

# RULES AND REGULATIONS

## EFFECTIVE: APRIL 1, 2002

### A. PREAMBLE

- A-1. The Declaration of Restrictions under Article 5.6 provides the authority for the Board of Directors to form and enforce rules and regulations. A copy of this Declaration was given to owners at the time of purchase of their lot.
- A-2. The Board of Directors has or will create a Rules and Regulations Advisory Committee. The duty of this committee is to advise the Board of Directors regarding Rules, the Bylaws and the Declaration of Covenants, Conditions and Restrictions.
- A-3. The Manager of the Heritage Grove at Los Gatos Homeowners Association has been instructed by the Board of Directors to require the compliance of all persons on Association properties with the provisions of all Rules, Bylaws and the CC&R's. In the instance of a person violating the Rules, the Bylaws or the CC&R's, the Manager has further been instructed to do any of the following:
- a. Obtain names and addresses of violators and report to the Board of Directors.
  - b. Remove the persons from the Association premises, if necessary.
  - c. Call upon a law enforcement agency for assistance.
  - d. Call upon a resident to assist him in his duty.
  - e. In case of resident's children, make an effort to contact their parents immediately, prior to making the action called for in (b), (c) and (d) above.
- A-4. The rules as contained herein are issued by the Board of Directors. They are supplemental to the conditions of ownership in the Declaration of Covenants, Conditions and Restrictions. If there is any conflict the provisions of the Declaration will prevail.

The Rules are intended as a guide to the conduct and activities of all members, lessees and residents of the Heritage Grove at Los Gatos Homeowners Association and their guests, to the end that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others. Strict observance and adherence is urgently requested by the Board of Directors. Policing actions because of violations, should not have to be necessary, but might be required.

### B. COMMUNITY RELATIONS

- B-1. REGISTRATION All members and residents must be registered with the Manager.
- a. Association members are those individuals owning a lot at the Heritage Grove at Los Gatos Community.
  - b. Residents are defined as owners and members of their families living on the premises of the project, or lessees and members of their families living on the premises of Heritage Grove at Los Gatos.
  - c. Owners leasing their homes retain their voting rights in the Association but assign the use of all common facilities of the project to the lessee of their home. The lessee assumes the privileges and responsibilities of membership as hereinafter stated, but does not have a voting right; the vote belongs only to the owner. Non-resident owners

are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.

**MEMBERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS. IT IS EVERY MEMBER'S RESPONSIBILITY TO OBEY THESE RULES. PERSONS WHO VIOLATE RULES MAY LOSE THEIR PRIVILEGES.**

- d. The lease or rental agreement must be in writing and must be for a term of not less than 30 days and **be subject to the CC&R's, Bylaws and adopted rules.** The owner is responsible to provide a copy of the CC&R's, Bylaws and these adopted Rules and Regulations to their tenants at their sole cost. The owner is required to notify Management of the names and phone numbers of their tenants and provide a copy of the rental agreement. **Please refer to Section 3.2 of the CC&R's.**

**B-2. GUESTS**

- a. Guests must be accompanied by a host or hostess resident of the Association when using the common areas of the Association.
- b. It is the right and duty of each resident to question the presence of any person who appears to be trespassing and/or advise the Manager regarding the situation.

**B-3. COMMON AREA DAMAGE**

Members, lessees and residents are responsible for payment of all cost of repair for all damage to the Association's property caused by themselves, members of their families or their guests.

**B-4 NEIGHBORLY CONDUCT**

- a. All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association residents. Each owner or resident is responsible for the conduct and behavior of their children, guests, and any visiting children and for any property damage caused by such persons.
- b. Vehicles, toys or bicycles are not allowed to be parked or placed so that they block or interfere with pedestrian traffic on the sidewalks. The placement of unattended tricycles, bicycles, toys or other equipment in front yards and areas visible from adjoining lots is prohibited.
- c. No noxious or offensive activities shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the residents or which shall in any way interfere with the quiet enjoyment of occupants in the residences.

**B-5. EXTERIOR APPEARANCE/SINAGE**

- a. Signs, advertising or other devices, or miscellaneous paraphernalia shall not be exposed or attached in any fashion to or on windows, fences and exterior walls or any other areas of buildings or grounds, unless written approval has been obtained from the Board of Directors. **NO VENDOR ADVERTISING SIGNS ARE PERMITTED.**

- b. One sign of reasonable dimensions advertising the home for sale or rent may be displayed in the window of a home, yard area or other areas designated by the Association.
- c. Curtains, drapes, shutter or blinds may be installed as window coverings. No window shall be covered with aluminum foil, sheets or material not specifically designed for use as a window covering. Exterior window screens that are designed to inhibit sunlight intrusion and which impart an opaque, black appearance to the window are prohibited. The side if all permitted window coverings facing the window shall be neutral in color such as white, or off-white, except that shutters may also have a natural wood color finish.

**B-6. COMMON AREA SYSTEMS**

Common area time clocks and lighting systems are to be adjusted and/or set by authorized personnel only.

**B-7. PARKING**

- a. Garages are solely to be used for the parking and storage of cars, boats or similar vehicles. They are not to be used or converted for any type of living or recreational activities. Except as provided in Section 3.4 of the CC&R's garages shall be kept clear so as to permit parking of the number of vehicles for which the garage was designed.
- b. Garage doors must remain closed except for entering/exiting and when the garage is in use and attended.
- c. Residents must keep the driveways clean of any oil or other stains at all times.
- d. No mobile home, camper, recreational vehicle, boat, trailer, truck exceeding three-quarter ton shall be parked on any lot or driveway except within an enclosed garage.
- e. All vehicles must display current license plates.
- f. There shall be no maintenance (other than vehicle washing and cleanup) or repairs performed on any automobile except within an enclosed garage or except for any emergency repairs that are necessary in order to remove the vehicle to a proper repair facility. In no event shall emergency repairs exceed 24 hours.

**B-8. ANTENNAS/SATELLITE DISHES**

Subject to the requirements of Civil Code Section 1376, as it may be amended from time to time, installation and maintenance of television or video antennae or satellite dishes over one meter in diameter visible from any Common Area or public street must be submitted to the Architectural Control Committee. Satellite dishes less than one meter in diameter do not need approval or the Architectural Control Committee if they meet the following guidelines:

- a. They are not mounted on the roof or chimney of the residence.
- b. They are located at the rear or side of the residence (except corner lots) in the least conspicuous (obvious) location visible from the common areas or public streets.
- c. All wiring shall be painted to match the exterior or the residence.

**B-9. PETS**

Normal and customary un-caged household pets may be maintained within a home under the following conditions:

- a. Whenever pets are outside of the resident's lot, they must be on leash or otherwise under full control of the owner.
- b. Residents must clean up after any mishap performed by their pets.
- c. Residents shall be responsible for any personal injury or property damage caused by their pets.
- d. Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be prohibited by order of the Board of Directors after notice and a hearing.
- e. Guests are not allowed to bring pets onto Association common landscaping areas.
- f. No animals shall be maintained for any commercial purposes.
- g. No horses shall be maintained on any residential lot or Common Area at anytime.

**B-10. SPEED LIMIT**

The maximum speed limit within the confines of Heritage Grove is as posted and enforced by the Town of Los Gatos.

**B-11. BUSINESS ACTIVITIES**

No business activities of any kind are to be established, maintained, permitted or conducted in any home or any lot in violation of Section 3.1 of the CC&R's and ordinances of the Town of Los Gatos.

**B-12. TRASH RECEPTACLES**

Trash containers shall be stored, except they may be placed at the curbs on the day of the scheduled trash pick up.

**B-13. LANDSCAPING**

Each owner shall maintain all landscaping located within the owner's lot, excluding any Landscape Maintenance Area. If landscaping within the enclosed portions of lots is not installed by Declarant, each owner shall install permanent landscaping within the enclosed portions of the owner's lot within twelve (12) months after the conveyance of the lot to the owner.

All landscaping in the project shall be maintained and cared for in a manner consistent with the standards of design and quality as originally established by Declarant and in a condition comparable to that of other well maintained residential areas in the vicinity of the Project.

- a. All landscaping shall be maintained in a neat and orderly condition with the standards of design and quality as originally established by Declarant and in a condition comparable to that of other well-maintained residential areas in the vicinity of the Project.
- b. Any weeds, diseased or dead lawns, trees, ground cover or shrubbery shall be removed and replaced.
- c. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed.
- d. Irrigation systems shall be fully maintained in good working condition to ensure continued regular watering of landscape areas, and health and vitality of landscape materials.

- e. Each owner shall be responsible for all landscaping located within the owner's lot and all landscaping in the adjacent public street right of way between the sidewalk and the back of the curb.
- f. No portion of the lot shall be used for storage purposes unless the stored material (including any coverings such as tarps) is within a fenced yard and is not higher than the lowest portion of the fence and is not visible from the street or any adjoining lot.

**B-14. ALTERATIONS MODIFICATIONS AND ADDITIONS**

There shall be no alterations, modifications or additions made to any lot or any improvement thereon, including exterior changes to the residential structure, color, landscaping or the installation of any trellis or additional impervious surfaces, except on compliance with all applicable laws and ordinances of the Town of Los Gatos.

- a. No front yard fencing shall be installed or maintained on any residential lot. No side or rear yard fence may be installed, altered, or removed without the prior approval of the Town of Los Gatos.
- b. Lots 1, 2, 4, 7, 8, 9, 11, 13, 14, 15, 17, 18, 19, 20, 22, 23, 26, 28, 29, 30, 32, 34, 35, 37, 38, 39, and 40 are subject to additional exterior color restrictions in order to comply with the light reflectivity standards imposed by the Town of Los Gatos Hillside Ordinance. As a result these lots will have fewer available exterior color options than lots not subject to these additional standards. If any lots in a subsequent phase are subject to a similar restriction, the lot and the restriction shall be set forth in the declaration of annexation or other appropriately- recorded document.

**B-15. ENFORCEMENT**

Fines: To ensure compliance with the above-mentioned rules, owners may be fined not less than \$10.00 or more than \$50.00 per occurrence or continuation of violations. Fine amounts are to be set by the Board of Directors based on the merits of each violation.

Due Process Requirements: Before the Board imposes any monetary penalties or suspension of membership rights or Common Area use privileges against any member for failure to comply with the Declaration, the Bylaws or the Association Rules; the Board must act in good faith and satisfy each of the following requirements:

- a. The member must be given 15 days prior written notice specifying the nature or the damage or violation and stating the time, date and place that the member will have an opportunity to be heard. Notice may be delivered personally or by mail. If the notice is given by mail, it must be sent by first class or registered mail to the last address of the member as shown on the Association's records.
- b. The member will be given an opportunity to be heard, orally or in writing, by the Board. Members shall have the opportunity to present witnesses on the member's behalf and to cross-examine any witness that may testify against the member. After the hearing, the Board shall determine whether owner damage or a violation has occurred and, if so, may impose a "Reimbursement Assessment" which shall become effective not less than five (5) days after the date of the hearing or the Board may take such other action as may be appropriate.