Vinyl-framed windows and/or sliding doors may be installed by a unit owner after obtaining written approval from Management provided the following standard is met: Frames must be almond in color; decorative grids may be used for sliding doors only; windows may not have decorative grids.
- L-2 Plans, specifications and a completed Request for Approval to Modify Common Area form must be submitted to the management company prior to installation. Necessary Building Permits must be obtained. Request forms are obtainable from the management company.
- L-3 Approval or disapproval of the plans must be made by the Board within 60 days after submittal or the plans will be considered automatically approved. Any owner whose proposal has been rejected shall have the right to appeal to the Board at a regularly scheduled meeting.
- L-4 Unauthorized additions are subject to removal at the owner's expense.

L-5 **SCREEN DOORS:**

The Board has approved the installation of standard and security screen doors that meet the specifications outlined below.

Request forms may be obtained from either the management company or the guard and must be completed and submitted to the management company prior to installation.

- a. **Standard: MONTEGO STYLE, BRONZE-TONE, DARK SCREENING** (*see diagram*)

Screens for French doors may be installed without the grillwork.

- b. **Security:** Model as shown in diagram, Oxford Brown.

STANDARD

SECURITY

L-6 **GARAGE DOORS:**

Owners may install a steel garage door to replace the original wooden overhead garage door provided the following requirements are met:

- **Product:** Clopay Pro-Series Flush Design 1001
- **Color:** Almond
- **Installation:** Must have quieting grommets, insulation is optional. All trim added to complete the installation must be primed and painted with two coats of matching paint on all six sides **prior** to installation.

Request Forms may be obtained from either the management company or the guard and must be completed and submitted to the management company prior to installation. A sample door is available at the Security Office.

L-7 **SATELLITE DISHES:**

- a. Satellite dishes may not be attached to any common area surface such as a deck or balcony floor or wall, nor may they be attached to the surface of the building.
- b. The input and output cables may not be exposed and may not penetrate any surface of the building, deck, balcony, or entryway. The cables should be run through the sliding glass door frame (which is the individual unit owner's responsibility for repair and replacement) on the balcony where the dish is housed or the sliding door frame on the deck immediately below the balcony housing the dish. It is recommended that grommets be used when running the cables through the aluminum frame.
- c. The base of the dish is to be elevated above the surface of the deck or balcony floor by way of feet or skids to allow adequate air flow between the base of the dish and the walking surface of the deck or balcony. Cable color is to match adjacent surface.

SUMMARY OF PENALTIES
(per occurrence)

PARKING/DRIVING VIOLATIONS

- Parking in red curb zone (FIRE LANE) Tow-away
and/or \$25 penalty
- Parking in alley/driveway Tow-away
and/or \$25 penalty
- Blocking or partially blocking alley or
driveway entrance..... Tow-away
and/or \$25 penalty
- Parking on right side of street when
'No Parking' signs are in place to
facilitate trash pickup \$25 penalty
and/or tow-away
- Resident parking on private streets
without a permit Tow-away
and/or \$25 penalty

Summary of Penalties (cont'd)

- Vehicle not parked parallel to curb or
not parked with tires within 18" of curb Tow-away
and/or \$25 penalty
- Resident, "permitted" or guest vehicle parked
on a private street in same position in excess
of 72 hours without authorization of guard..... Tow-away
and/or \$25 penalty
- Guest parking on private streets for more than
8 days in any calendar month without a permit Tow-away
and/or \$25 penalty
- Driving or parking in the **WRONG** direction
or backing in or out of a one-way street..... Tow-away
and/or \$50 penalty
- Reckless or unsafe driving:
1st offense \$50 penalty
2nd and each subsequent offense..... * \$100 penalty
- Maintenance and/or repair of vehicles on
private streets/parking areas, alleys/driveways

(i.e., spills of gas, oil, transmission, radiator
fluid and other like substances) \$50 penalty
and cost of clean-up

Parking of campers, recreational vehicles,
boats, trailers, or any such vehicles in complex Tow-away
and/or \$25 penalty

Parking of oversized vehicles on private
streets for over a 2-hour period Tow-away
and/or \$25 penalty

Repeated noise resulting from a malfunctioning
or overly sensitive vehicle alarm..... Tow-away
and/or \$25 penalty

MISCELLANEOUS VIOLATIONS

Turning off building water valve \$500 penalty
plus cost of repairs if valve is damaged

Inability to contact unit owner for emergency
purposes due to non-return of Resident
Registration Form within 30-day time frame No Warning
Automatic \$100 penalty

Summary of Penalties (cont'd)

Verbal or physical abuse or harassment of
a security officer or other Association
representative, including contractors or
contracted service employees \$100 penalty

Use of glass containers in pool area..... No Warning
Automatic \$75 penalty

Not wearing swim diaper while using
pool if not toilet trained..... \$25 penalty

Defecating in pool or spa \$50 penalty
plus cost of cleanup

Holding garage sale No Warning
Automatic \$50 penalty

Not removing and properly disposing of
litter deposited by pet in common areas No Warning
1st offense: \$25 penalty
* future offenses: \$50 penalty

Leaving trash containers in driveway

after midnight on day of collection Warning followed
by \$25 penalty

Placing trash or other non-recyclable
material in a recycling container. Warning followed
by \$25 penalty

Improper placement of potted plants Warning followed
by \$25 penalty

Violation of hose usage restrictions Warning followed
by \$25 penalty

Continued use of recreational facilities
when Notice of Restriction is in effect..... Warning followed
by \$25 penalty

Any and all other infractions of the Association's
documents or Rules and Regulations..... \$25 penalty
following two notices

Unless otherwise specified (), penalties imposed for the same infraction reported within a 6-month period of the prior incident will cause the penalty to increase in increments of \$15 for each subsequent infraction, e.g., \$25 to \$40, to \$55 and so forth.*