

# **Sutter Brownstones Association**



## **Information Handbook**

# Table of Contents

**WELCOME.....1**

**DEFINITIONS OF COMMON TERMS.....2**

    Architectural Review Committee (ARC)..... 2

    Articles..... 2

    Assessments..... 2

    Association (also, HOA)..... 2

    Board of Directors (also, Board)..... 2

    Budget..... 2

    Bylaws..... 3

    CC&R’s..... 3

    Amended CC&’s..... 3

    Common Area..... 3

    Member (also, Homeowner, Owner) ..... 3

**ABOUT THE ASSOCIATION.....4**

**COMMUNITY INFORMATION.....5**

**COMMON AREA RULES & REGULATIONS .....6**

    Smoking..... 6

    Barbecues..... 6

    Conduct..... 6

    Guests..... 6

    Courtyard Quiet Hours..... 6

    Pets..... 6

    Violations of Rules and Regulations..... 6

**MAINTENANCE.....8**

**Owner Maintenance Obligations..... 8**

        Restrictions on landscaping and exterior alterations ..... 8

        Home Maintenance ..... 8

        Home Improvements..... 8

        Owner Maintenance Manuals ..... 8

        Colors and Exterior Finishes..... 8

# Table of Contents

Association Maintenance Obligations ..... 8

**COMMUNITY GUIDELINES ..... 9**

**CC&R Enforcement ..... 9**

**Restriction Summary ..... 9**

        Land Use ..... 9

        Signs..... 9

        Pets..... 10

        Business Activities..... 10

        Garbage..... 10

        Storage ..... 10

        Aerials and Satellite Dishes ..... 11

        Basketball standards..... 11

        Window Coverings ..... 11

        Balconies, Patios and Entry Porches..... 11

        Offensive or Noxious Activity or Conditions..... 12

        Holiday Decorations ..... 12

        Diseases and Pests..... 12

        Parking ..... 12

        Vehicle Maintenance or Repair ..... 13

        Architectural Approval ..... 13

        Procedures for Enforcement of the Community Guidelines..... 13

        Violation Notification..... 14

        Hearing Procedures..... 14

        Suspension of Privileges And Monetary Penalties. .... 15

        Fine Schedule..... 15

**ELECTION RULES ..... 17**

    Definitions..... 17

    Types of Elections Subject to these Rules ..... 17

    Qualifications for Voting and Voting Power of Memberships..... 17

    Nomination of Directors ..... 18

    Election of Directors ..... 18

    Form of Ballot..... 18

    Distribution of Ballots..... 19

    Proxies..... 19





    Inspectors of Election ..... 19

    Completion, Collection, and Tabulation of Ballots ..... 20

    Election Campaigns ..... 21

## Table of Contents

---

COMMON BASIC SAFETY TIPS.....	22
PHONE LIST .....	23
 Community Management.....	23
 Emergency & Dispatch Services.....	23
 Utilities .....	23
 City & State Offices .....	23
ASSESSMENT COLLECTION POLICY .....	24
INTERNAL DISPUTE RESOLUTION PROCEDURES.....	26
ALTERNATIVE DISPUTE RESOLUTION .....	28
VIOLATION COMPLAINT REPORT.....	30
HOME IMPROVEMENT APPLICATION .....	31
NOTES .....	33

---

---

## Welcome

---

---

Welcome to the Sutter Brownstones Association Community. In order to guarantee the long-term benefits of living in this community, several steps have been taken to help maintain its continued attractiveness. To make such guidelines possible, a document called the Declaration of Covenants, Conditions and Restrictions, or the “CC&R’s” is recorded at the time the project is approved. This document can be Amended and Restated to allow for changes. Since this document is recorded against each lot, the owner of each lot is subject to the terms and conditions it specifies.

Please remember that you are obligated to know and understand the governing documents of the community, including the CC&R’s, Bylaws, and Articles of Incorporation. This manual is intended to complement information contained in those documents by providing a general understanding of the expectations associated with being a part of the Sutter Brownstones community. Be sure that you read this manual in its entirety and that you and your family, guests, and tenants fully understand the rules and regulations it contains. Also, information in this manual is subject to change; additional and updated copies of this manual are available from your Community Management Agent.

Kocal Management Group, who provides continuity and independent accountability, professionally manages the Sutter Brownstones community. Under the direction of the Board, Kocal Management Group provides centralized communication services for homeowners and vendors, serves as the agent for the handling of Association funds and business records, and advises the Board about daily operations.

The Director of New Community Services is Monique Gardner, who can be reached at (916) 985-3633 x121 or via email at [mgardner@kocal.com](mailto:mgardner@kocal.com) if you have any questions regarding the Association.

---

P.O. Box 1459  
Folsom, Ca 95763-1459

[www.kocal.com](http://www.kocal.com)



Phone: (916) 985-3633

Fax: (916) 985-3744

Kocal Management Group, A division of The Management Trust has provided exceptional service to the greater Sacramento Area communities by remaining keenly in tune with each community's needs. In everything we do, from budgetary issues to cultural concerns, we strive to lead the industry in progressive and responsive service. Fostering strong communities and helping you make them a place to call home is our guiding mission. To help us achieve this goal, we bring together the best in people, resources, technology, innovation, experience and, most importantly, understanding. Understanding is a key enabler. It's what makes Kocal Management Group more than the typical community association management company. It's what makes us your active and dedicated partner.

---

---

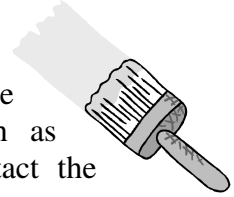
## Definitions of Common Terms

---

---

### **Architectural Review Committee (ARC)**

The CC&R's provide for architectural control of exterior changes to your home and lot. The Architectural Review Committee – composed of members of the Association – will process requests for exterior changes to homes, such as landscaping, fencing, painting, etc. To request an application, please contact the community manager.



### **Articles**

The Articles of Incorporation, or Articles, is the document that was filed with Secretary of State officially establishing Sutter Brownstones as a legally recognized not-for-profit corporation.

### **Assessments**

In order to help in the operation of the community, each lot owner, as a member of the Association, pays assessments in accordance with a budget determined annually by the Board of Directors.

### **Association (also, HOA)**

Sutter Brownstones Association, Inc. is non-profit corporation whose principal function is to manage the Association's finances, maintain the Common Areas, and enforce the guidelines in the CC&R's.

### **Board of Directors (also, Board)**

The Board of Directors is composed of Association members and is elected according to the guidelines in the Association documents. They are responsible for the administration of the Association, including the collection of assessments, maintenance oversight, and enforcement of the governing documents.

### **Budget**

The annual budget, which is created and approved by the Board, determines how much will be spent on various items and consequently, what the assessments will be.

### **Bylaws**

The rules that govern the internal affairs of the Association are the Bylaws. They detail how the authority given to the Association by the CC&R's will be administered.

### **CC&R's**

The Declaration of Covenants, Conditions, and Restrictions, otherwise known as the CC&R's, is the foremost governing document that is recorded against each lot in the community. This document gives the Association its power and authority and is the guideline that all operations of the community follow.

### **Amended CC&R's**

The CC&R's for Sutter Brownstones has been amended and restated by the Declarant. This amended document is the foremost and current governing document that is recorded.



### **Common Area**

Members of the Association share ownership of several properties of the Association, including the, entry monuments, private streets, and open spaces. These areas are collectively known as Common Areas.

### **Member (also, Homeowner, Owner)**

An owner of a lot in the Sutter Brownstones community is a member of the Sutter Brownstones Association.

---

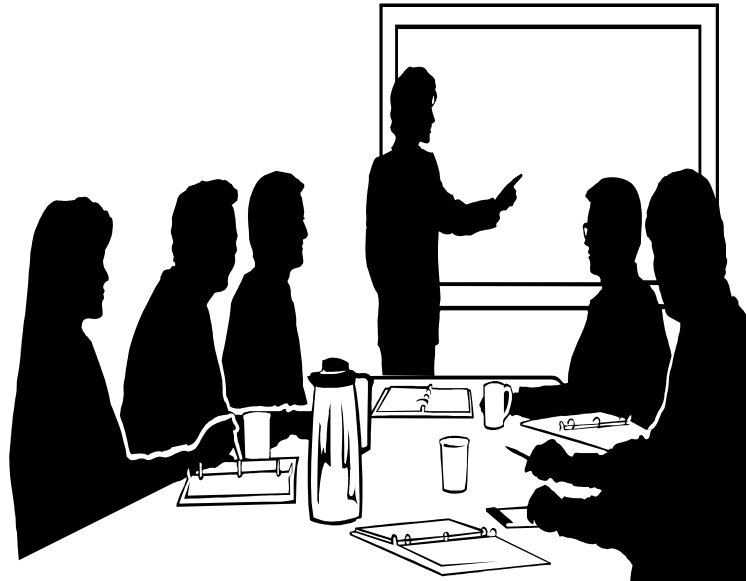
---

## About the Association

---

---

The Sutter Brownstones Association exists for the benefit of its members and to function, requires the cooperation of its members. Thus, members are expected to abide by the governing documents as well as to be mindful of their neighbors so that the community remains a pleasant place to live for everyone.



The Board administers the daily operations of the Association. They have hired Kocal Management Group to assist with this responsibility, as well as several vendors for the various aspects of the community's needs, such as landscape maintenance, legal counsel, and insurance.

Since the community elects the Board, they are given the authority to make decisions on most issues without a further vote from the members. However, owner participation is still imperative since the Board depends heavily on the input and feedback it receives from the members. All board and special meetings are open to the general membership. Owners are strongly encouraged to attend all meetings and vote during elections. Owner participation in the community is vital to its health and longevity.



---

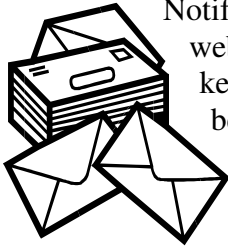
---

## Community Information

---

---

A primary goal of the Sutter Brownstones Association is to keep its members informed about its financial matters (assessments, financial statements, budgets), upcoming Board meetings, resolutions, policies, and community events.



Notifications are accomplished primarily through mailings or the Association website. However, as a member of the community, it is incumbent on you to keep yourself informed of events and issues. Additionally, the Association benefits when its members communicate concerns and issues with the Board. By practicing good two-way communication, the whole community benefits.

Kocal Management Group maintains copies of all Association information, including the governing documents, meeting minutes, financial statements, and homeowner account information. You can contact them to make an appointment during regular business hours to access certain information.

---

---

## **Common Area Rules & Regulations**

---

---

In order to enhance the enjoyment, safety and privacy of all homeowners and tenants, the Board of Directors of the Sutter Brownstones Association has established and adopted this set of Rules and Regulations to govern the use of your community Common Areas. These Rules and Regulations are meant to supplement, not replace or supersede, the Declaration of Covenants, Conditions and Restrictions for Sutter Brownstones. Please review these rules with all family members and guests. These rules are subject to change. Additional and updated copies of these Rules and Regulations are available from your Community Management Agent.

### **Smoking**

Smoking is strictly prohibited within the Common Areas.

### **Barbecues**

Barbecues are allowed on the decks, patios and balconies as long as they are supervised when in use and are cleaned up and put away when not in use.

### **Conduct**

Inappropriate conduct (such as abusive language, fighting, horseplay, unsanitary practices, and illegal activities) is not permitted within the common area owned by the Sutter Brownstones Association.

### **Guests**

All persons bringing guests are responsible for the actions of their guests. Guests are not permitted to bring other guests.

### **Courtyard Quiet Hours**

The courtyard quiet hours are between 10pm and 8am.



### **Pets**

Pets not allowed on any landscaped areas, path or walkway owned by Sutter Brownstones Association except on a leash. Pet residuals are to be cleaned up immediately in the appropriate manner.

### **Violations of Rules and Regulations**

Person(s) found in violation of the rules and regulations set forth herein, or found vandalizing any structure or area owned by Sutter Brownstones Association may be subject to suspension of use privileges, and will be held liable for any damages. The Sutter Brownstones Association Board of Directors shall have final say when determining rules, violations, and compliance. All vandalism is reported to law enforcement. Additionally, at the discretion of the Community

Management Agent, a person's privileges may be suspended, pending a hearing before the Board of Directors for the Sutter Brownstones Association.

**Enjoy your beautiful community and thank you for keeping your Common Areas safe and in good condition!**

---

---

# Maintenance

---

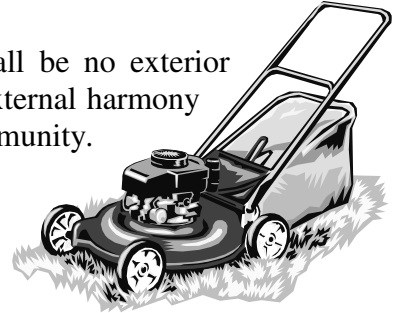
---

## **Owner Maintenance Obligations**

The following is a summary of maintenance items that are the responsibility of each homeowner.

### **Restrictions on landscaping and exterior alterations**

No planting or gardening shall be done on any lot, and there shall be no exterior alteration of the appearance of residences in order to preserve the external harmony and uniformity of appearance of residential structures within the community.



### **Home Maintenance**

All home care and maintenance is the responsibility of each lot owner.

### **Home Improvements**

All exterior home improvements are subject to the ARC approval process *prior to the start of any work*. This includes, but is not limited to, decoration, modification, demolition, construction, alteration, or excavation. Such changes may also be subject to approval by the City and/or County; owners will need to obtain any necessary permits beforehand.

### **Owner Maintenance Manuals**

The association shall maintain at the management offices and shall provide to each owner upon request a Maintenance Manual prepared by the Declarant. Each owner acknowledges and agrees that the owner is required to comply with all of the recommended maintenance obligations and schedules set forth in the maintenance manual.

### **Colors and Exterior Finishes**

Unless otherwise approved by two thirds of all owners, no change shall be made to the exterior colors or finish materials from those originally installed or used by the developer in construction of the residences.

### **Association Maintenance Obligations**

The Sutter Brownstones Association shall be solely responsible for all maintenance, repair, upkeep and replacement within the common areas, auto court areas, pedestrian courtyard areas and walkway areas of the development. The association is also responsible for the repair and replacement of the fence along the eastern boundary of Lot 23. The Association will keep them clean and attractive while ensuring safety and functionality.

---

---

## Community Guidelines

---

---

The CC&R's provide an extensive, detailed list of what is and is not allowed in the Sutter Brownstones community. Please read this document completely. The following list is meant to summarize those restrictions for convenient reference. Please refer to Article VIII of the CC&R's for more information on these items.

By observing the community Covenants, property values and livability are maintained and the long-term benefits of your Association are assured an extended future.

### **CC&R Enforcement**

The Board of Directors monitors and enforces violations of the CC&R's. The governing documents bestow the authority to notify owners of violations, require correction of such violations, and possibly institute a fine as a penalty for continued noncompliance. In the case of ARC violations, owners may also be required to reverse the changes at their own expense.

### **Restriction Summary**

#### **Land Use**

Lots are for residential purposes only. Rental/Lease of a lot is permitted but tenants will need to acknowledge in writing that they have read, understand, and will follow the governing documents. The lot owner is responsible for gaining tenant or guest compliance with documents, rules, and regulations and will be responsible for any damages or fines that result from their violations.

#### **Signs**

No signs whatsoever which are visible from any adjacent street or neighboring residence will be allowed except:

Legal proceedings;

One identification sign for each residence;

No more than one advertising a residence "for sale" or "for lease" the sign shall not exceed 18" X 24" and shall only be displayed in the front window of the Residence.

The ARC committee must approve all other signs, such as open house, security or surveillance services, or "no solicitation signs", in advance and in writing.

No signs must ever be erected within the common area.



Political and ballot measure signs, of reasonable size are permitted in the front window of the Residence only and must be taken down within two weeks after the election takes place.

Lots 8, 9, 20 and 21 (commonly referred to as a granny flat or studio) are permitted to have one sign advertising activity allowed pursuant to section 8.07 of the CC&R's provided the sign may not exceed 18" X 24", is professionally made, and location and design is approved in advance and in wiring by the Architectural Review Committee.

Please refer to Article VIII, Section 8.06 of the CC&R's for specific regulations and exceptions.

### **Pets**

A maximum of two common household pets are allowed per lot, no animals that are kept, bred, or maintained for commercial purposes are allowed. Owners should ensure that their pets are not a nuisance to their neighbors and that their pets don't damage other owners' lots or Common Area property. Dogs need to be leashed when outside the owner's lot and owners are responsible for maintaining sanitary pet cleanup in their yards or while on walks. Please refer to Article VIII, Section 8.05 of the CC&R's for details.

### **Business Activities**

No business or commercial activities of any kind whatsoever shall be conducted in any residents, garage or any portion of the lot without prior written approval from the board of directors. Owners are allowed to: Maintain a personal library, keep personal business records, handle professional telephone calls, use computers or other technology related to an owners business as long as these activities do not generate traffic, noise or involve other employees. Conducting any other activities on the lot otherwise compatible with residential use and the provisions of the CC&R's which are permitted under applicable zoning laws are permitted as long as the owner obtains a special use permit or specific governmental authorization, of which a copy is sent to the associations management company. Please refer to article VIII section 8.07 of the CC&R's for details.

### **Garbage**

No rubbish, trash, or garbage shall be allowed to accumulate on any lot. Trash bins are provided for residential use and shall be available for use by all residents of the development. However, because trash disposal facilities are limited any extraordinary accumulation of rubbish, trash, garbage or debris (such as those generated by moving, holiday decorations or home improvements) shall be removed from the community to a public dump or trash collection area by the owner.

### **Storage**

Storage of personal property in any lot shall be entirely within the enclosed residence. Carports are to be used solely for parking of vehicles. The Garages cannot be used for storage if such use will preclude the parking of one vehicle.



### **Aerials and Satellite Dishes**

Antennas or aerials for television/radio signals, satellite dishes or similar equipment are permissible if not more than one meter. The device shall be placed in the least conspicuous location on the roof of the residence. Please refer to article VI section 6.04 of the CC&R's for details. All devices are subject to FCC regulations and standards.



### **Basketball standards**

No basketball standard or fixed sports apparatus shall be attached to any residents or carport or erected on any lot or with in the common area.

### **Window Coverings**

In no event shall paper, cardboard, foil, sheets, blankets or brightly colored fabrics be used as window coverings.

### **Balconies, Patios and Entry Porches**

The following restriction shall apply to the use and improvement of balcony, patio and entry porch areas:

- The installation of tiles or flooring material on balconies, patios or entry porches is strictly forbidden, carpet, artificial turf or other material that can trap water next to the surface of the balconies, patios or entry porches is also prohibited.
- Existing drainage patterns on balconies, patios or entry porches must be maintained and kept free of debris and free flowing.
- Potted plants must have a tray placed beneath the pot to prevent water spilling onto the balconies, patios or entry porches. Such trays must be raised above the surface in order to allow sufficient airflow beneath such tray or device.
- Potted plant shall not be placed in a position on the balconies, patios or entry porches that will block any drains or obstruct drainage patterns.
- No items will be permitted to sit on any railings.
- Balcony, patio or entry porch furnishings must be in good condition and must be complementary to the exterior color scheme of the residence. Furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor of the balconies, patios and entry porches.
- No hanging screens, drying laundry, plants, banners, flags, wind chimes, birdfeeders or other objects may be hung from a balcony, patio or entry porch.
- Balconies, patio or entry porch may not be used for storage purposes including, without limitation, the storage of bicycles.
- All balconies, patios and entry porches must be kept clean and tidy.

- Balcony, Patio and entry porch furnishings and pots must be approved by the Architectural Review Committee prior to being put into place, and must be in accordance with Article V of the CC&R's.

### **Offensive or Noxious Activity or Conditions**

Please help preserve the enjoyment of other lots and Common Areas by not engaging in noxious or offensive activity or conditions, including commercial activity, which might be an annoyance or nuisance to the neighborhood.

### **Holiday Decorations**

1. ***Acceptable Timeframe.*** Decorations must be displayed no more than fifteen (15) days prior to the day of the holiday, and must be removed within fifteen (15) days after the holiday.
2. ***Wreaths.*** A wreath on an over-the-door hanger may be displayed on main entry doors provided that it does not harm their finish.
3. ***Damage.*** Each Owner is liable to the Association for any damage to the Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her guests, tenants, Invitees or any resident of his or her Residential Unit.
4. ***Lights.*** All holiday lighting must have a "UL" or comparable rating. Please ensure that lights do not disturb other Owners.

### **Diseases and Pests**

No owners shall permit any thing or condition to exist upon his or her lot, which shall induce, breed, or harbor infectious plant diseases, rodents or noxious insects.

### **Parking**

Because spaces for vehicle parking within the development are quite limited, the following restrictions on parking of vehicles shall be strictly observed and enforced:



**Garages:** The residents constructed on lots 6, 7, and 10 through 14, 15 through 19, 22 and 23 each have a single car garage that has a depth adequate to park one standard size passenger vehicle. All garages must be maintained in a neat and orderly condition all garage doors must be kept in a closed position when not in use. Garages are to be used for the parking of vehicles and trucks that are of a size that can fit entirely within the garage bay without the garage door open. Garages shall not be converted into living quarters, workshops or storage areas if such uses will preclude the parking of one vehicle in the garage.

**Carport Spaces:** The residents constructed on lots 1 through 5, 8, 9, 20, 21 and 24 through 28 do not have garages. Those residents have been assigned a carport parking space. No resident other than the owner of that residence shall be allowed to park in that assigned a parking space. No carport spaces shall be used for storage, all vehicles parked in carport spaces shall be licensed and operable. Carport spaces must be kept free of debris and engine oil. No owner shall place or



install in the carport area any trash container, any type of material or personal property (including tools or recreation equipment, flammable or toxic materials and nothing shall be attached to the carport walls, such as cabinets, hangers or pictures. Any storage of personal property in a carport shall be limited to overhead storage devices approved by the architectural review committee in accordance with Article V, section 8.09 of the CC&R's. If the owner fails to maintain their carport area, the Association shall have the right of entry to clean the carport and charge the owner.

There is no guest parking.

### **Vehicle Maintenance or Repair**

No motor vehicle shall be constructed, reconstructed or repaired within the development. No dilapidated or inoperable vehicle, including vehicles without wheels or an engine, shall be stored in the development. Emergency vehicle repairs will be allowed.

### **Architectural Approval**

**Submittal of Application:** Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Residential Unit, you must first submit an application to the Board/Committee for approval of such work. The neighbors surrounding your lot must sign all applications. A fee of \$100.00 must be included with each application. Please see application below.

**Failure to Obtain Approval:** Failure to obtain approval by the Board may constitute a violation of the Declaration, and may require modification or removal of unauthorized work of improvements at your expense.

### **Procedures for Enforcement of the Community Guidelines**

The Board of Directors is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Declaration, Bylaws, Community Guidelines or Architectural Guidelines. Enforcement of the Governing Documents depends on the participation and cooperation of all Owners, lessees and guests of the Owners.

**Reporting of Violations.** Violations may come to the attention of the Association through written complaints by Owners or through visual observations by one or more Board members or by the Association Management Company.

All complaints must be submitted in writing to the Board of Directors in care of the Association Management Company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation. Each complaint must cite the name, date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation. Complaints will be held in confidence to the extent permissible by law, however, is requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board of Directors to be heard regarding the alleged violation.

### **Violation Notification.**

First Notice. Upon observation of a violation or receipt of a written complaint, the Board may direct the Association Management Company to send a violation letter. The Association Management Company will send a written “friendly reminder” (the “**First Notice**”) to the offending Owner of record at the Owner’s last known address and, if the Residential Unit is rented, to the tenant. The First Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date.

Second Notice. If the violation is not corrected by the date set forth in the First Notice, the Association Management Company will send a second formal written notice of violation (the “**Second Notice**”) to the offending Owner of record at the Owner’s last known address and, if the Residential Unit is rented, to the tenant. The Second Notice will again describe the nature of the alleged violation and request correction of the violation by a stated date. The Second Notice will also advise that, if the violation is not corrected, the Board will schedule a hearing for the Owner and/or tenant to address the Board regarding the alleged violation at which monetary fines and penalties may be imposed, including the revocation of membership rights.

Third Notice – The Notice of Hearing. If the violation is not corrected by the date set forth in the Second Notice, the Community Management Company will send a formal written notice of hearing to the Owner/tenant scheduling a Board hearing on the violation and advising the Owner/tenant that monetary fines and penalties may be imposed (the “**Third Notice**” or “**Notice of Hearing**”). The Notice of Hearing shall be delivered personally or mailed by first class mail, certified or registered mail, return receipt requested, to the offending Owner at the last known address listed with the Management Company, and to the tenant at the tenant’s address within the Community, at least fifteen (15) days before the proposed date of hearing on the alleged violation. The notice shall contain the following: an explanation in clear and concise terms of the nature of the alleged violation; a reference to the provision(s) of the Governing Documents which the Member is alleged to have violated; and the date, time and place of the hearing.

The Notice of Hearing may also include the amount of any monetary penalties which may be imposed at the hearing if the violation is not corrected, and the amount of any additional monetary penalties which may be imposed at the hearing for the continuation and/or repetition of the violation and shall include a description of other penalties which may be imposed, including, without limitation, the membership rights which may be revoked by Board decision at the hearing.

### **Hearing Procedures.**

If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Third Notice (the “**Hearing**”). The Hearing will be held regardless of whether the Owner and/or tenant attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the revocation of membership rights in accordance with the Governing Documents. Any determination made by the Board is binding notwithstanding the absence of the Owner and/or tenant.

At the Hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. If an accused Owner and/or tenant fails to take the opportunity to be heard, the Board will decide the case on the facts presented in the written complaint(s) or on other pertinent oral or written evidence presented to the Board.

The Board will make a determination as to whether a violation was committed. If the Board determines that a violation was committed, the Board can impose reasonable monetary penalties and/or discipline against the Owner as provided for in the Declaration.

If the Owner/tenant has corrected the violation, the Board will not impose any monetary fines or penalties and will close the complaint or violation procedure. If the Owner/tenant continues to be in violation, the Board will determine what sanctions are appropriate.

If the Board imposes discipline, the Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery of first class mail, within ten (10) days following the action.

**Suspension of Privileges And Monetary Penalties.**

Should the Board find an Owner (and/or his guests, residents, or tenants) in violation of the Governing Documents, after reviewing the evidence presented at a hearing, pursuant to the guidelines set forth in the Association’s Declaration and Bylaws, the Board may in its discretion levy any or all of the following penalties and sanctions: Monetary fines; Suspension of an Owner’s (and/or his guests, residents or tenants) right to use the recreational facilities; Suspension of an Owner’s (and/or his guests, residents or tenants) membership rights and privileges; Suspension of an Owner’s right to vote on all Association business; Removal of any non-conforming structure or improvement; and Special Assessment against an Owner for any costs incurred by the Association, including attorney’s fees and costs, with respect to the violation.

**Fine Schedule.**

The Board may impose monetary penalties in accordance with the adopted (graduated) fine schedule stated below, be automatically imposed for each month or for each portion of a month that the violation continues without the need for further hearings on the violation.

First Fine	\$100.00
Second Fine:	\$200.00
Third Fine	\$300.00
Subsequent Fines/Legal Action:	Per Decision of the Board

All fines, including Special Assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Owner of the Residential Unit. Any and all fines shall be billed to the Owner's account for the Association.

The Association reserves the right to use any avenue of the legal system to enforce the Governing Documents against an Owner, including the collection of any fines imposed against an Owner for violating the Governing Documents.

## **ELECTION RULES**

These Rules have been adopted pursuant to Civil Code Section 1363.03. If Civil Code Section 1363.03 changes, the Civil Code will supercede provisions in the Bylaws or CC&Rs regarding elections. In that event, the rules will be changed and any conflict between the Rules and the Bylaws or CC&Rs, the Rules shall govern.

### **Definitions**

1. As used in these Rules, "Ballot" refers to a written document prepared in accordance with these Rules and mailed to the members of the Association entitled to vote in a particular election.
2. Any other terms with initial capitalization not otherwise defined shall have the same meaning as in the Bylaws or CC&Rs.

### **Types of Elections Subject to these Rules**

3. Except as otherwise allowed by law, these Rules shall be applicable to, and shall be the only method for conducting, all Association elections, including, but not limited to, regarding Assessments, Directors, Governing Documents, and the grant of exclusive use of Common Area to a Member. Annual and Special meetings of the Members may still be called, but votes on any matter requiring Member approval must be conducted pursuant to these Rules.

### **Qualifications for Voting and Voting Power of Memberships**

4. Article IV, of the Bylaws sets forth the qualifications for voting in Association elections, which are: every person or entity who is an owner of a lot shall be a member of the association and entitled to vote as provided in the declaration.
5. Co-Owners of a Lot, if otherwise qualified, shall be considered a single "Member Entitled to Vote" for purposes of these Rules.
6. Each Member Entitled to Vote shall be entitled to cast one vote for each matter to be decided by the election. In Director elections, each position to be filled on the Board is considered a separate matter to be decided, so that a Member Entitled to Vote may cast the number of votes equal to the number of positions on the Board to be filled.
7. There are two classes of voting in the Association. Class A. Each class A member shall be entitled to one vote for each lot owned. Class B. The Class B member shall be entitled to three votes for each lot owned and is defined as the Declarant.
8. Article IV, Section 4.04(d) allows cumulative voting: Each Member entitled to vote at any election of Directors, where two or more positions are to be filled I shall have the right to cumulate their votes by giving one candidate a number of votes equal to the number of Directors to be elected, multiplied by the number of votes to which the Member is entitled, or by distributing their votes on the same principle among as many candidates as they desire. Cumulative voting is subject only to the procedural prerequisite to cumulative voting prescribed in Section 7615 (b) of the Corporations Code.

### **Nomination of Directors**

9. Article VII, Section 7.04(c) sets forth the qualifications for serving on the Board of Directors, which are: a) a lot owner within the community, unless appointed by the Declarant; b) A member in good standing with the Association.

10. At least ninety days before the Association sends Ballots to the Members for election of Directors, the Board shall send a request for nominations to all Members, with a notice of the last date for submitting such nominations. Any Qualified Candidate may nominate themselves. Any such person shall complete, sign and return, by the date indicated, to the Nominating Committee (see below) the Application to be Director Nominee (Board Application), which will be included with the request for nominations. All persons so nominated shall be included on the Ballot for election of Directors. Candidates who have nominated themselves shall be identified as such on the secret ballot that is distributed to each Member.

11. At least sixty days before the Association sends Ballots to the Members for election of Directors, the Board shall appoint a Nominating Committee whose duties shall include reviewing all Board Applications to determine if a candidate is a Qualified Candidate. The Nominating Committee may also solicit persons to run for the Board, but shall require all such persons to complete the Board Application. Candidates who have been nominated by the committee will be identified as such on the secret ballot that is distributed to each Member.

12. At least thirty days before the Association sends Ballots to the Members for election of Directors, the Nominating Committee shall report to the Board the identity all persons who are Qualified Candidates and whose names shall appear on the Ballot. If any person has submitted a Board Application and has been found by the Nominating Committee not to be a Qualified Candidate, the Nominating Committee shall notify such person in writing of its finding and the reasons why such person was found not to be a Qualified Candidate.

### **Election of Directors**

13. The Ballots for Director Elections shall set forth the names of all Qualified Candidates whose names have been placed in nomination at the time the Ballot is issued.

14. Election of Directors shall coincide with the Annual Meeting of the Association, however if no Annual Meeting is held the election can take place at a properly noticed Special Meeting, no minimum number of Ballots is required to make a Director election valid.

### **Form of Ballot**

15. Elections conducted under these Rules shall be by a written Ballot mailed to each Member of the Association entitled to vote. Such written Ballot shall set forth the proposed action and provide an opportunity to specify approval or disapproval of the proposed action.

16. Ballots shall state the time by which the Ballot must be received by the Inspector of Election in order to be counted. The deadline for return of the Ballots shall be at least thirty days after the date the Association mails the Ballots to the Members, but the Board may authorize a longer time period for Ballot return.

17. The Ballot shall not on its face provide any method for identifying the Member who is voting. Instead, a double envelope system shall be used in which the marked Ballot is placed in a sealed envelope, which is then placed in another sealed envelope. In the upper left hand corner of the outer envelope containing the Ballot, the Member must print and sign their name, and indicate the mailing address of their Lot or Lot number.

### **Distribution of Ballots**

18. The Board may determine a record date for each election conducted pursuant to these Rules and the Owner of record on such record date shall be entitled to receive a Ballot. If the Board establishes no record date, the record date shall be the date the meeting.

19. Ballots shall be mailed by first-class mail to each Member Entitled to Vote at the address for the Member indicated in the Association records. If a Member wishes to have a Ballot sent to an address different than the address indicated in the Association's records, such member must notify the Association in writing of the address to which the Ballot is to be sent prior to distribution of the Ballots.

20. One Ballot will be provided for each Lot. In the event there are multiple Owners of Lot, the Owners must jointly decide how the Ballot is to be completed. If a Ballot is misplaced, a duplicate Ballot will be provided upon written request of the *Owner*.

### **Proxies**

21. Any instruction given in a proxy issued for an election that directs the manner in which the proxy holder is to cast the vote shall 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, unless the proxy is revoked by the Member prior to the receipt of the Ballot by the Inspectors of Elections. Unless the Governing Documents require otherwise, the Association shall not mail to Members proxies that designate a vote. As long as permissible by the Governing Documents, the Association may mail proxies, including a proxy on an outside envelope containing Ballots, allowing a Member to attend a meeting by proxy for quorum purposes only. Proxies shall not be used in lieu of Ballots.

### **Inspectors of Election**

22. For all elections conducted under these Rules, the Board shall appoint either one or three persons to act as Inspectors of Election at least thirty days before sending Ballots to the Members. Inspectors may be members of the Association but shall not be a member of the Board or a candidate for the Board or related to a Director or candidate for the Board. The Association's manager, counsel, accountant, or any other person not expressly disqualified under this Rule may serve as an Inspector of Election. Inspectors of Election may to appoint and oversee additional persons to count and tabulate votes, if allowed by law.

23. The duties of the Inspectors of Election shall as follows: determine the number of Members Entitled to Vote and the voting power of each; determine the authenticity, validity, and effect of proxies; receive Ballots and determine their validity; count and tabulate all votes; determine when the Balloting period closes; determine the results of the election; hear and determine all challenges and questions in any way arising out of or in connection with the right to vote; and

perform any other acts necessary to assure the fairness of the election. The Inspectors of Election may consult with others, including the Board and the Association's manager, with respect to performing their duties.

24. The Inspectors of Election shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as possible. If there are three Inspectors of Election, the decision or act of a majority of the inspectors shall be deemed to be the decision of all.

25. The Inspectors of Election may be compensated for their services as inspectors as deemed appropriate by the Board.

### **Completion, Collection, and Tabulation of Ballots**

26. Each Member casting a Ballot must complete the Ballot pursuant to the instructions accompanying the Ballot, place the unsigned Ballot in an unmarked envelope and seal it, and place the unmarked envelope in another envelope addressed to the Inspectors of Election. The two envelopes will be provided to each Member with the Ballot. No more than one Ballot shall be placed in the two envelopes. Persons owning multiple Lots must use a separate double envelope for each Lot owned.

27. In the upper left hand corner of the outer envelope containing the Ballot, the Member must print and sign their name, and indicate the mailing address of their Lot or Lot number. Failure to include this information on the outer envelope may render the Ballot invalid. The outer envelope shall be sealed and mailed or delivered to the Inspectors of Election at the address provided. A Ballot is irrevocable once it is received by the Inspectors of Election. Unless the Inspectors designate otherwise, the location for the Members to mail and deliver Ballots shall be the Association's manager's office. The Inspector of Election may verify the Member's information and signature on the outside envelope prior to the election.

28. The Inspectors of Election shall keep the unopened Ballot envelopes in a safe and secure location until the Ballots are opened and tabulated and the final results of the election announced to the Members.

29. Only the Inspectors of Election or their assistants may receive or handle the sealed Ballot envelopes and Ballots until the envelopes are opened, the Ballots are counted, and the results announced to the Members. Unless the Inspectors of Election designate a location otherwise, the Ballots shall remain at the Association's manager's office in a location where the Ballot envelopes may be placed in a Ballot box.

30. The Ballots shall be counted and tabulated by the Inspectors of Election in public at a properly noticed meeting of the Board or of the Members. The Inspectors shall promptly report vote outcome to the Board and the outcome shall be recorded in the minutes of the next meeting of the Board and shall be available for review by the Members. Upon tabulation of the Ballots, the Board shall notify the Members of the outcome of the vote within fifteen days (15) following the close of the Balloting process and tabulation of the Ballots. If the number of Ballots cast is insufficient to satisfy the minimum quorum requirements for valid action, the Board may extend the deadline for return of the Ballots by a reasonable time. There is no minimum quorum to elect Directors.



31. The Board may, at its discretion, at a regular or special meeting open to the Members, request and allow the Inspectors of Election to tabulate the votes received to date on a matter for which a Ballot has been distributed to the Members even though the deadline for return of the Ballots has not yet passed. The Board may extend the deadline for return of the Ballots by a reasonable time.

32. Following tabulation of the votes, the Ballots shall be transferred by the Inspectors of Election to the custody of the Association, which shall keep the Ballots in a secure location for at least one year.

33. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the Ballots available for inspection and review by Members or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

### **Election Campaigns**

34. All candidates for the position of Director and any Member advocating a point of view relating to a particular election shall have equal access to Association media, newsletters and Internet Web sites during a campaign for purposes that are reasonably related to the campaign.

35. All candidates for the position of Director and any Member advocating a point of view relating to a particular election shall have equal access to Association common area facilities without cost for holding meetings or gatherings for purposes reasonably related to the election.

---

---

## Common Basic Safety Tips

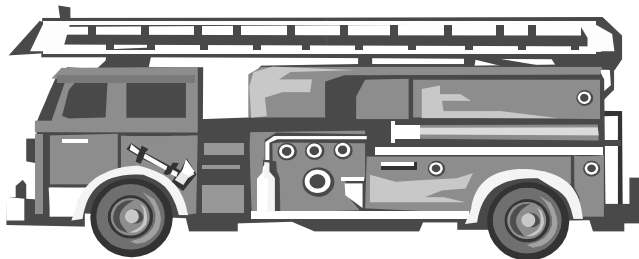
---

---

Developing a sense of community through shared activities is one of the greatest measures in the creation of a safe and confident neighborhood. Visit a neighbor, take a walk and talk to people along the way. Enjoy the living experience afforded to each person within Sutter Brownstones.



- Know your neighbors in order to recognize unusual behavior around their residence. (This can be a great reason for a neighborhood barbecue!)
- Keep an eye out for strangers that appear to be “scoping out” your community or a neighbor’s home. Call 911 if you see behavior that would warrant an intervention.
- Drive slowly and with an eye out for children and pedestrians when proceeding through the Sutter Brownstones community. Rehearse safe driving habits regularly with all members of your household.
- If you believe there is an actual fire in your residence or a neighbor’s, dial 911 immediately.
- If you think there is a fire in your home, touch doors and their hardware before opening them. If it’s hot, do not open the door. Find another exit route.
- Plan exit routes from all rooms of your home in case of disaster or fire. Include a rendezvous location in order to do a head count once everyone is outside and so that you can tell officials if there is a missing member of the family.
- **DO NOT** return inside a burning or collapsing building in an effort to save someone inside! Rescue professionals are prepared to do this on your behalf and you will only be risking your life or great injury to yourself by doing so, not to mention becoming an additional person to be rescued.



---

---

# Phone List

---

---

*(except where otherwise noted, numbers use the 916 area code, which doesn't need to be dialed)*



## Community Management

---

Kocal Management Group..... 985-3633



## Emergency & Dispatch Services

---

**FOR ALL EMERGENCIES DIAL 9-1-1**

**FOR NON-EMERGENCIES:**

Fire Department ..... 228-3035

Police Department..... 566-6401



## Utilities

---

PG&E..... 800-743-5000

SMUD..... 877-622-7683

Public Works Department..... 727-4770

Garbage & Recycling..... 725-9060



## City & State Offices

---

City of Sacramento ..... 264-5011

State of California – State Agency Directory Assistance ..... 800-807-6755

---

---

## ASSESSMENT COLLECTION POLICY

---

---

### Sutter Brownstones

April 2008

All regular assessments are due, in advance, on the FIRST (1) day of each month and are delinquent if not paid in full and received by mail within FIFTEEN (15) days of the due date. Special Assessments and Special Individual Assessments are due on date(s) specified upon imposition and each installment thereof shall be delinquent if not received within FIFTEEN (15) days after it is due. A late fee will be added monthly to the outstanding and delinquent amounts.

If any portion of any such assessment, late charge, or cost of collection remains unpaid sixty (60) days after the original due date, a "Notice of Intent to Lien" will be prepared and sent to the record of owner(s) by certified mail. The Notice will, among other things, state the current charges owed by the owner(s) and any additional information required by California Civil Code Section 1367.1 or comparable superseding statute. Please be advised that the Association has the right to collect all reasonable costs of collection.

If all such amounts have not been received ninety (90) days after the original due date thereof, or thirty (30) days after the mailing of a "Notice of Intent to Lien", whichever is later, a Notice of Delinquent Assessment ("Lien") will be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount secured by the lien.

If all such amounts have not been received, in full, within thirty (30) days after the recordation of such Lien, the Association may, without further advance notice, proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of the property owners.

The Board may, for good cause based upon the Board's sole discretion, agree to a payment plan which permits payment of the delinquent assessment(s), late charges, and cost of collection.

Unless the Board agrees to a payment plan, all amounts due pursuant to this policy, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.

All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until which time all assessment balances are paid, and then to late charges, and costs of collection unless otherwise specified by written agreement.

The Association shall charge a “returned check charge” of thirty dollars (\$30) for all checks returned as “non-negotiable”, “insufficient funds” or any other reason.

All above-referenced notices will be mailed to the record owner (s) at the last mailing address provided in writing to the Association by such owner (s).

The mailing address for overnight payment of assessments is Western Sierra Bank, 1545 River Park Dr. Suite 200, Sacramento, CA 95815 Attention: Cash Management. A different address for delivery of assessment and related payments may be designated by the Board from time-to-time.

The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

All assessments are to be made payable to your Association and mailed to P.O. Box 13280, Sacramento, CA, 95813. Membership assessments may not be delivered to Board Members or Kocal Management Group, Inc.

## MINUTES OF THE BOARD MEETINGS

Members may receive copies of the Association Board meeting minutes by requesting same, in writing, from the association manager. There is a minimal copying charge for this service.

---

---

## INTERNAL DISPUTE RESOLUTION PROCEDURES

---

---

1. This procedure is intended to apply to disputes between the Sutter Brownstones Association (hereafter "Association") and a member concerning the member's and/or Association's rights, duties, or liabilities under this title, the Nonprofit Mutual Benefit Corporation Law or under the governing documents of the Association. It is intended to provide a fair, reasonable and expeditious procedure for resolving disputes.

2. Either the Association or a member of the Association may institute the Internal Dispute Resolution ("IDR") process. If a member institutes the IDR process, the Association must participate in the process in good faith. If the Association institutes the process, the member who is invited to participate is not required to do so.

3. The IDR process is instituted by mailing by first-class mail, postage prepaid, a written request for IDR to the other party or parties to the dispute. If the Association mails a request for IDR to an Association member, it shall be mailed to the address of the member as shown on the Association's records. If a member mails a request for IDR to the Association, it shall be mailed to the address of the Association's manager, the Secretary of the Association or such other person or entity designated in a Board resolution to receive such a notice.

4. The Board may require use of a specific form for the purpose of requesting IDR. In the absence of a specific form for this purpose, the request shall identify the requesting party or parties, the party to whom the request is directed, the nature of the dispute and the facts supporting the requesting party's position. Documents may be attached to the request, which will clarify or support the requesting party's position.

5. If a request for IDR is mailed by a member to the Association, the Board shall respond to the request in writing within forty-five days of the request. If a request is mailed by the Association to a member and the member has not responded to the request within forty-five days, the request shall be deemed rejected by the member.

6. A response to a request for IDR shall state the identity of the responding party and the facts supporting the responding party's position. Documents may be attached to the response, which will clarify or support the responding party's position.

7. Upon receipt of a member's request for IDR or upon receipt of a response to a request for IDR delivered to an Association member by the Board, the Board shall designate one or more of its members to meet with the member either in person or by telephone. The meeting shall occur within sixty days of receipt of the member's request for IDR or the member's response to a request for IDR, unless the member or Board representative(s) are not available during that time period, in which case the meeting shall occur as soon as reasonably possible.

8. Upon approval by a majority of a quorum of the Board, any resolution of the dispute or agreement reached as a result of the meeting between the member and the Board representative which is not in conflict with the law or the governing documents shall bind the Association and be judicially enforceable.

9. If the member participating in IDR is not satisfied with the results of the meeting required above, such member may request a hearing before the entire Board, which shall be scheduled for the next Board meeting following receipt of such request.

---

---

## ALTERNATIVE DISPUTE RESOLUTION

---

---

Summary of California Civil code sections 1369.510 through 1369.590. Relating to enforcement of governing documents, the non-profit mutual benefit corporation law, and/or the Davis-Sterling common interest development act through alternative dispute resolution.

**PLEASE TAKE NOTICE:** California Civil Code Sections 1369.510 through 1369.590 address your rights to sue the association or another member of the association. With respect to the association using you regarding the enforcement of the governing documents, the non-profit mutual benefit corporation law, and/or the Davis-Stirling Common Interest Development Act. The following is a summary of the provisions of Civil Code Sections 1369.510 through 1369.590, as enacted effective January 1, 2005.

In general, Civil Code Sections 1369.510 through 1369.590 encourage parties to a dispute involving enforcement of an association's governing documents, the non-profit mutual benefit corporation law, and/or the Davis-Stirling Common Interest Development Act to submit the dispute to a form of alternative dispute resolution (ADR) such as mediation or arbitration prior to filing a lawsuit. The intent of the statute is to promote speedy and cost-effective resolution of such disputes, to better preserve community cohesiveness and to channel disputes away from our state's court system.

Under Civil Code Sections 1369.510 through 1369.590, the form of alternative dispute resolution may be binding or non-binding and the costs will be borne equally or as agreed to by the parties involved.

Any party to a dispute regarding enforcement of the governing documents, the non-profit mutual benefit corporation law, and/or the Davis-Stirling Common Interest Development Act may initiate the process of ADR by serving a Request for Resolution on another party to the dispute. A Request for Resolution must contain (1) a brief description of the nature of the dispute, (2) a request for ADR, and (3) a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the Request will be deemed rejected.

If the Request is accepted, the ADR must be completed within 90 days of the acceptance, unless otherwise agreed by the parties. Any Request for Resolution sent to the owner of a separate interest must include a copy of Civil Code Chapter 7, Article 2 (Alternative Dispute Resolution), Sections 1369.510 et seq. in its entirety.

**FAILURE BY ANY MEMBER OF THE ASSOCIATION TO COMPLY WITH THE ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS OF SECTION 1369.520 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHTS TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW.**



Should the association or an individual member wish to file a lawsuit for enforcement of the association's governing documents, that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000), the law requires the association or the individual to file a certificate with the court stating the ADR has been complete prior to the filing of the suit. Failure to file this certificate can be grounds for dismissing the lawsuit. There are limited exceptions to the filing of this required certificate when (1) one of the other parties to the dispute refused ADR prior to the filing of the complaint, (2) preliminary or temporary injunctive relief is necessary, (3) small claims actions, or (4) some assessment disputes. Exceptions (1) and (2), however, must also be certified in writing to avoid the court dismissing the action.

Furthermore, in any lawsuit to enforce the governing documents, while the prevailing party may be awarded attorney's fees and costs, under Civil Code 1354, the court may consider any party's refusal to participate in ADR prior to the lawsuit being filed when it determines the amount of the award.

Also, pursuant to Civil Code Section 1363.840 (Civil Code Section 1363.810, et seq.), either the association or a homeowner who is involved in a dispute regarding the Governing Documents, the non-profit mutual benefit corporation law, and/or the Davis-Stirling Common Interest Development Act may invoke the following additional procedure:

- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- (2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
- (3) The association's board of directors shall designate a member of the board to meet and confer.
- (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.
- (6) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
  - (i) The agreement is not in conflict with law or the governing documents of the common interest development or association.
  - (ii) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.
- (7) A member of the association may not be charged a fee to participate in the process.

---

---

# VIOLATION COMPLAINT REPORT

---

---

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

DETAILED DESCRIPTION OF INCIDENT (Please give as much information as possible such as date, time, name and address of person(s) involved, damage, location, license # or anything else which may be pertinent):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If possible, give name and phone number of any potential witness:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Were any photographs taken? Yes No By whom? \_\_\_\_\_ Attach all photographs to this form or forward to the Association as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name

Sutter Brownstones Association  
c/o Kocal Management Group, Inc.  
PO Box 1459  
Folsom, CA 95763-1459

---

---

# HOME IMPROVEMENT APPLICATION

---

---

Sutter Brownstones

Mail to:

Sutter Brownstones Association  
c/o Kocal Management Group, Inc.  
P.O. Box 1459  
Folsom, CA 95763-1459

HOMEOWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ LOT NO.: \_\_\_\_\_

TELEPHONE #- DAY: \_\_\_\_\_ EVENING: \_\_\_\_\_

EMAIL \_\_\_\_\_ ADDRESS: \_\_\_\_\_

ORIGINAL APPLICATION:  MODIFICATION TO ORIGINAL APPLICATION

PLAN REVIEW FEE OF \$100.00 ATTACHED, MADE PAYABLE TO THE SUTTER BROWNSTONES ASSOCIATION

DESCRIPTION OF IMPROVEMENT:

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

PROPOSED STARTING DATE: \_\_\_\_\_

PROPOSED COMPLETION DATE: \_\_\_\_\_

PLEASE NOTIFY MANAGEMENT COMPANY OF ACTUAL DATE COMPLETED

**NEIGHBOR AWARENESS**

**THIS REQUIREMENT IS APPLICABLE TO FULL REVIEWS ONLY.** THE INTENT IS TO ADVISE YOUR ADJACENT NEIGHBORS OF YOUR PROPOSED IMPROVEMENTS. ANY NEIGHBORS WHO MAY REASONABLY BE AFFECTED BY THE IMPROVEMENT MUST BE NOTIFIED. THE OPINIONS OF ADJACENT NEIGHBORS WILL BE CONSIDERED; HOWEVER, ARE BY NO MEANS DISPOSITIVE ON THE ULTIMATE DECISION OF THE BOARD. THE BOARD SHALL CONVENE TO DISCUSS PROPOSED IMPROVEMENTS. **THIS SECTION MUST BE COMPLETED.**

<u>NAME &amp; ADDRESS</u>	<u>SIGNATURE</u>	<u>DAY PHONE</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

---

---

(BOARD USE ONLY)

Approved by Board

Approved Subject To Conditions Outlined Below

Denial For Reason Listed Below

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Board  
MEMBER SIGNATURE                      DATE

\_\_\_\_\_ Board  
MEMBER SIGNATURE                      DATE

