

*Las Positas  
Homeowners Association*

*Garden Commons  
Livermore, CA*

***Rules & Regulations***

These rules and regulations are intended to supplement the Covenants, Conditions and Restrictions of the Association, which were in existence since formation of the Association and which were agreed to by all homeowners as a condition to escrow.

## PARKING

1. Vehicles parked anywhere in the Project except wholly within areas designed for parking passenger motor vehicles ("Parking Areas") and within garages shall be towed at owner's expense.
2. All Parking Areas shall be used solely for parking motor vehicles used for personal transportation.
3. Any boat, trailer, camper, commercial vehicle, mobile home or other recreational vehicle, or any inoperable vehicle parked or stored in any Parking Area shall be towed at owner's expense.
4. Garage doors shall remain closed except when garage is in use.
5. No part of the Common Area shall be used for repair, construction or reconstruction of any vehicle, boat or any other item or thing with the exception of minor routine automobile maintenance.
6. Owners are responsible for cleaning oil drippings or any other staining substance that results from their vehicles. Excessive stains, if not cleaned up by the owner, may be cleaned by the Association at the owner's expense. All fluids must be disposed of as required by law, and may not be placed in the dumpsters.
7. "Visitor" parking spaces are for visitor's of homeowners in the Project. Homeowners are not to use these spaces for extended or exclusive use.
8. Any vehicle parked in a homeowner's parking space without permission is subject to tow at vehicle owner's expense.
9. As long as the Association observes applicable ordinances and laws, the Association may cause the removal of any vehicle which is in violation of the Declaration (items 1 through 8).

## POOL

### General Rules

1. Only members and a maximum of two (2) guests per household, *escorted by members*, are allowed in the pool area. Owners may apply to the Board in advance for an exception. However, no large or exclusive parties will be permitted.
2. Members are responsible for the conduct of their guests and must see that all rules are obeyed and that others are not inconvenienced.
3. All children age 14 and *under must be accompanied by a parent or guardian* who is a resident. Parents will be held responsible for the conduct of their children at all times.
4. The pool will be open May 1st through October 31st.
5. Pool hours Monday through Friday are 9:00 a.m. to 10:00 p.m. and on Saturday and Sunday from 10:00 a.m. to 10:00 p.m.
6. No radios may be placed in the pool area unless headphones are used so music is not audible to others using the area.

### Use of Spa

1. The Spa is not a wading pool and must not be used as such. Children under age 5 are not permitted in the spa. Children age 5 to 14 must be accompanied by a parent or legal guardian. One parent or legal guardian must be present in the spa at all times for each child. The accompanying parent will be responsible for the following:
  - A. Each child must use the bathroom and empty his/her bladder before entering the spa.
  - B. Children must sit still and refrain from splashing, playing, putting their faces under water and other inappropriate behavior.
2. Anyone using the spa must replace the cover on the spa before leaving the pool area. Anyone observed using the spa and not recovering it will be fined \$25.

**POOL (cont'd)****Sanitation**

1. Animals are not allowed in the pool area.
2. Swimming suits must be worn. No cutoffs are allowed.
3. No food is allowed in the pool area.
4. Any child not yet toilet trained must wear a diaper and plastic pants.
5. Any person having any sores, inflammation of eyes or nose, or any condition that can be transmitted via the use of the pool is prohibited.
6. All trash, cigarettes, etc. must be deposited in waste containers provided. No trash or garbage is to be left in the pool area.
7. Please shower before entering the pool. Suntan oils, lotions and perspiration cause staining of the pool and filter problems.

**Pool Safety**

1. This is a private pool. No lifeguard will be on duty. Members and guests swim at their own risk.
2. Glass containers are not permitted in the pool area.
3. No diving or jumping into the pool will be allowed, as the pool is shallow and serious injury may result.
4. No horseplay will be permitted in the pool area; no running, tossing or pushing of others from the pool edge.
5. No inflatable toys or mattresses are allowed in the pool with the exception of infant safety flotation devices.
6. No bicycles, roller skates or skateboards will be permitted in the pool area.
7. The gate must be locked at all times.

## GENERAL RULES

***Use and Occupancy of Residences:*** Each residence shall be used solely for residential purposes and no other use. No residence shall be permanently occupied by more than two (2) persons per bedroom.

***Restriction on Business:*** Except for uses within residences permitted by local ordinance and the business of Declarant in completing the development and sale of the lots in the Project, no business of any kind shall be established, maintained, operated, permitted or constructed in any portion of the Project.

***Obstructions:*** No owner may permit or cause anything to be done or kept upon, in or about his/her lot which may obstruct or interfere with the rights of other owners or which would be obnoxious, harmful or unreasonably offensive to other owners.

***Rental of Residences:*** An owner shall be entitled to rent or lease his/her residence if (a) there is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of the Project documents (defined as these Rules and Regulations and Declaration of Covenants, Conditions and Restrictions of Las Positas Garden Homes (CC&Rs) and failure to comply with any provisions of the Project documents constitute a default under the agreement, (b) the period of the rental or lease is not less than 30 days; © the owner gives notice of the tenancy to the Board and has otherwise complied with the terms of the Project documents, and (d) the owner gives each tenant a copy of the Project documents.

The owner is liable to the Association for any costs or fines resulting from the tenant's violation of these Rules and Regulations or the Declaration of Covenants, Conditions and Restrictions of Las Positas Garden Homes (CC&Rs).

**GENERAL RULES (cont'd)**

***Animals:*** An owner may keep two (2) dogs, cats or customarily uncaged household pets within his lot. Each owner may also maintain a reasonable number of small caged animals, birds or fish. The Rules may increase the number and type of animals which may be kept. The Board shall specifically have the right to prohibit the maintenance of any pet which, after Notice and Hearing, is found to be a nuisance to other owners.

Each owner shall be responsible for immediate cleanup for any damage or mess caused by their animal. Owners who fail to immediate cleanup after animals will be fined \$25 per occurrence, in addition to the cost of cleanup.

***Use of Common Area:*** All use of common area is subject to the Rules. There shall be no use of the common area except by owners and their guests. All persons residing within the Project may enjoy the use of all facilities in the common area as long as they abide by the terms of the Project documents.

There shall be no obstruction of any part of the common area without the prior consent of the Board. For example, no hoses may be left or stored in the common area in front of any lot.

No alterations or additions to common area shall be permitted without the approval of the Board. Nothing shall be done or kept in the common area which will increase the rate of insurance on the common area without the prior consent of the Board. No owner shall permit anything to be done or kept in the common area or any other part of the Project which might result in the cancellation of insurance on any lot or any part of the common area which would interfere with rights of other owners, which would be noxious, harmful or unreasonably offensive to the other owners or which would be in violation of any governmental statute, ordinance, rule or regulation. No waste shall be left in the common area.

## **GENERAL RULES (cont'd)**

### ***Signs:***

***Sale or Rent:*** One sign of reasonable dimensions may be placed on a lot advertising the lot for sale or rent. All such signs must be installed by a professional, bonded sign company.

***Approved by the Board:*** Other signs, posters and notices approved by The Board or specified in the Rules or in this Declaration may be posted in locations designated by the Board.

***Legal Proceedings:*** Signs required by legal proceedings may be displayed.

***Garbage:*** All garbage shall be placed in the appropriate covered trash containers. No individual trash containers or receptacles shall be permitted..

***Laundry:*** No exterior clotheslines shall be erected or maintained, and there shall be no outside drying or laundering which is exposed to public view or visible from the common areas.

***Damages:*** Each owner is responsible for compliance with the provisions of the Project documents, including these Rules and Regulations and the CC&Rs, by his or her guests. An owner shall promptly pay any assessment levied and any fine or penalty imposed against the owner for violations committed by his/her invitee.

***Association Employees or Contractors:*** No owner or resident shall direct, supervise or in any manner attempt to assert control over employees or contractors of the Association. Any problems with employees or contractors should be referred to the Board.

***Security:*** Security is not the responsibility of the Association. The complex does not have any entrance gates or other security devices. Security is the responsibility of each homeowner.

**GENERAL RULES (cont'd)**

**Noise and Nuisance:** Noises emitted from one unit will be audible in other units. Some of these noises may not be eliminated. Unnecessary noises, however, will not be permitted. No owners or tenants shall make or permit any loud or disturbing noises by their families, servants, employees, agents, visitors or licensees, nor shall any unit owners permit any activity by such persons that will interfere with the rights, comforts and conveniences of other owners. Unnecessary household noise levels (such as parties, stereos, etc.) shall be maintained below a level that is audible outside their unit.

**Antennas:** No outside antenna, aerial, radio tower, etc. may be erected, constructed or placed on any lot.

**Satellite Dish Installation guidelines are as follows: (Rev. 7/2003)**

1. A written Architectural Modification Request Form should be submitted and approved by the Board prior to installation.
2. The standard size dish is recommended (18 inch).
3. No roof access will be available for the installation and/or removal of the satellite dish.
4. The satellite dish, and any support structure for the dish, should not be attached to the roof or support structure of the building. If it is necessary to mount the dish on the roofline, it may be mounted on the wood trim in a locations that can be reached by exterior ladder such that no cable is in contact with the roof tiles or suspended over the roof tiles.
5. Satellite dishes and cable should be placed in an inconspicuous place so they cannot be seen, as much as possible. Exterior wiring should be concealed. Rain gutter downspout materials are recommended to cover; painted to match the stucco.
6. A licensed and insured professional should perform the satellite installation. Any access holes through the building wall must be sealed by water proofed exterior caulking.
7. The homeowner assumes responsibility for installation and removal of the satellite dish and all repairs resulting from the installation and/or removal. The homeowner is responsible for any damage caused by the existence of the satellite dish.



## ARCHITECTURAL STANDARDS

### ***Exterior Doors:***

***Front doors*** must be identical to those in place at the time the units were originally purchased. Exceptions can be requested and will be reviewed and approved by the Board on an individual basis. (Rev. 5/2004)

***Screen doors*** may be installed provided they are the door, style and quality approved by the Board of Directors. The approved models are: Forever\* by Anderson, EMCO HD 300 Triple-Track Door or EMCO HD 300 Colonial Triple-Track Door; or equivalent. (Rev. 7/2003) An Architectural Modification Request is still required and must be submitted through the Property Management Service.

If installation of a screen door requires replacement of existing light fixture, the light fixture may be replaced with a Board approved model. Specific brands and model numbers are available from the Board.

***Garage Door*** replacement will be as follows: Rollup, 8' wide door, 4 segments high, each segment is 21" high, 25 gauge steel or better (less meaning more), wood grain texture, embossed raised panel, 4 short panels across or 2 long panels across, 2" thickness, NO windows, painted to match stucco (Kelly More 98-734LM). Can include vinyl-backed Polystyrene or Polyurethane insulation. An Architectural Modification Request is still necessary and must be submitted to the Board through the Property Management Service for approval prior to installation. (Rev. 7/2003)

**Window and Sliding Door Replacements:** "Renewal by \*Anderson" is the preferred standard. An Architectural Modification Request must still be submitted for approval prior to installation through the Property Management Service. (Rev. 7/2003)

***Window Coverings:*** Exterior window coverings shall be consistent with the CC&Rs. Mirrored window films will not be permitted. Properly installed interior window coverings can be louvered, shuttered or draped. Newspapers, aluminum foil and plastic sheeting will not be permitted. All window coverings visible from the exterior of a unit must appear when viewed from exterior to be white, off white or beige. Only solid colors are permitted.

## ARCHITECTURAL STANDARDS (cont'd)

***Sidewalks and Driveways:*** Any alterations or additions to the original concrete surfaces provided by the original design must be reviewed and approved in advance by the Board.

***Maintenance of Lots and Residences:*** Each owner shall keep all portions of residence and lot in good repair and condition. The Association shall paint the exterior surface and shall maintain, repair and replace roofs of residences, *excluding downspouts and gutters*. See CC&R's Article V, Section 5.3.

***Alteration to Lots and Residences:*** Owners may alter or remodel the *interiors* of their residences if it does not impair the structural integrity of the residence and if the owner complies with all laws and ordinances regarding alterations and remodeling. *Any proposals for alterations, additions or other improvements to the exteriors* of residences and/or lots shall be made in accordance with the provisions of Article XII. The costs of any alterations or addition shall be paid by *the owner who has obtained the approval*. See CC&R's Article V, Section 5.4.

***Architectural Review and Procedures:*** See CC&Rs Article XI.

***Responsibilities for Party Walls and Party Fences:*** The owners of a party (common) wall or fence shall be responsible for maintenance, repair and replacement. The cost of such maintenance, repair or replacement shall be shared equally by the owners; however, all costs of maintenance, repair or replacement necessitated by the negligent or willful action of any owner shall be borne by that owner. In the absence of negligent or willful conduct, any necessary maintenance, repair or replacement performed by an owner shall entitle that owner to a right of contribution from the other owners of the party wall or fence. The right of contribution shall be appurtenant to the lot and shall pass to the successor(s) in interest of the owner entitled to contribution.

The Association shall be responsible for the maintenance, repair or replacement of fencing adjoining common areas. However, the cost of any maintenance, repair or replacement necessitated by the negligent or willful action of any owner shall be borne by that owner.

## **LANDSCAPING**

***Landscaping of Lots:*** Each owner shall be responsible for the maintenance and landscaping of his exclusive easement area and for the reconstruction, repair or replacement of his residence.

***Landscaping of Common Area:*** The Association shall be responsible for all landscaping located on common areas and on unenclosed portions of townhouse lots.

***Landscaping Standards:*** See CC&Rs Section 5.6

***Use of Lots and the Common Area:*** The lots and the common area shall be used as follows:

1. No activities shall be carried on by any owner which despoils the complex.
2. Each owner, tenant or occupant shall comply with the provisions of these restrictions, the Articles of Incorporation and the Bylaws of the Association, and failure to comply shall be grounds for an action to recover sums due for penalties, damages and/or injunctive relief.
3. The Board will attempt to maintain the overall appearance of the Project, both the common areas and the lots owned by homeowners, so that the Project is not despoiled in any way due to the condition of the Project so that homeowners' property values and quality of life are not diminished in any way.

***Right of Maintenance and Entry by Association:*** See CC&Rs Section 5.7

## MONTHLY ASSESSMENT

Monthly dues must be current for each homeowner to be in good standing with the homeowners Association. Payment of monthly assessments shall be made at the place so designated by the Board of Directors of the Association. Payments made in the form of checks shall be payable to Las Positas HOA.

Assessments are due the first day of each month. Any such payment not received by noon on the 25th day of the month is subject to a \$10 late charge and interest on all sums imposed including the delinquent assessment, reasonable cost of collection, fines, and late charges at a 12% annual rate.

***Policy on Delinquent Assessments:*** The following are statements on the Associations' policies and practices in enforcing payment of assessments.

1. When payment is 30 days late and a late charge has been accrued, a reminder letter will be sent informing the delinquent homeowner that they are in violation of the CC&Rs, the amount of their arrears, the possibility of a lien being filed, and the cost that will be levied for administrative cost if a lien must be filed.
2. When payment is 60 days late, notice of "Intent to Lien" in 15 days if payment is not received is sent to the delinquent homeowner via Certified Mail Return Receipt Requested. If no response is received within 15 days, a "Notice of Assessment Lien" will be prepared and recorded against the property. Allowable cost of this is added to the delinquent homeowner's account as they accrue.
3. If payment is not received within thirty (30) days after the "Notice of Assessment Lien" the matter will be referred to the Board of Directors for review. The Association has the following options on collections per California statutes: (a) Small claims action; (b) Municipal court judgment; (c) Judicial foreclosure lawsuit; (d) Non-judicial foreclosure (follows the same statutory rules for Trustee's sale).

The Board of Directors will assess which of these four methods will be used on a case by case basis.

## **ENFORCEMENT PROCEDURES**

If a violation is noted by management or reported by a resident, the Association will use the following procedures to enforce the Association's Rules and Regulations:

1. Letter #1 is sent stating the violation is to be corrected in 7 days or immediately if detrimental to health/safety or other residents.
2. Letter #2 is sent indicating which section of the CC&Rs is in violation and giving a deadline of 7 days to cease and desist or correct infraction.
3. Letter #3 is sent restating the nature and CC&Rs section in violation; may include notice of fine in accordance with fining schedule outlined below. The alleged offender has the right to contest the fine. In order to do so they must request, in writing, a hearing before the Association Board of Directors (see hearing procedures in CC&Rs).

All requests for hearings before the Board must be submitted in writing through the offices of the management company. The board will notify the requestor in writing of the scheduled time and place of hearing, such hearing to occur not less than 15 days nor more than 30 days from the date of notification.

A hearing will be held by the Board at the time/place set forth in the notice. The hearing shall be open to all owners. The accused owner is entitled to respond to the charges and present verbal and written evidence at the hearing. If the accused owner does not appear at the scheduled hearing, the Board will proceed with the hearing in his/her absence. The hearing is informal and rules of evidence do not apply. The Board shall determine whether the rules were violated and shall render a written decision within 15 days after the hearing and shall cause a copy of the written decision to be personally delivered or mailed (postage paid, first class or registered mail, addressed to the last address of the owner shown on the Association's records, to the owner). The written decision may

### **ENFORCEMENT PROCEDURES (cont'd)**

impose a liability, assessment, penalty, or other remedy which may differ from the previous remedy. No action shall be taken on the decision for at least 5 days after the date of the hearing and no earlier than the date that the written decision is delivered or mailed to the owner.

Penalty for parking violations as noted in the CC&Rs and/or the Rules and Regulations include citations by local police for parking in a designated fire lane, and towing at owners expense for parking in other than a designated parking area.

If a homeowner is found to be in violation of any Association's Rules and Regulations and/or CC&Rs, they will not be allowed to run for the Board until such time as said violations(s) have been resolved for a period of at least six months. *(Rev. 7/2003)*

## **FINING PROCEDURE**

### ***Parking Violations***

Penalty for parking violations are as noted in the CC&R's and/or Rules and Regulations.

### ***Assessment Schedule***

First violation	Written notice
Second violation of same offense	\$50 assessment
Third violation of same offence	\$100 assessment

Continuation of infraction after the third violation will be assessed at \$50 per day until compliance is achieved or \$5,000 is reached.

Any assessment may be appealed before the Board of Directors. The Board may authorize a lien to be placed on the offender's unit or other remedy.

# **LAS POSITAS HOMEOWNERS ASSOCIATION**

## **SATELLITE DISH INSTALLATION GUIDELINES:**

1. A written Architectural Modification Request Form should be submitted and approved by the Board prior to installation. The request should:
  - a. Be in full compliance with the guidelines below.
  - b. Include a sketch or drawing showing the size and proposed location of the dish.
  - c. Include a statement that the Homeowner assumes full responsibility, including financial responsibility for any costs incurred by the Association, for any damage caused by the installation and/or removal of satellite dish.
2. The standard size dish is recommended (18 inch).
3. No roof access will available for the installation and/or removal of the satellite dish.
4. The satellite dish, and any support structure for the dish, should not be attached to the roof or support structure of the building. If it is necessary to mount the dish on the roofline, it may be mounted on the wood trim in a location that can be reached by exterior ladder such that no cable is in contact with the roof tiles or suspended over the roof tiles.
5. Satellite dishes and cable should be placed in an inconspicuous place so they cannot be seen, as much as possible, from the Common Area. Exterior wiring should be concealed. Rain gutter downspout materials are recommended; painted to match the stucco.
6. A licensed and insured professional should perform the satellite installation. Any access holes through the building walls must be sealed by water proofed exterior caulking.
7. The homeowner assumes responsibility for installation and removal of the satellite dish and all repairs resulting from the installation and/or removal. The homeowner is responsible for any damage caused by the existence of satellite dish.
8. Satellite dish, as used herein, shall include antennas for providing high-speed Internet accesses to a fixed location.



**F.A.B.S., INC.**  
HOMEOWNER ASSOCIATION MANAGEMENT  
2031 3<sup>rd</sup> STREET  
LIVERMORE, CA 94550  
925-249-8800 Phone  
925-249-9006 Fax  
E-mail: info@fabsinc.com

## **ARCHITECTURAL MODIFICATION REQUEST FORM**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS \_\_\_\_\_

WORK PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

It is necessary to include in this application anything that will be **above the fence line** in back of the house and everything in the front of the house.

Check the list of applicable improvements:

**Front Yard Landscaping**

☐ Trees  
☐ Shrubs  
☐ Planters, raised beds  
☐ Fixed Patio Furniture  
☐ Retaining walls  
☐ Paving  
☐ Other \_\_\_\_\_

**Back Yard Landscaping**

☐ Trees  
☐ Shrubs  
☐ Storage buildings and areas  
☐ Athletic and play equipment  
☐ Fixed Patio furniture  
☐ Other \_\_\_\_\_

**Front Structural Changes/Additions**

☐ Overhead garden structures  
☐ Painting  
☐ Building alteration  
☐ Building addition  
☐ Fences  
☐ Lighting Fixtures

**Back Structural Changes/Additions**

☐ Overhead garden structures  
☐ Painting  
☐ Building alteration  
☐ Building addition  
☐ Fences  
☐ Lighting Fixtures

Please indicate details: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PLEASE ATTACH A COPY OF A SKETCH OR PLANS OF ALL IMPROVEMENTS REQUESTED FOR APPROVAL. THESE MUST BE SUBMITTED AND ATTACHED TO THE APPLICATIONS TO SHOW LOCATION, DIMENSIONS, CONSTRUCTION MATERIAL, COLOR AND ANY DESCRIPTION NEEDED FOR THE ARCHITECTURAL COMMITTEE TO VISUALIZE THE APPEARANCE OF THE FINISHED PROJECT.

Will a licensed contractor perform the work?    YES       NO

If yes, Name of Contractor: \_\_\_\_\_

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

Phone: \_\_\_\_\_ License #: \_\_\_\_\_

**NOTE:**

1. Applicant agrees and understands that submission of this form alone does not fulfill all requirements for approval. Committee may require additional information in order to make a decision. Until all information has been received, the application stands disapproved.
2. It is the homeowner's responsibility to confirm receipt by FABS of the Request Form.
3. Applicant understands that if the committee requires modifications to the plan, special conditions may be placed on the completion of work.
4. Applicant understands that he/she must obtain approval from the city, if applicable, in which the property is located. Where and when necessary, or committee approval, constitutes automatic authorization by the applicant to the Association to have the work brought into conformance with approved plans, specifications and special requirements at the complete expense of the applicant/homeowner.
5. Applicant understands that approval and construction of said project also entails continued maintenance of said improvement for the life of that improvement.
6. All Architectural Modification Forms will be reviewed and approved by the Board of Directors at the next scheduled meeting.
7. It is the owner's responsibility to check with the management company for approval/disapproval prior to any changes and/or additions begin.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

RECEIPT VERIFIED/DATE: \_\_\_\_\_ BY: \_\_\_\_\_

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**DO NOT WRITE BELOW THIS LINE – FOR HOA USE ONLY**

\_\_\_\_ APPROVED SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_ APPROVED WITH FOLLOWING CONDITIONS  
\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_ ADDITIONAL INFORMATION REQUIRED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_ DENIED REASON FOR DENIAL: \_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE \_\_\_\_\_

**ARCHITECTURAL CONTROL COMMITTEE MEMBER ASSIGNED TO ASSIST WITH IMPROVEMENT:**

\_\_\_\_ PHONE: \_\_\_\_\_

INSPECTED BY: \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_