



GLENWOOD ASSOCIATION, INCORPORATED

**RULES & REGULATIONS
HANDBOOK**

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**RULES AND REGULATIONS HANDBOOK
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EXPLAINING THE LAW

Civil Code §§ 1357.100-1357.150, part of the Davis-Stirling Common Interest Development Act, requires a board of directors to give at least 30 days' written notice to the members of most proposed rules changes. For purposes of this law, rules changes include the adoption, amendment, or repeal of a rule. The written notice must include the text of the proposed rule change and an explanation of its purpose and effect.

During the 30-day notice period, the members may provide comments to the board. The board's decision on the proposed rule change must be made at an open meeting of the board "after consideration and comments" from the members. If the board makes the rule change, the Association must notify the members of the rule change within 15 days.

Under the statute, in order to be valid, a rule must be (1) in writing, (2) within the board's authority, (3) consistent with the Association's governing documents, e.g., the CC&Rs, Bylaws, etc., (4) adopted in good faith in substantial compliance with law, and (5) reasonable.

The Statute allows boards to enact rules on an emergency basis without providing 30 days' notice where there is an imminent threat to public health or safety, or an imminent risk of substantial economic loss to the Association. If the board adopts a new rule on an emergency basis, it must give notice of the new rule within 15 days. The emergency rule may only be effective for 120 days but may be re-adopted after following the above notice procedures.

In addition to the notice requirements that boards must follow before adopting a rule change, the law provides a method for Association members to reverse a rule change. If 5 percent of the membership petitions the board within 30 days after notice of the rule change has been given, the board must call a special membership meeting for the purpose of voting on whether to reverse the rule change.

Alternatively, the law permits the board to send a written ballot to the members to vote on the reversal. Unless the CC&Rs or Bylaws require a higher percentage, a majority of members voting (so long as there is a quorum) can reverse a rule change enacted by the board. If the members vote to reverse a rule change, the rule change may not be re-adopted for a one-year period following reversal, but a different rule on the same subject matter may be adopted.

INTRODUCTION

The Glenwood Association Rules & Regulations Handbook (Handbook) is the result of study of our recorded Declaration of Covenants, Conditions and Restrictions (CC&R's) and Bylaws, and the review of past experiences in dealing with the many varied challenges of a community such as Glenwood. Policies have been developed to best serve the owners of this community and are now the consistent guidelines for Board of Directors action.

These policies are covered, in general, in this Handbook. For more detailed information on a specific, refer to the CC&Rs. You may also contact the management company or a board member at any time if you have questions regarding this information.

The CC&R's, Bylaws, and policies are administered by a Board of Directors. The Board is made up of five elected members each serving a two-year term. Term dates are staggered to ensure continuity of action. The Board, in turn, appoints committee chairpersons under designated titles such as Architecture, Clubhouse, Landscape, Pool Care, Security, and Hospitality. All board members and committee persons serve voluntarily and without compensation. They are homeowners and your neighbors. The Board hires a property management company which specializes in the work of making our Association operate as an efficient and reliable corporation.

The Board of Directors meets monthly at the Clubhouse. At this meeting Glenwood business is conducted, expenditures are approved, and the Board addresses questions, problems, and suggestions from the owners/members. Meeting minutes are posted on Glenwood's website (myhoa.com/glenwood). Owners/members are encouraged to attend meetings, volunteer for committee work, and participate in Association activities and business affairs.

This Handbook also outlines the rules we accepted when we became Glenwood homeowners, and which apply to all residents, owners, and tenants alike. The Handbook aids in reviewing the rules and regulations that help maintain the exceptionally high standards and property values of Glenwood.

Townhouse associations can survive and prosper only if their memberships are made up of people who value their investment, take pride in it, are willing to abide by the rules and regulations, and recognize that the rules are necessary and designed to protect their investment and enhance the quality of life for all.

The key to the rules and regulations is to encourage each of us not to infringe on the right of each resident to enjoy Glenwood. Each of us must show courtesy, consideration, and respect for our neighbors. To help conduct ourselves in this manner, we should become familiar with the rules and regulations, understand the need for them, respect them, and live within them. Question any rule or regulation you do not understand. Enforcement of violations can be the most unpleasant of volunteer duties. Be a good neighbor and enjoy your home in Glenwood!

PROPERTY MANAGEMENT COMPANY

The Glenwood Association contracts with and has appointed

StoneKastle Community Management
22722 Old Canal Road, Unit B
Yorba Linda, CA 92887
714-395-5245

as our agent for the Association. One responsibility is to collect monthly dues. Association dues are payable on the first of each month and become delinquent on the 30th of each month. Make online or paper check payments payable to “Glenwood Assn.” Contact the management company if you choose automatic billing. Late fees are charged on delinquent accounts.

If you encounter problems beyond the scope of homeowner responsibility, please contact the management company and they will work with the Board of Directors to resolve the issue. Examples are your seeing a broken sprinkler head, burned out streetlights, problems with the pool or clubhouse facilities, fallen trees, and the like.

The management company does not have decision-making authority except in the case of an extreme emergency. When you call the management company with a problem such as those described above, they will contact the Board of Directors. The management company will then contact the appropriate service person, utility, or contractor to correct the problem as directed by the Board.

The management company’s contract includes but is not limited to: preparation for and minute-taking at Board meetings and annual member meetings, assisting the Board with preparation of the annual budget, maintenance of reserve accounts, bookkeeping, check writing, the annual independent audit, tax filings, and other related matters as required by law.

The management company plays an important role in the operation of a corporation such as Glenwood. When you feel the management company is not fulfilling its obligation to Glenwood and its residents, please bring your concerns to the attention of the Board of Directors.

ARCHITECTURAL

GENERAL: When we purchased our homes in Glenwood, we agreed to a number of recorded deed restrictions that affect the use of our property. The City of Fullerton has imposed further restrictions by which we must abide. Interpretation of architectural rules rests with the Architectural Committee and the Board of Directors. Generally, if your neighbors can see it, obtain Glenwood Association prior approval by first contacting the Architectural Committee.

FENCES: The Association is responsible for maintenance and/or replacement of fences that border the Glenwood property line. Homeowners are responsible for maintaining their unit's patio fence in good repair and in conformance with Glenwood Association specifications. Fences and posts between units are the joint responsibility of the owners sharing such fences. Each homeowner is responsible for removal and replacement of plant growth on or around the unit fence. Board of Directors pre-approval is required for repair or replacement. Fences must be maintained as originally constructed and located. New fences must be of a style and wood in keeping with existing fences in Glenwood.

FRONT ENTRY WAYS: Front doors and hardware must be of a design and color in keeping with existing building exterior. Applications for new front doors will be treated on an individual basis. See the Architectural Committee for information on permitted door styles and materials. Screen doors must be dark brown in color, of high quality, and maintained in good condition. Brick walks and planters must be of a material and style in keeping with the building exterior. Plans for modification of existing entry ways must be submitted in writing, including schematic drawings, to the Architectural Committee and approved by the Board of Directors.

WINDOWS: Plans or requests for the addition or replacement of windows must be submitted to the Architectural Committee and be approved by the Board of Directors. The new windows must match the original design and conform to the style and color in keeping with building exterior.

BALCONIES: The maintenance, repair and replacement of balconies is the responsibility of the homeowner. Architectural Committee and Board of Directors approval must be obtained before work is started.

ADDITIONS: While each owner holds title to his/her individual unit, including the patio, the addition/installation of a patio cover, tool house, or other structure is prohibited without the prior approval of the Architectural Committee and the Board of Directors.

WINDOW COVERINGS/AWNINGS: Hanging of exterior blinds, awnings, patio covers and/or special window treatment must have prior approval of the Architectural Committee and the Board of Directors. Interior window treatments visible from the exterior must conform to Architectural standards.

PATIO COVERS: Patio covers shall be of wood construction, conform to existing building design, and painted to match the colors of existing trim on the buildings. Material other than wood, including but not limited to metal, aluminum, plastic, cloth, or fiberglass, is not permitted. Final plans, including schematic drawings, must be submitted in writing, to the Architectural Committee and approved by the Board of Directors. Construction may commence only after proper permits are obtained from the City of Fullerton.

ROOFS: Roof repair will be handled by the Association upon written notice from the homeowner and examination by the Architectural Committee. Repairs will be made as promptly as possible. Repairs

made by the homeowner without prior approval of the Architectural Committee and Board of Directors may not be reimbursed.

INSECT INFESTATION: Homeowners are responsible for the treatment of insect infestations within the confines of their unit. This includes termites, ants, bees, wasps, and other pests. Damage to the building as a result of infestation is the responsibility of, and must be repaired by, the homeowner.

SKYLIGHTS: Installation of a skylight is prohibited. Replacement of an existing skylight requires PRIOR Architectural Committee and Board of Directors approval. Repair and expense of roof leaks associated with skylights are the homeowner's responsibility.

TV ANTENNAS/TURBINES: Antennas or turbines of any kind are not allowed on the roofs. They may, however, be installed in the attic.

SATELLITE DISHES: Placement of small satellite dishes or other like devices must have prior approval of the Architectural Committee. *[See Satellite Dishes guidelines and rules prepared by Glenwood's Attorney – page 6]*

BUILDING REPAIRS: Repairs to building exteriors due to plaster cracking, blistering, water seepage, dry rot or weathering are the responsibility of the homeowner.

INSIDE CONSTRUCTION: Alteration to any part of the inside of a unit may occur only after proper permits are obtained from the City of Fullerton. If you are in doubt as to your right to make inside alterations, please contact the Architectural Committee or the Board of Directors.

NEW GARAGE DOORS: New garage doors must conform to a Glenwood Association approved door.

SATELLITE DISHES

DEFINITIONS

FCC: The term FCC refers to the Federal Communications Commission.

PERMISSIBLE ANTENNAS:

(1) A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service (e.g. Dish Network), including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.

(2) An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.

(3) An antenna that is designed to receive local television broadcast signals.

PROHIBITED ANTENNAS: Any antenna or aerial located on a roof or structure that is not a Permissible Antenna, including, without limitation, any AM/FM radio antenna, amateur ("Ham") radio antenna, Citizens Band ("CB") radio antenna, Digital Audio Radio Services ("DARS") antenna, or a satellite dish in excess of one meter in diameter.

VIEWER: The person intending to install and use a Permissible Antenna.

GUIDELINES AND RULES

THE BOARD RECOMMENDS A VIEWER CHECK WITH THE ARCHITECTURAL REVIEW COMMITTEE PRIOR TO THE PLACEMENT OF A PERMISSIBLE ANTENNA.

1. No Prohibited Antenna may be installed or maintained within Glenwood (Art. VI, Section 10 of the CC&Rs).

2. The installation of Permissible Antennas is controlled by the FCC OTARD (Over-the-Air Reception Devices) Rule of August 5, 1996, and subsequent FCC Rules, Orders and Rulings.

3. Permissible Antennas are permitted only on property over which the Viewer has exclusive use or control and a direct or indirect ownership interest. No one may place any part or portion of a Permissible Antenna on commonly owned property, Association owned property, or on the property of another owner without the written consent of the other property owner. The Association is responsible for unencumbered roofs. Therefore, **NOTHING CAN BE PLACED ON THE ROOF** of your home and no one is allowed to walk on the roof of your home without the express permission of the Board of Directors. Permissible Antennas must be placed in the preferred rear unit location, affixed to the fascia or a patio cover and not directly on the roof, and, to the extent feasible, in locations that are not visible from: (a) the street; (b) common area; (c) recreation areas; (d) other Association property; and (e) the home and yards of neighbors, provided this placement does not impair reception of an acceptable quality signal, delay installation, or add unreasonably to the cost. It is recommended that you check with Association management and the Architectural Review Committee before installing a Permissible Antenna, because you otherwise may be required to incur additional costs to relocate the antenna or

SATELLITE DISHES

reasonable costs to conceal or screen it.

4. Concealment efforts may be requested by Association in order to reduce the visual impact of a Permissible Antenna. Satellite dishes are to be of a neutral color. Roof placement is prohibited. Whenever possible, the dish should be placed in an unobtrusive location not visible from the street. Cables are not to be loose or hanging from any part of the building. Cables are to be installed at the rear of the unit, secured and hidden from common area view.

5. A Permissible Antenna, cabling and other parts and equipment, located on the exterior of any building or other structure over which the Association has a maintenance responsibility, may be required to be temporarily removed, at the owner's sole expense, to allow the Association to conduct and complete the inspection, maintenance, repair, and replacement of those building elements for which it is responsible.

6. An owner and/or occupant will be responsible to the Association for the cost of repairing damage to any commonly owned property and/or Association owned property, or other property over which the Association has a maintenance, repair and/or replacement obligation together with any resulting injury or damage arising from the installation, maintenance, repair, replacement, or use of a Permissible Antenna. An owner and/or occupant shall be required to indemnify the Association for any damage and/or injury to commonly owned property, Association owned property, other property over which the Association has a maintenance obligation, or other property, and/or for any personal injury, bodily injury to any person arising from the installation, maintenance, repair, replacement, or use of a Permissible Antenna.

7. The violation of any provision of this Satellite Dish/Antenna Policy may result in a monetary penalty upon the owner of the dwelling. An owner is ultimately responsible for the actions or omissions of all residents, family members, occupants, tenants, guests, invitees, or other persons who enter the community or derive any rights through the owner.

8. The owner may periodically be required to provide proof to Association of a current subscription to a satellite broadcast system.

9. When an occupant of a resident terminates the subscription to a satellite broadcast system or vacates or sells the residence, all permissible antennas (and/or any accessories thereto) shall be removed immediately and any damage to property and/or structure, over which the Association has any maintenance, repairs and/or replacement obligation, must be immediately and properly repaired to the Association's satisfaction.

CLUBHOUSE

The Glenwood Clubhouse is owned by the 68-unit owners. It is an extension of our own homes and should be so treated. It is our furniture, our flooring, and our entertainment equipment. Generated trash is also ours to remove.

The Clubhouse is for the exclusive use and enjoyment of Glenwood residents. It is not to be used for overnight sleeping and restroom accommodations. Persons under age 18, whether guest or resident, must be accompanied by an adult at all times. Residents are responsible for their guests. **The pool area may not be reserved for private use.**

RESERVATIONS: Only Glenwood residents may reserve the Clubhouse for special functions. Reservations are made with the Clubhouse Chairperson who maintains the Clubhouse reservation calendar. **Advance reservation notice of at least 48 hours is required to ensure Clubhouse availability.**

A \$100 (one-hundred) dollar deposit, payable to Glenwood Assn, is required to reserve the Clubhouse. Persons reserving the facility for an event are asked to sign a Statement of Responsibility Form whereby the resident assumes all responsibility for any damage and/or injury that may occur during use. The deposit is returned after inspection of the Clubhouse by the Clubhouse Chairperson or Clubhouse committee member and indicates that the facility has been returned to pre-reservation condition. All event functions (including cleanup) must be concluded by 12 midnight of the date reserved.

FOOD AND DRINK: Food and drink are not permitted in the Clubhouse except for functions where a reservation has been made and the deposit, and the Statement of Responsibility Form are on file.

NOISE: Noise must be kept to a minimum out of courtesy to residents who live near the Clubhouse. Glenwood is subject to the City of Fullerton 10 PM noise abatement ordinance enforceable by the City of Fullerton Police Department.

CONTENTS: Clubhouse contents are for exclusive use within the facility. Removal for any reason is prohibited.

KITCHEN: Kitchen and kitchen equipment must be left clean with all food and drink removed.

WARMING DEVICES: Chafing dishes or other devices that require open flame to keep food warm must have a person in attendance at all times.

SMOKING: Smoking, including but not limited to cigarettes, e-cigarettes, cigars, pipes, recreational marijuana or otherwise, is prohibited at all times in all areas of the Clubhouse facility and Pool area.

RESTROOMS: Restrooms must be left clean and in a sanitary condition. Water spills, and water from dripping swimsuits, creates a safety hazard and must be wiped up immediately.

LIGHTS AND HEAT: Turn off all lights, fans, and heater after use. This applies to all, but those lights controlled by automatic timers.

SAUNA: Please do not leave the sauna timers running. Turn the dials to ZERO and OFF before leaving.

WINDOWS/DOORS: Windows and sliding glass doors must be closed and locked after use.

KEY ACCESS: Pool Area, Restroom and Workout Area, and Pedestrian North Gate: Each household is furnished with one key stamped with the unit's lot number. A second key is available for a non-refundable \$100 (one hundred) dollar fee.

There is a \$100 (one hundred) dollar, non-refundable assessment for replacement of a lost key. Contact the Management Company for second and/or replacement keys.

The outside door (east side of facility) at end of hall by restrooms is an emergency exit only and must remain closed, locked, and bolted at all other times.

KEY ACCESS: Clubhouse: Access to the main Clubhouse (west side) is provided with an event reservation form and must be returned to the Clubhouse coordinator after the event.

ATTIRE: Wet swimsuits and bare feet are not permitted in furnished areas.

PETS: Pets are not allowed in the Clubhouse or pool area at any time.

HEALTH AND SAFETY: State, County, and/or City laws/ordinances that pertain to the health and safety of persons using the Clubhouse are applicable at all times.

EXERCISE EQUIPMENT: All equipment shall be wiped down by user after exercising.

CLUBHOUSE RESERVATION

Sample Statement of Responsibility Form Page 1 of 3

Your deposit check is contingent upon your returning the Clubhouse key after returning the Clubhouse to “pre-event” condition immediately after use. Particular care is suggested in these areas:

Clubhouse Conditions:

- It is understood that you have rented the Clubhouse facility only. The Pool is not available for private parties.
- Portable barbeques are prohibited in the Clubhouse and Pool areas.
- All spills should be wiped up quickly and sponged off with clear water. A vacuum cleaner and floor duster/mop is kept in the utility room.
- Wooden tabletops are susceptible to staining and damage by liquids. Use protective coasters and hot pads. If furniture is moved during your event, please return it to its original configuration at the Clubhouse.
- You must remove from the Clubhouse premises all trash generated by you and your guests immediately following the event. Trash must be taken to your home for disposal on trash day. Do not leave trash bags in the Clubhouse, in the Pool area, or curbside at the Clubhouse.
- Be sure to close and lock all windows and doors. Turn off lights, fans, and heater. Be sure the outside gates are locked before leaving the premises.

Your deposit check is contingent upon the return of the clubhouse key and the condition of the Clubhouse after the event. In the occurrence of damage to the Clubhouse, its contents, or the area surrounding the Clubhouse, including but not limited to the Pool, pool furniture, and landscaping that is determined to have occurred during your event, your check will be deposited by the Association and used to repair the damages incurred. If the cost to repair the damage is greater than the \$100 (one-hundred dollars) deposit, your Association account will be assessed the additional amount, and you will be responsible for payment of that amount to the Association. If the cost to repair is less than the \$100, a refund will be issued to you.

I hereby agree to assume full responsibility for any and all breakage and/or damage, and any cleaning fees incurred by the Association, while the Clubhouse is under my responsibility.

CLUBHOUSE RESERVATION

Sample Statement of Responsibility Form Page 2 of 3

HOLD HARMLESS-INDEMNITY AGREEMENT:

I agree:

- To release, waive, acquit, and discharge the Association, its directors, officers, managing agents, and representatives from any and all claims, demands, causes of action, suits, costs, losses, damages, and liability for injury, harm, or death resulting directly or indirectly from, or arising out of my rental of the clubhouse for my event, and to not make any claim against the Association, its directors, officers, managing agents, or representatives for any of the foregoing; and
- To hold harmless, indemnify and defend the Association, its directors, officers, managing agents, and representatives from any and all claims, demands, causes of action, suits, costs, losses, damages, and liability for injury, harm, or death resulting directly or indirectly from, or arising out of my rental of the clubhouse for my event.

Initial: _____

Date/Time of Event: _____

Print Name: _____

Address: _____

Telephone: _____

Signature: _____ Date: _____

CLUBHOUSE RESERVATION

Sample Statement of Responsibility Form

Page 3 of 3

Please be sure before returning clubhouse key that the clubhouse is in the exact same condition as it was found.

Check-In Checklist: Please check one or more as needed.

- ☐ Main clubhouse area was not clean.
- ☐ Kitchen area (where refrigerator is located) was not clean.
- ☐ Restrooms were not clean.
- ☐ Following items were damaged: _____

OR

- ☐ No problems. The clubhouse was in good condition and ready for rental.

Check-Out Checklist: Please check each item as you clean after your event, add notes as needed:

- ☐ Floors are swept and mopped.
- ☐ Trash is removed.
- ☐ Counters are clean.
- ☐ Spills or accidents on floors or furniture were cleaned.
- ☐ Refrigerator is clean and any items brought have been removed.
- ☐ Tables, chairs, furniture are returned to original placement.
- ☐ Decorations are removed including any fasteners, tape, etc.
- ☐ Restrooms are left clean and emergency and entry door to this side of clubhouse are locked.
- ☐ Lights/ceiling fans are turned off.
- ☐ Heater is turned off.

I am/am not (please circle one) leaving the Clubhouse clean and in the same condition as found.

Sign below and return with key to the Clubhouse coordinator.

Print Name and Sign _____

USE OF COMMON AREAS

GENERAL: Glenwood's park-like common grounds, called green belts, are for the use and enjoyment of all residents. Our common grounds are a great place to play with children and grandchildren, walk the dog, picnic, bird watch, or just savor the beauty.

CHILDREN: Children must be under the supervision of an adult at all times when playing on the common ground. Digging in the green belts or landscaped areas is forbidden.

BICYCLE RIDING: Bicycle riding is prohibited on walkways or on lawn areas. Bicycle riding is permitted on the street within the complex, but only nearest the curb. Younger children must be supervised by an adult.

SKATEBOARDS/ROLLER SKATES/SCOOTERS: Use of skateboards, roller skates, or motorized scooters is prohibited on Glenwood property.

ADULT MOTORIZED CARTS: Adult motorized carts and wheelchairs are permitted on Glenwood streets. For your safety and the safety of others, please ride close to the curb and observe normal traffic directions and laws.

TOYS: Bicycles, tricycles, strollers, and other children's toys must be removed from the common grounds, and from street view, immediately after use.

CLIMBING: Climbing or swinging from trees, buildings, or fences is prohibited.

BALL GAMES: Ball game activities, where a ball flies through the air, such as golf, football, baseball, or soccer are prohibited. Damage to common grounds and/or resident property resulting from these activities will be assessed against the offending homeowner unit whether caused by guest, resident, tenant, or homeowner.

YARD/GARAGE/ESTATE SALES: Yard/garage/estate sales are absolutely prohibited in the Glenwood community.

CIGARETTE BUTTS/LITTER: Please do not toss cigarette butts and the like or otherwise litter on Glenwood streets or common grounds.

GLENWOOD ASSN., INC.

ELECTION AND VOTING RULES

(California Civil Code Section 5105)

These Election and Voting Rules ("Rules") establish certain procedural rules for membership voting based upon the Association's Declaration of CC&Rs, Bylaws, the California Civil Code, and the California Corporations Code. Unless otherwise stated, capitalized terms herein have the same definition as given in the CC&Rs.

1. INTRODUCTION

The Board of Directors consists of five (5) Directors, each of whom must be a resident Member who meets the qualifications set forth in Paragraph No. 2 below. Directors are elected on a staggered basis for two year terms. Any Member who has served four (4) consecutive years as a Director must have a one (1) year service gap to be eligible to be elected again by the membership or appointed by the Board of Directors to fill a vacancy. (Bylaws, Sections 5.2 through 5.4).

Cumulative voting is used in all elections of Directors. (Bylaws, Section 4.5(D)).

A quorum consists of Members representing thirty-five (35) Lots, unless otherwise provided by law. (Bylaws, Section 4.8).

2. NOMINATION PROCEDURES

Resident Members who meet the qualifications for election to the Board may become candidates for election by any of the methods permitted by Section 5.5 of the Bylaws. Nomination for election to the Board of Directors may be made by a Nominating Committee appointed by the Board, by self-nomination during an established candidate filing period, or by nomination from the floor of the Annual Meeting (provided the nominee is present at the election meeting and accepts said nomination from the floor). Persons who self-nominate must ensure that their candidacy form is received by the stated deadline in order to have their names included as a candidate in the Notice of Annual Meeting and Secret Ballot distributed to the Members. The ballot will not include a space for "write-in" candidates.

The Association shall, at least 30 days before any deadline for submitting a nomination, provide general notice (Section 4045) of the procedure and deadline for submitting a nomination. Individual notice shall be delivered pursuant to Section 4040 if individual notice is requested by a member.

Subject to the requirement to first provide an opportunity to engage in internal dispute resolution, the following persons are disqualified from nomination as a candidate:

(A) Any nominee who is not a member of the Association;

(B) Any nominee who has been a member of the Association for less than one year;

(C) Any nominee who, if elected, would serve on the Board at the same time as another person who holds a joint ownership interest in the same lot as the nominee and the other person is either properly nominated for the current election or an incumbent director;

(D) Any nominee who discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would, if the nominee was elected, either prevent the Association from purchasing the fidelity bond coverage required by Section 5806 or terminate the Association's existing fidelity bond coverage.

(E) Subject to subparagraph (F) below, a nominee for a Board seat, and a Director during his or her Board tenure, must be current in the payment of regular and special assessments. A nominee shall be disqualified from nomination for nonpayment of regular and special assessments, but may not be disqualified for nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party (e.g., management, or a collection firm).

(F) The nominee shall not be disqualified for failure to be current in payment of regular and special assessments if any of the following circumstances are true:

(i) The nominee has paid the regular or special assessment under protest pursuant to Section 5658; or

(ii) The nominee has entered into and is in compliance with a payment plan pursuant to Section 5665.

(iii) The nominee has not been provided the opportunity to engage in internal dispute resolution (IDR) pursuant to Section 5900.

3. VOTING QUALIFICATIONS AND THE VOTING POWER OF EACH MEMBERSHIP

Each membership shall be entitled to one (1) vote per lot, provided that in the case of election of directors, each lot is entitled to one (1) vote for each position to be filled on the Board of Directors, and Members shall be entitled to cumulate their votes for one or more candidates.

If title is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a member of the Association for purposes of Sections 5100 through 5145.

The Association shall retain, as association election materials (Section 5200(a)(13)), both a candidate registration list and a voter list. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used.

Members shall be permitted to verify the accuracy of their individual information on both lists at least 30 days before the ballots are distributed. The association or member shall report any errors or omissions to either list to the inspector or inspectors who shall make the corrections within two business days.

4. ELECTION BY ACCLAMATION

Notwithstanding the secret balloting requirement in Paragraph 5 of these Election and Voting Rules below, or any contrary provision in the governing documents, when, as of the deadline for submitting nominations, the number of qualified candidates is not more than the number of vacancies to be elected, as determined by the Inspector or Inspectors of the Election, the Association may, but is not required to, consider the qualified candidates elected by acclamation if all of the following conditions have been met:

(a) The Association has held a regular election for the Directors in the last three years. The three-year time period shall be calculated from the date ballots were due in the last full election to the start of voting for the proposed election.

(b) The Association provided individual notice of the election and the procedure for nominating candidates as follows:

(1) Initial notice at least 90 days before the deadline for submitting nominations provided for in subdivision (a) of Civil Code Section 5115. The initial notice shall include all of the following:

(A) The number of board positions that will be filled at the election.

(B) The deadline for submitting nominations.

(C) The manner in which nominations can be submitted.

(D) A statement informing members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.

(2) A reminder notice between 7 and 30 days before the deadline for submitting nominations provided for in subdivision (a) of Civil Code Section 5115. The reminder notice shall include all of the following:

(A) The number of board positions that will be filled at the election.

(B) The deadline for submitting nominations.

(C) The manner in which nominations can be submitted.

(D) A list of the names of all of the qualified candidates to fill the board positions as of the date of the reminder notice.

(E) A statement reminding members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting. This statement is not required if, at the time the reminder notice will be delivered, the number of qualified candidates already exceeds the number of board positions to be filled.

(c)

(1) The Association provides, within seven business days of receiving a nomination, a written or electronic communication acknowledging the nomination to the member who submitted the nomination.

(2) The Association provides, within seven business days of receiving a nomination, a written or electronic communication to the nominee, indicating either of the following:

(A) The nominee is a qualified candidate for the board of directors.

(B) The nominee is not a qualified candidate for the Board of Directors, the basis for the disqualification, and the IDR meet and confer procedure, by which the nominee may appeal the disqualification.

(3) The Association may combine the written or electronic communication described in paragraphs (1) and (2) into a single written or electronic communication if the nominee and the nominator are the same person.

(d)

(1) The Association permits all candidates to run if nominated, except for nominees disqualified for running as allowed or required pursuant to Paragraph 2 of these Election and Voting Rules.

(2) Notwithstanding paragraph (1), the Association may disqualify a nominee if the person has served the maximum number of terms allowed by Article V, Section 5.3 of the Association's Bylaws.

(e) The Association's Board of Directors votes to consider the qualified candidates elected by acclamation at a duly noticed open Board meeting for which the agenda item reflects the name of each qualified candidate that will be seated by acclamation if the item is approved.

5. PROCEDURES FOR USE OF SECRET BALLOTS

Membership voting regarding assessments, election or recall of members to the Board of Directors, amendments to the governing documents, and the proposed grant of exclusive use of common area pursuant to Civil Code Section 4600 (hereinafter "Secret Ballot Topics") shall be conducted through secret ballot procedures in compliance with Civil Code Sections 5100 through 5145, and the Board may designate any other Membership voting matter as a Secret Ballot Topic that will be subject to such secret ballot voting procedures. A Member may cast his or her vote on a Secret Ballot Topic by mail or in person at a meeting, provided the Member casts the vote using a secret ballot in compliance with Civil Code Section 5115, including the following:

a. At least 30 days prior to the deadline date designated for return of secret ballots, the Association will mail to the Members authorized to vote, by first-class mail, the secret ballot, together with two preaddressed envelopes for return of the ballot.

b. The ballot itself is not to be signed by the voter but is inserted into an envelope that is sealed (Envelope #1), and inserted into a second envelope preaddressed to the Inspector(s) of Election

(Envelope #2), which is then also sealed by the voter.

c. In the upper left-hand corner of the return envelope (Envelope #2), the voter shall sign his or her name, indicate his or her name (e.g., in print letter format), and indicate the address or other identifying account number or Lot number that entitles him or her to vote.

d. The owners of multiple properties must submit a separate ballot in a separate sealed ballot envelope for each property owned.

e. Ballots may be mailed to the designated return address or delivered by hand to the designated location identified in the ballot materials. The Member may request a receipt for hand delivery of a secret ballot (in the sealed envelopes). Any Member desiring a receipt for mail delivery should send the ballot by certified mail, return receipt requested.

f. If the required quorum is not attained at an initial or adjourned meeting at which secret ballots will be used, and if the meeting is adjourned to another date, all secret ballots cast shall carry over until quorum is attained and the secret ballots are counted.

6. PROCEDURES FOR USE OF PROXIES

In instances, if any, where proxies are used in connection with Secret Ballot Topics, in order to be counted the proxy must comply with all applicable requirements of the Bylaws and California law, and (a) identify a proxyholder (who must be a Member in attendance at the meeting for which the proxy is given), (b) contain voting instructions, (c) be dated and signed by the Member (who must be authorized to vote) giving the proxy, and (d) any instruction given in a proxy that directs the manner in which the proxyholder is to cast the vote must be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the Member's vote by secret ballot, including indicating the name and address or other identifying account number or Unit number of the proxy giver in the upper left-hand corner of the return envelope (Envelope #2), but shall sign the proxy holder's name on Envelope #2 and indicate his/her capacity as proxyholder. The Inspector(s) of Election shall be entitled to invalidate any proxy or other document purporting to cast a Member's vote used in connection with Secret Ballot Topics that does not comply with these Rules and applicable law, including the secret ballot procedures set forth in Civil Code Section 5115.

7. INSPECTORS OF ELECTION

In accordance with Civil Code Section 5110(a), the Board of Directors shall appoint either one (1) or three (3) independent third parties to serve as Inspector(s) of Election. An "independent third party" includes, but is not limited to, (a) a volunteer poll worker with the county registrar of voters, (b) a licensee of the California Board of Accountancy, (c) a notary public, or (d) a member of the Association who is neither a director, a candidate for election as a director, nor related to a director or candidate for election as director. An Inspector of Election, and any person appointed by an Inspector of Election to assist in verifying signatures or in counting and tabulating votes, must be an independent third party and may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an inspector of elections. The Inspector(s) of Election shall perform the duties set forth below and shall sign a report or certificate evidencing the voting results. The decision of a majority of the Inspectors shall control.

A. Duties of Inspectors of Election:

1. Determine the number of memberships entitled to vote and the voting power of each;
2. Confirm the number of memberships represented at the meeting;
3. Confirm the existence of a quorum;
4. Determine the authenticity, validity, and effect of proxies and ballots;
5. Hear and determine all challenges and questions in any way arising in connection with the right to vote;
6. Count and tabulate all votes;
7. Determine when the polls shall close;
8. Determine the result of the voting;
9. Perform any acts as may be proper to conduct the balloting or election with fairness to all members.

The Inspector(s) of Election shall deliver, or cause to be delivered, at least 30 days before an election, to each member both of the following documents:

A. The ballot or ballots; and

B. A copy of the election operating rules. Delivery of the election operating rules may be accomplished by either of the following methods:

i) Posting the election operating rules to an internet website and include the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"; or

ii) Individual delivery, as described in California Civil Code section 4040.

Notwithstanding any other law, the Association and the Inspector(s) of Election shall not:

(A) Deny a ballot to a member of the Association for any reason other than not being a member of the Association at the time the ballots were distributed;

(B) Deny a ballot to a person with general power of attorney for a member. The ballot of a person with general power of attorney for a member of the Association shall be counted if returned in a timely manner.

8. VOTING AND COUNTING OF BALLOTS/PROXIES

All votes shall be counted and tabulated by the Inspector(s) of Election in public at a properly noticed open meeting of the Board of Directors or at a properly noticed meeting of the members. Any candidate or other member of the Association may witness the counting and tabulation of the votes from a reasonable distance, as determined by the Inspector(s) of Election. Members may not interfere with the counting and tabulation of the votes, and the Inspector(s) of Election may order any person the Inspector(s) of Election determine to be interfering with the counting and tabulation of votes to leave the area. In accordance with the holding of Chantiles v. Lake Forest II Master Homeowners Association (1995) 37 Cal. App. 4th 914, only the Inspector(s) of Election and the Association's legal counsel shall be permitted to inspect the proxies during the voting process in those instances in which proxy voting is permitted in order to protect the members' privacy rights.

No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

A. Unless otherwise provided in the Notice of Meeting or the Ballot solicitation, as applicable:

1. The voting period for Secret Ballot Topics shall commence when the first ballot is mailed or delivered to an Association Member, and shall end at such time as the Inspector(s) of Election determine the polls close;
2. With respect to voting at membership meetings on topics other than Secret Ballot Topics, the voting period shall commence at the meeting at such time as the chairperson declares the voting period open and shall end at such time as the Inspector(s) of Election shall determine the polls close; and
3. With respect to voting through a mail-in ballot on matters other than Secret Ballot Topics, voting shall commence when the first ballot is mailed or delivered to an Association Member and shall end at such time as is specified on the ballot.

B. A ballot shall be irrevocable upon the Association's receipt of the ballot, and a Member's submission of a secret ballot shall be deemed to be the Member's presence at the meeting for purposes of determining the presence of a quorum at the meeting.

C. All questionable proxies and ballots are to be separated for a determination of validity by the Inspectors.

D. If the number of votes cast on a ballot or proxy exceeds the number of permissible votes, the ballot or proxy, for voting purposes, shall be invalid and shall not be counted, but shall be counted for quorum purposes only.

E. When a voting box for a candidate is "checked" or otherwise marked by a non-numerical symbol (e.g., an "X"), and it is the only box "checked" or marked, all of the member's votes shall be counted for that candidate. When fewer boxes are "checked" or marked by a non-numerical symbol on the

ballot than the number of directors to be elected, the count shall be one vote per "check" or mark not to exceed the number of authorized votes.

F. If votes are cast on a proxy, but the Member failed to check the box indicating that the proxy is to be voted in accordance with the Member's instructions, the votes cast shall be counted as marked by the Member, provided there are no conflicting instructions on the proxy and the proxy is otherwise valid.

G. If any Members have given their completed secret ballots to another Member to bring to the Membership meeting, the ballots must be sealed in separate individual Envelopes #1 and #2 as required above. The Inspectors will register and make all necessary determinations regarding those sealed Ballot Envelopes.

H. If a Member signs the ballot or provides other identification on the ballot, the Member will be deemed to have waived his/her right of confidentiality concerning the ballot. The Inspector(s) of Election will count the ballot, and the Association will have no duty to protect the Member's privacy and will not be responsible for redacting that information in the event a recount or review of the ballots is requested.

9. CUSTODY OF VOTING MATERIALS/ ANNOUNCEMENT OF RESULTS

The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by Section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association. If there is a recount or other challenge to the election process, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection and review by an Association member or the member's authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

The tabulated results of the election shall be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association. Within 15 days following the election, the Board shall give general notice pursuant to Civil Code Section 4045 of the tabulated results of the election.

10. EQUAL ACCESS

If any candidate or member advocating a point of view is provided access to Association media, newsletters, or Internet Web sites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications; provided, however, the Association shall not be responsible or liable for the content of any such communications, and the Association may include a statement in the communication specifying that the candidate or member, and not the Association, is responsible for the content.

Equal access to common area meeting space, if any, shall exist during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election.

11. USE OF ASSOCIATION FUNDS FOR CAMPAIGN PURPOSES PROHIBITED

Association funds shall not be used for campaign purposes in connection with any Association Board election. Funds of the Association shall not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. As set forth in Civil Code Section 5135(b), for the purposes of this section "campaign purposes" include, but are not limited to, the following:

a. Expressly advocating the election or defeat of any candidate that is on the Association election ballot.

b. Including the photograph or prominently featuring the name of any candidate on a communication from the Association or its board, excepting the ballot and ballot materials, within 30 days of an election, provided that this is not a campaign purpose if the communication is one for which subdivision (a) of Civil Code Section 5105 requires that equal access be provided to another candidate or advocate.

12. SUMMARY OF REQUIRED NOTICES

To allow for election by acclamation, at least 90 days before the deadline for submitting nominations provide an initial notice by general delivery including all of the following:

(A) The number of board positions that will be filled at the election.

(B) The deadline for submitting nominations.

(C) The manner in which nominations can be submitted.

(D) A statement informing members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.

To allow for election by acclamation between 7 and 30 days before the deadline for submitting nominations provide a reminder notice by general delivery including all of the following:

(A) The number of board positions that will be filled at the election.

(B) The deadline for submitting nominations.

(C) The manner in which nominations can be submitted.

(D) A list of the names of all of the qualified candidates to fill the board positions as of the date of the reminder notice.

(E) A statement reminding members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting. This statement is not required if, at the time the reminder notice will be

delivered, the number of qualified candidates already exceeds the number of board positions to be filled.

At least 30 days before any deadline for submitting a nomination:

Provide general notice (Civil Code Section 4045) of the procedure and deadline for submitting a nomination. Individual notice shall be delivered pursuant to Civil Code Section 4040 if individual notice is requested by a member.

To allow for election by acclamation, within seven business days of receiving a nomination, provide a written or electronic communication acknowledging the nomination to the member who submitted the nomination.

To allow for election by acclamation, within seven business days of receiving a nomination, provide a written or electronic communication to the nominee, indicating either of the following:

(A) The nominee is a qualified candidate for the board of directors.

(B) The nominee is not a qualified candidate for the Board of Directors, the basis for the disqualification, and the IDR meet and confer procedure, by which the nominee may appeal the disqualification.

Note: The Association may combine the written or electronic communication described in the two paragraphs above into a single written or electronic communication if the nominee and the nominator are the same person.

At least 30 days before the ballots are distributed:

For elections of directors and for recall elections, provide general notice (Civil Code Section 4045) of all of the following:

A. The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the inspector or inspectors of elections;

B. The date, time, and location of the meeting at which ballots will be counted; and

C. The list of all candidates' names that will appear on the ballot.

Individual notice of the above paragraphs shall be delivered pursuant to Civil Code Section 4040 if individual notice is requested by a member.

The Association shall retain, as association election materials (Civil Code Section 5200(a)(13)), both a candidate registration list and a voter list. The candidate list shall include name and address of individuals nominated as a candidate for election to the Board of Directors. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. Members shall be permitted to verify the accuracy of their individual information on both lists at least 30 days before the ballots are

distributed. The Association or the member shall report any errors or omissions to either list to the inspector or inspectors who shall make the corrections within two business days.

At least 30 days before the election:

A. The ballot shall be mailed to each Member with the two return envelopes; and

B. A copy of the Association's election rules shall be delivered by either of the following methods:

i) Posting the election operating rules to an internet website and include the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"; or

ii) Individual delivery, as described in California Civil Code section 4040.

CERTIFICATE OF SECRETARY

I am the Secretary of the Glenwood Assn., Inc, and I certify that the foregoing Election Rules were adopted by a majority of the Directors present at duly noticed open meeting of the Board of Directors held on February 22, 2022, at which a quorum was established.


Judy Flowers (Mar 24, 2022 16:26 PDT)

Secretary

EXTERIOR HOUSEKEEPING

GENERAL: The Glenwood townhouse complex is located on eleven acres of prime real estate in the City of Fullerton. It represents a multi-million-dollar investment. We each own 1/68th of the investment. Failure of a homeowner to maintain his/her portion of the investment (i.e., front area, driveway, patio, and garage) can adversely affect the overall value of the complex and our individual investments.

FRONT ENTRY PLANTINGS: Homeowners are responsible for the planting and maintenance of the entry area under the eave of the home.

PAINTING: The Association is responsible for painting the building exteriors. Homeowners are responsible for paint touch ups after homeowner repairs. At no time may a homeowner deviate from the existing exterior color scheme. The Association maintains a limited supply of touch-up paint, available for homeowner use. Paint for large areas such as balconies and garage doors must be purchased by the homeowner. The color and number may be obtained from the Architectural Committee Chairperson.

HANGING LAUNDRY: Hanging laundry is prohibited on balconies, fences, or locations visible from adjoining units, greenbelts, or the street. This includes inside the garage when the garage door is open.

DRIVEWAYS/WALKWAYS-REPAIR/REPLACEMENT: The repair or replacement of all driveways or walkways within Lot #69 of Glenwood Association shall be at the sole discretion of the Glenwood Association Board of Directors with input from the Architectural Committee. Should an individual homeowner wish to extend the area to be repaired, it may be done with the approval of the Glenwood Association Board of Directors. Any additional cost incurred by Glenwood Association will be paid by the individual homeowner requesting the supplemental work.

SIGNS: One FOR SALE or FOR RENT sign, no larger than three feet square in size, may be placed within the eave line of the unit. Political signs, distribution or posting flyers, solicitations and advertising are prohibited on Glenwood common area. Small house numbers and name signs in good taste are allowed within the eave line of the unit.

HOLIDAY DECORATION: Decorations may not extend beyond the unit lot line with the exception that bushes immediately adjacent to your property maybe lighted. Trees on common grounds may not be wrapped, draped, lighted, or decorated in any manner. DECORATIONS MUST BE REMOVED NO LATER THAN 10 DAYS FOLLOWING THE HOLIDAY.

SEASONAL FLAGS/BANNERS/AMERICAN FLAGS: An American flag, or an appropriate seasonal flag, or a banner is permitted if it is in good condition and flying from a flagpole. The American Flag may be hung on the garage door or balcony.

GARAGES

GENERAL: Garages are designed for the parking of two vehicles only and cannot be converted for living, recreational, or commercial activities.

GARAGE DOORS: Garage doors must be kept closed except when entering or leaving or when working in the garage. Opening a garage door part way for the purpose of ventilation is not permitted.

NEW GARAGE DOORS: New garage doors must conform to a Glenwood Association approved door. It is the homeowner's responsibility to paint the new door within 10 days of installation. Contact the Architectural Committee for the list of approved doors and the authorized brand name and color of the paint to be used.

WORKING IN THE GARAGE: Garages may be used for minor auto repairs and hobby activities. Auto repair on driveway aprons is strictly prohibited. Lubricants must be used within the confines of the garage, not in the driveway. The use of volatile solvents is prohibited by law. In the event of fire caused by such solvents, the owner shall be responsible for all damage to his own and/or other property. Lubricants or other residue may not be disposed of in Glenwood. When working in the garage, we all must be considerate of our neighbors by keeping noise levels to a minimum. Please keep your hours of activity reasonable.

HOUSEKEEPING AND STORAGE: As a courtesy to fellow residents, please maintain your garage in a clean and orderly manner. If used for general storage and in the event of a fire it is found this is the cause of the fire, it is possible the Glenwood Association's insurance would not cover the loss.

INSURANCE

GENERAL: Glenwood Association maintains a Master Insurance Policy for all homeowners. The original policy is on file at Glenwood Association; each homeowner should have a current Certificate of Insurance. Glenwood Association will advise each homeowner, lender of record, and other certificate holders of any information change.

MASTER INSURANCE POLICY: The Master Policy protects all homes and common areas for fire on a blanket basis. It also contains liability protection for the Association. The cost of this policy is shared by all homeowners and is paid out of our monthly Association fees. The Master Policy does not cover personal property. The Master Insurance Policy has a \$10,000 deductible clause payable by the responsible party.

CLAIMS: Individual owners may not file a claim directly with Glenwood Association's insurer. All claims against Glenwood's Master Policy must be forwarded to the Management Company for Board of Director approval prior to submission to Glenwood Association's insurance company.

PERSONAL PROPERTY INSURANCE: Homeowners are encouraged to carry insurance to protect personal property and personal liability. Damage caused by an individual homeowner, when such damage is confined to the interior of the home and does not involve any structural member, is not covered by the Association's Master Policy.

RENTAL INSURANCE: Homeowners who rent their Glenwood property should consult an insurance agent to ensure that proper coverage is maintained. Tenants are also encouraged to provide themselves with personal property and liability insurance.

EARTHQUAKE COVERAGE: Glenwood carries general earthquake insurance coverage, as described in your Certificate of Insurance, limited by the constraints of the State of California and the insurance company.

Rate changes in general coverage are not controlled by Glenwood Association and fluctuation in rates for either earthquake or fire coverage directly affect the monthly Association fees.

Residents should contact their insurance carrier if they wish to carry earthquake insurance on personal property.

RENEWAL: The Board of Directors spends considerable time when renewing insurance policies to ensure the best coverage at the lowest cost. Questions concerning Glenwood Association insurance should be directed to the Management Company. Questions regarding personal insurance should be directed to your insurance company or agent.

LANDSCAPING

It is the intention of Glenwood Association to maintain overall continuity of planning following accepted standards of qualified landscape architects and maintenance companies. The landscape service must also conform to the strict budget allocation of Glenwood Association.

Lot 69 belongs to all Glenwood homeowners jointly; none of us can decide individually how to plant or maintain it. The following Rules and Regulations are designed to help the Glenwood homeowner and/or resident, Glenwood's Board of Directors, and the Landscape Committee to maintain a landscape environment in which we can all take pride.

LOT DEFINITION: A lot is defined as being that area within the drip line of the eaves and within the patio fence of each unit. This area is clearly outlined on all maps of the complex.

OWNER PLANTING & ENTRANCEWAY: Owners are responsible for the planting and maintenance of such plantings on their individual lots. Entrance ways are of particular significance to the total image of Glenwood; and entrance ways located on individual lots shall be maintained in a manner in keeping with the maintenance level of the general area. If this is not done in a manner satisfactory to Glenwood Association, the maintenance will be assigned to the landscape service and the owner will be charged a fee for such work.

ENTRANCE WAY UPGRADES: Owners are encouraged to upgrade their entrance way. Major changes to an entrance way must be approved by the Architectural Committee and, if necessary, the Landscape Committee.

LOT 69: Lot 69 comprises all the common grounds surrounding the owner lots, including streets, walkways, clubhouse, swimming pool, lawns, trees, shrubs, and other plantings, including those in the east and west ravines. Please remember that much of the landscaped area of Lot 69 is also the front, side, or back yard for fellow residents. When using these areas, consideration should be given to noise levels and to the other residents' privacy.

LANDSCAPE MAINTENANCE: Maintenance of Lot 69 is performed by professionals under contract to the Association. Owners, residents, and guests may not:

Adjust or operate the sprinkler system. Care, adjustment, and maintenance of sprinkler/irrigation system is solely the responsibility of the Landscape Maintenance service.

Plant in Lot 69 without written approval of Glenwood Association. If approved, such special planting must be maintained by the resident who planted it and by all future owners of the unit lot. Individuals may request permission to assume responsibility for restricted areas of Lot 69 in order to beautify and enhance it by creating flower beds or planting trees. Request permission by submitting a plan to the Landscape Committee for Committee and Board approval.

PRUNING ON LOT 69: Pruning on Lot 69 is not permitted except by Landscape Maintenance personnel. If an owner desires special trimming or pruning in Lot 69, a written request should be addressed to Glenwood Association c/o the Management Company. The Management Company will then contact the Landscape Committee.

TRASH/CLIPPING DISPOSAL: By contract, the Landscape Maintenance company is responsible for removing only the yard waste and trash they generate. Owner-generated yard waste or trash must be placed in the owner's yard waste designated container and disposed of on Glenwood's trash day. Anything left by the City of Fullerton on trash pickup day remains the owner's responsibility for disposal.

PETS

GENERAL: Pets are more than welcome in Glenwood when properly controlled. Pet owners must abide by the rules for pets.

LIMIT: The Glenwood CC&Rs limit any household to two pets.

LEASH: Dogs, regardless of size, breed or gender are not permitted on any portion of common areas unattended. They must be on a leash at all times (day and night) when they are in the outdoor common areas.

DOG WALKING: Owners must pick up and dispose of pet waste residue immediately and properly. This is not only a Glenwood rule, it's the law! Please make an effort to have your pets use areas other than front lawns.

BARKING/HOWLING: Pets that bark or howl regularly or incessantly are considered a nuisance. Owners of such animals will be required to take corrective action.

NUISANCE: The Association may require a resident to remove a particular pet from Glenwood if it continually annoys or disturbs neighbors and/or service personnel, or that is considered dangerous. If such a pet is not removed by the homeowner, Animal Control will be contacted to remove the pet.

DAMAGE: The pet owner is responsible for any damage to Glenwood property caused by their pet.

CLUBHOUSE/POOL ENCLOSURE: Pets are not allowed in the Clubhouse or Pool enclosure at any time.

POOL

GENERAL: Glenwood Association offers the pool area for the use and enjoyment of its residents and assumes no liability in connection with its use. The pool heater is turned on in the Spring and turned off in the Fall of each year.

LIFEGUARD: There is no lifeguard on duty. Residents who use the pool are solely responsible for their own safety and for the safety of their guests.

EXCESSIVE RUNNING OR HORSEPLAY: Excessive running or horseplay is PROHIBITED.

HOURS: The pool may be used during daytime hours and until 10 PM at night.

AGE LIMIT: All persons under the age of 18 must have adult supervision at all times. Unaccompanied children under age 18 will be asked to surrender the key used to gain admittance to the area and asked to leave.

GUESTS: Guests not accompanied by a resident must be over the age of 18. Residents are responsible for their guests.

SMALL CHILDREN: Children wearing diapers are not allowed in the pool.

ATTIRE: Wet swimsuits and bare feet are prohibited in carpeted/furnished areas.

SMOKING: Smoking, including but not limited to cigarettes, e-cigarettes, cigars, and pipes, is prohibited at all times in all areas of the Clubhouse facility and Pool area.

FOOD AND DRINK: Glass is prohibited in the pool enclosure. All food and drinks must be in paper, plastic, or metal containers. **Portable barbecues are prohibited in the pool enclosure.**

HOUSEKEEPING: Glenwood does not contract for daily cleaning service around the pool. The daily cleaning you may be aware of is done by your neighbors who volunteer on the Pool Committee. You must dispose of your own trash, wash up spills, wipe off tables, and return furniture back to original position and location after use.

POOL TEMPERATURE: The water temperature is set by the Pool Committee or the pool service contractor and must not be changed. Requests for temperature change should be made to the Board of Directors.

POOL RENTAL: The swimming pool is for the use and pleasure of ALL residents. It is **not available** for private event rental.

LIGHTS: Pool and Clubhouse lights are on timers and adjusted periodically according to the hours of daylight.

PETS: Pets are prohibited in the Clubhouse and Pool area at all times.

RENTED/LEASED UNITS

GENERAL: The homeowner assumes full responsibility for units that are rented or leased. This includes ensuring the tenant receives and reads a copy of, and agrees to abide by, the Rules and Regulations and all Board of Director decisions and directives.

INTERFACE: Tenant questions and problems must be resolved between the tenant and the homeowner. If a situation arises that requires Board of Director involvement, the homeowner must bring the matter to the Board's attention.

RULES & REGULATIONS: The homeowner assumes responsibility for resolving any problems and/or fines levied against the unit as a result of the tenant's failure to abide by Glenwood Rules and Regulations and for damages incurred on Glenwood property as a result of tenant negligence.

BOARD OF DIRECTORS DECISIONS/DIRECTIVES: The homeowner is responsible for keeping the tenant apprised of Board of Director decisions and directives that may affect them.

POOL/GATE KEYS: Distribution of Glenwood Pool/Gate keys is controlled. Keys are not to be duplicated. Each homeowner is furnished with one key stamped with the unit's lot number. A second key is available for a non-refundable \$100 fee. There is a \$100, non-refundable, assessment for replacement of a lost key. Additional keys may not be purchased by the homeowner to give to a tenant. If the homeowner chooses to allow Clubhouse/Pool area access as part of the rental agreement, the numbered unit key(s) must be provided to the tenant by the homeowner.

SECURITY

GENERAL: There have been relatively few security problems at Glenwood. This is due in part to Glenwood's single entrance/exit access, and in part to the willingness of residents to take an active role in watching out for suspicious activity.

SECURITY PATROL SERVICE: Glenwood Association contracts with a Security Patrol Service for patrol every night. The service includes inspection of access control to property, green belts, pool area, clubhouse, streets, lighting, and overnight parking. Any person, whether homeowner, resident, guest, or uninvited guest, or uninvited person, on the common grounds at the time of inspection is subject to challenge by the Security Patrol Service.

ACCESS CONTROL/GATES: There are three gates that lead into Glenwood. The South Malvern entrance gate is always open. The North gates at the end of Glenwood Drive and on the Golden Hills School easement are closed and locked at all times to make our streets unavailable to through traffic.

Keys to the North vehicle gates are held by the Board of Directors and the Fullerton Fire Department. The pedestrian gate in the Glenwood Drive North vehicle gate can be opened with the unit numbered key. Please ensure the gate locks securely behind you.

LIGHTING: Street lights are the responsibility of Glenwood Association. They operate by photocell to turn on automatically at dusk. Residents are encouraged to call the Management Company if they observe the need for replacement or repair of Glenwood lighting.

ADDITIONAL LIGHTING: Homeowners are encouraged to install additional lighting around their units.

GLENWOOD PARKING RULES AND REGULATIONS MAY 2021

Glenwood streets are private, and they are our sidewalks. Lighting and street maintenance are provided by the Association. Glenwood streets must conform to City requirements and Fire Department regulations in order to maintain insurance coverage, Fire and Police protection.

SPEED LIMIT: The posted speed limit for Glenwood is 15 MPH. Persons who exceed the posted speed limit are subject to fine and assume full responsibility in the event of accident or injury.

TRAFFIC DIRECTIONS: Glenwood Drive and Glenwood Terrace are two-way streets. Due to its restricted width Glenwood Circle is a **ONE-WAY STREET** in order to satisfy insurance and City requirements. Any person driving the wrong way on Glenwood Circle is liable in the event of an accident-causing damage to property, other automobiles, or injury to pedestrians and is subject to fine.

ADULT MOTORIZED CARTS: Adult motorized carts and wheelchairs are permitted on Glenwood streets. For your safety and the safety of others, please ride close to the curb and observe normal traffic directions and laws.

RECREATIONAL/COMMERCIAL VEHICLES: No boat, trailer, truck, camper, recreational or commercial vehicle of any kind shall be parked in excess of eight consecutive (8) hours on the streets of Glenwood.

DEFINITION OF COMMERCIAL VEHICLE: A commercial vehicle is one that weighs in excess of 6000 pounds or has more than 2 axles, whether a pickup truck, van, SUV or any other vehicle. A vehicle displaying the name of a business shall not be considered a commercial vehicle for purposes of these Rules and Regulations if the vehicle is used for personal, day-to-day transportation by a Glenwood homeowner or resident.

GENERAL PARKING: Glenwood streets are narrow. Vehicles must be parked close to the curb and not block driveways. Any vehicle parked to block access or prevent the flow of traffic will be considered a fire lane violation and will be towed away at the vehicle owner's expense without additional notice or warning. Parking is prohibited around the "ISLAND" planter on Glenwood Circle. Parking is not allowed in areas painted red except upon prior written approval by the Board of Directors, or is a vehicle that meets one of the exceptions below. The Security Company will enforce the parking rules.

The resident/homeowner must make arrangements to ensure he/she has obtained prior written approval from the Board of Directors for any vehicle that needs to be parked in areas painted red. The arrangements are necessary to ensure the vehicle will not block or prevent the flow of traffic. The approval from the Board will be specific to times and dates. No approval will be given for times before 8 a.m. or after 5:00 p.m., or for a period that exceeds three (3) days. Please contact the Property Management Company with your written request. Justification for why the vehicle needs to be parked in areas painted red must be provided.

Exceptions to parking in areas painted red:

- USPS mail truck while making deliveries.
- Delivery trucks such as Fed-Ex while delivering and/or picking up packages.
- Moving vans and delivery trucks while unloading and loading furniture and/ or appliances.

- Homeowner/resident washing their vehicle in front of their garage.

Vehicles parked in areas painted red that do not have prior approval from the Board of Directors, or not covered by the exceptions identified above, are subject to tow away at the vehicle owner's expense without additional notice or warning. The Property Management Company, the Board of Directors, or the Security Committee will contact the Security Company to have the vehicle towed.

PARKING PERMITS FOR VEHICLES:

There is no overnight street parking in Glenwood between the hours of 2 a.m. and 5 a.m. except by limited permit. All vehicles parked overnight on the streets of Glenwood Association must be parked in spaces designated "Overnight Parking By Permit Only." These spaces are located:

6 -by the Clubhouse

4 - by the North Gate

2 - on the Terrace

Contact the Security Company and use the Safelist Program for overnight guest parking or temporary homeowner/resident overnight parking.

The Security Company is authorized through its Safelist Program to issue 15 overnight parking passes in one 90-day period per household. Each resident has a unique Safelist number assigned to be used in the program. The maximum time period for a parking permit cannot be longer than a two (2) week period (from starting to ending date). A parking permit cannot be issued for a period exceeding the maximum time period without prior written approval from the Board of Directors. If a vehicle needs to be parked longer than the maximum time period, a written request justifying the need for the extension must be made to the Board of Directors for its consideration. Approval by the Board of Directors is made on a case-by-case basis.

OVERNIGHT PARKING PERMITS FOR GUESTS: The Security Company must be contacted for guest overnight parking. The homeowner/resident will contact the Security Company to obtain the overnight guest-parking pass. Each overnight guest-parking pass is good for one day only and covers the period from 2 a.m. to 5 a.m. of that day. Remember your guest is only authorized to park overnight in the designated overnight parking spaces. A guest vehicle parked overnight without a parking permit, or a guest vehicle parked overnight with a parking permit but not in a designated overnight parking area, will be towed away at the vehicle owner's expense without additional notice or warning.

OVERNIGHT PARKING PERMITS FOR GLENWOOD HOMEOWNER/RESIDENT

VEHICLES: The Security Company must be contacted for overnight parking for homeowner/resident vehicles. The overnight parking pass is good for one day only and covers the period from 2 a.m. to 5 a.m. of that day. Homeowners and residents are only authorized to park overnight in the designated overnight parking spaces.

Please be aware that due to limited parking spaces, overnight parking on the streets by homeowners/residents should rarely occur. Homeowners and residents are expected to use their garages or driveways to park their cars.

Homeowner /resident vehicles that have a G sticker but do not have a parking permit will subject the homeowner to a monetary fine of \$50, \$100 and \$200, respectively for the first three (3) overnight violations occurring within any rolling ninety (90) day window. On the fourth overnight violation, and on any subsequent overnight violations, occurring within any rolling ninety (90) day window, the vehicle will be towed away at the vehicle owner's expense, additional fines of \$200 will be imposed for each violation, and the residence's G sticker(s) shall be subject to revocation. Homeowner or resident vehicles that do not have a G sticker and do not have a parking permit will be towed away at the vehicle owner's expense without additional notice or warning, and the homeowner shall also be subject to a monetary fine of \$50, \$100, and \$200, respectively for the first three (3) overnight violations occurring within any rolling ninety (90) day window. On the fourth overnight violation, and on any subsequent overnight violations, occurring within any rolling ninety (90) day window, additional fines of \$200 will be imposed for each violation.

A G sticker may be obtained from the Security Committee Chair. When a G sticker is requested by a homeowner/resident for their vehicle, the vehicle make, model, color and license plate number must be provided in their request. The G sticker is then assigned to that specific vehicle and license plate number. The assigned G sticker cannot be used on any other vehicle. Only two G stickers are issued per household. The G sticker should be affixed to the lower left side rear window and be visible.

Monthly reports are provided by the Security Company and reviewed by the Security Committee and Board of Directors to ensure that Glenwood Association's parking rules and regulations are followed.

If abuse is identified, the Association shall have the right at the discretion of the Board to take necessary actions which include but are not limited to rescinding the G sticker privilege, reducing the number of overnight parking passes, or rescinding overnight parking privileges.

GLENWOOD VEHICLE AND RESTRICTED VEHICLE PARKING ON COMMON AREA DRIVEWAYS AND WALKWAYS

1. DEFINITIONS

- A. The term Common Area as used in this Rule has the same definition as given in Section 7 of Article I of the CC&Rs.
- B. The term Driveway as used in this Rule shall mean the driveway aprons or approaches, and/or the portion of the driveway located on the Common Area between the driveway apron or approach and the dripline of the roof over a residence's garage.
- C. The term **restricted vehicle** as used in this Rule shall mean and include, without limitation, buses, limousines, commercial vans, commercial trucks, recreational vehicles, camper trailers, mobile homes, motor trucks with more than two axles, boats, trailer coaches, truck tractors, all-terrain vehicles, any motorcycles, any vehicle with 3 or more axles, any non-operable vehicle, or any similar vehicle or equipment.
- D. The term **vehicle** as used in this Rule shall mean and include all two axle vehicles that are not restricted vehicles.
- E. The term **Walkway** as used in this Rule shall mean a walkway that is located on the Common Area.

2. PROHIBITION AGAINST VEHICLE PARKING ON A DRIVEWAY FOR MORE THAN 72 HOURS

Vehicles parked or kept on a Driveway must be moved at least six (6) feet every seventy-two (72) hours.

3. PROHIBITION AGAINST RESTRICTED VEHICLE PARKING ON THE DRIVEWAY OVERNIGHT

Restricted Vehicles shall not be parked on a Driveway any time between the hours of midnight and 5:00 am.

4. PROHIBITION AGAINST OSTRUCTING A COMMON AREA WALKWAY WITH A VEHICLE OR RESTRICTED VEHICLE

At no time shall any Vehicles or Restricted Vehicles be parked in such a manner as to impede, block, or obstruct ingress, egress, or access over any Walkway.

5. REMEDIES FOR VEHICLE VIOLATION

Vehicle violations will subject the homeowner to a monetary fine of \$50, \$100, and \$200, respectively, for the first three (3) violations occurring within any rolling ninety (90) day window. On the fourth, and on any subsequent violations occurring within any rolling ninety (90) day window, the vehicle may be towed away at the Vehicle owner's expense, and additional fines of \$200 will be imposed for each violation.

6. REMEDIES FOR RESTRICTED VEHICLE VIOLATION

Restricted Vehicles will be towed away at the Restricted Vehicle owner's expense.

The purpose and intended effects of this addition to the Rules and Regulations are to protect the value and desirability of the community by not allowing (i) Vehicles to be parked or left on Driveways without being moved, (ii) Restricted Vehicles being parked on Driveways overnight, (iii) to prevent and abate annoyances or nuisances to other residents related to Vehicles parked or left on Driveways without being moved and Restricted Vehicles being parked overnight on Driveways; and to limit the risk of liability to the Association for injuries or accidents on the Common Area related to Vehicles and Restricted Vehicles parked or left on Walkways.

TRASH, CLIPPINGS & DEBRIS

A large part of the appeal of Glenwood is careful attention paid to its overall appearance. Each of us has an obligation to ourselves and to our neighbors to do our part to maintain this image by ensuring that trash, clippings, and other debris are removed and disposed of promptly.

WEEKLY TRASH PICKUP: The City of Fullerton picks up Glenwood trash weekly on Thursday morning. (Trash pickup is on Friday morning if the work week contains a legal holiday.) Trash bins should be placed at the curb in front of your unit (not on lawn or planted areas) no earlier than 4:00 PM Wednesday afternoon. Empty containers must be off the street no later than 8:00 PM Thursday evening. When you are not going to be home, please arrange for a neighbor to set out and return trash containers within these timeframes.

CITY-APPROVED TRASH DISPOSAL: All trash must be placed in City-provided green recycle or black trash and green waste bins per Republic Services instructions. Contact Republic Services at (800) 700-8610 forty-eight (48) hours in advance of regular pickup to make special arrangements for pickup of items too large for the bins.

If you see loose paper or other debris lying about our neighborhood, please dispose of it properly.

DUMPSTERS: Residents may hire a dumpster for heavy construction work on the condition it does not remain on Glenwood property longer than 48 hours. Damage of any nature caused by the dumpster is the homeowner's responsibility. Violators will have dumpsters removed at their expense.

RULES VIOLATIONS

No one likes to be regimented, but since we are completely encircled by common ownership interest, we must have some “rules of the road” in order to maintain Glenwood’s high living standard and property value.

The Declaration of Covenants, Conditions, and Restrictions (CC&Rs) state that each owner, tenant or occupant of a lot or unit shall comply with all the provisions of the CC&Rs, the Bylaws, and the Rules and Regulations of the Association or its duly authorized representatives. Failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief.

By law, the Board of Directors must oversee the CC&Rs, Bylaws, and Rules and Regulations. The Board must be advised of any violations and follow through as outlined in the recorded document. Homeowners or residents observing a rules violation are asked to advise the Board in writing and in detail.

NOTICE OF VIOLATION: If a homeowner or tenant receives a notice of rules violation, please accept it as required by the Board in adherence to the recorded documents. It has been found in the past that most violations are quickly corrected as soon as the notice is given. This fact is appreciated by the Board and the Glenwood membership as a whole.

RIGHT OF HEARING: A homeowner receiving a notice of rules violation has the right to request a special hearing before the Board to discuss the matter and settle it in an amicable manner. Application for a hearing must be made in writing to the Management Company within 15 days of issuance of the violation notice. The Management Company will contact the Board to set a date and time for the meeting and will notify the homeowner as well.

In the event a cooperative response to a violation notice is not received, the Board is empowered and instructed to follow enforcement of the provisions of the CC&Rs, Bylaws, Rules and Regulations, and Schedule of Fines.

SCHEDULE OF FINES

ARCHITECTURAL /LANDSCAPING

Unauthorized structural additions or modifications installed or removed.	\$100.00
Installation of any equipment of any kind whatsoever on roofs without pre-approval.	\$100.00
Unauthorized greenbelt landscaping, additions, modifications, removal, or destruction.	\$50.00
Blocking of or damage to irrigation sprinklers or street lighting.	\$50.00

PETS

The Board of Directors will assess whatever fine it considers appropriate for each violation, weighing the gravity of each violation and the history thereof.

COMMON GROUNDS

The Board of Directors will assess whatever fine it considers appropriate for each violation, weighing the gravity of each violation and the history thereof.

BULK TRASH DISPOSAL

Bulk disposal items (things that don't fit into your trash containers) <u>not picked up within a 24-hour period</u> after placed in outside areas that are visible to the community, such as street.	\$100.00
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PARKING AND TRAFFIC

Driving the wrong way when entering or leaving Glenwood Circle.	\$100.00
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Overnight Parking without safe listing/parking permit are subject to a monetary fine of \$50, \$100, \$200 for the first three (3) violations occurring within a rolling ninety (90) day window.

All other parking/traffic violations – The Board of Directors will assess whatever fine it considers appropriate for each violation, weighting the gravity of the violation and history thereof.

POOL

Children under age 18 in the pool enclosure without an adult in attendance.	\$50.00
Failure to observe pool hours.	\$50.00
Using glass of any kind in the pool enclosure.	\$50.00
Excessive running, horseplay, or noise.	\$100.00
Pets in clubhouse or pool enclosure.	\$50.00

OPERATING A BUSINESS

It is understood that many people work from their homes now. This is acceptable as long as the business conducted is of an administrative nature. Retail and resale businesses are not permitted, nor as any business venture that generates traffic, noise, or any other disturbance to your neighbors or the community.	\$100.00
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MALICIOUS MISCHIEF, PROPERTY DAMAGE, AND/OR VANDALISM

This fine will be levied on the homeowner where the offender resides or is visiting, regardless of the age of the offender. Juveniles are the responsibility of the parent or the host. Depending on the gravity of the offense, to be decided by the Board of Directors, plus all costs involved in correcting the damage, as well as prosecuting the offender to the full extent of the law.	\$100.00
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