

LAS POSITAS GARDEN HOMES ASSOCIATION

Revised Rules and Regulations
Approved/Adopted August 28, 2003

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INTRODUCTION

The purpose of this pamphlet is to provide an easy-to-read and convenient reference for answers to questions you may have about the Las Positas Garden Homes Association (LPGHA) Board of Directors and its management policies and procedures. The Rules and Regulations are based on the Bylaws and Declaration of Covenants, Conditions, and Restrictions (or commonly referred to as the CC&Rs) of Las Positas Garden that each homeowner was provided with as part of the sale each unit.

We encourage you to refer to this pamphlet first whenever you're not sure about your rights and privileges as a resident of this community. If you have further questions about any rule or regulation, however, please feel free to call Community Association Management (CAM) at 925-829-8999. They will be happy to assist you.

1.0 General Rules

- 1.1 The Las Positas Garden Homes Association (LPGHA) Board of Directors, by a majority vote of its members, reserves the right to modify the LPGHA Rules and Regulations at any time to ensure full compliance with the applicable CC&Rs and Bylaws.
- 1.2 Each owner is responsible for familiarizing his or her tenants and guests with LPGHA rules and regulations. Owners will be responsible for any damage to the common area or disturbances by their tenants and guests

2.0 Use of Premises

- 2.1. Each unit will be used only as a residence for a single family. No business or commercial enterprise may be conducted on the premises without prior approval of the LPGHA Board of Directors.
- 2.2 The term of any rental lease must be greater than 30 days and the lease document must be in compliance with LPGHA CC&Rs and Bylaws.
- 2.3 Owners may not leave any items in the common area such as bicycles, children's toys, etc.
- 2.4 No resident, tenant, or guest will be permitted to use the common area in a manner that is any way offensive to others living in the community.
- 2.5 The LPGHA Board of Directors may authorize its agents and employees to enter any unit and patios to make emergency repairs or repairs at unit which owner has failed to make as required under the provisions of the LPGHA CC&Rs. A reasonable advanced notice will be given prior to the entry.
- 2.6 Only one "For Sale" or "For Rent" sign may be displayed on any lot. No sign may be attached to a unit in a way that will damage the exterior. All signs must be in compliance with the CC&Rs.
- 2.7 No canopy, blinds, clotheslines, radio or television antennas, window air conditioners, or other equipment may be attached to or placed on the outside walls, doors, or roof of any building. Installation of any type of wiring on the exterior of the buildings requires the prior written approval of the Association.
- 2.8 All draperies, curtains, shades, or interior shutters visible through windows must be of conventional design and material. No aluminum foil, blanket, or other material not intended for the window covering will be allowed.
- 2.9 Patios may not be used for visible storage.

- 2.10.1 All common area landscaping is the exclusive responsibility of LPGHA. Any alterations to the individual unit front yards or other common areas, including plantings, must be pre-approved by the LPGHA Board of Directors.
- 2.11 Trash cans/carts shall be stored inside the patio area. Trashcans may be put out at night before pick up and taken inside the following day. Trashcans must be properly covered to discourage stray or wild animals scavenging.
- 2.12 Carports may not be used for storing furniture, tools, trash, etc.
- 2.13 Any alteration to the exterior of the buildings or addition requires prior written approval of the Homeowners' Association.
- 2.14 It is the owners' obligation to maintain their premises in a satisfactory manner. Owners shall promptly replace the broken window glasses; repair torn and damaged screens and maintain their exterior lights.

3.0 Pets

- 3.1 No more than two (2) pets may be kept in any single unit. (Please refer to CC&Rs for further details.)
- 3.2 Owners shall prevent their pets from soiling any portion of the LPGHA common area and from causing any disturbance that impedes owners and tenants from the quiet enjoyment of the common area.
- 3.3 Dogs in the common area must be leashed and in the company of the owner or tenant at all times. Cats are not allowed to roam freely in the common area.
- 3.4 Any damage to property or personal injury caused by a pet is the sole responsibility of the unit owner or tenant.
- 3.5 The LPGHA Board of Directors reserves the right to prohibit the maintenance of any pet that constitutes a nuisance or safety hazard to any owner, tenant, or guest on the LPGHA premises.
- 3.6 Dogs and cats should wear a tag identifying their address clearly. To prevent stray cats and dogs damage to common area, playgrounds and roofs and also due to the health and safety concerns, Association may periodically take action to capture these animals and deliver them to the animal control. Any pet accidentally trapped will be returned to its owners. The residents found in the breach of the Article 3.3 will be fined \$25 plus the expense Association incurred in trapping the animal.

3.7 All complaints and the reports of violations should be directed to the management in writing. The name and unit address should be mentioned, however plaintiff may ask for anonymity and their name will not be released without their prior consent.

4.0 Parking

4.1 Owner and tenant vehicles must be parked either in unit carport(s) or in the one additional assigned space reserved for the unit, if applicable. Owners with more than two registered motor vehicles must park the additional vehicle(s) off premises.

4.2 No vehicle may be parked in the fire lanes (areas designated by red-painted curbs).

4.3 Commercial vehicles, mobile homes, recreational vehicles, campers, or any disabled or unregistered vehicles are prohibited from parking or storage in the LPGHA common area.

4.4 Repair, construction, or reconstruction of any vehicles is prohibited in the LPGHA common area. Any damage to the pavement resulting from oil or other fuel leakage in an assigned parking space will be the responsibility of the unit owner or tenant.

4.5 Any vehicle in violation of Regulations 4.1 through 4.4 will be towed at the unit owner or tenant's expense. Said owner or tenant may also be subject to additional fines as determined by the LPGHA Board of Directors.

4.6 Parking in "visitor" spaces is for LPGHA guests only and may not be used for homeowner/tenant vehicles. Parking in "visitor" spaces is limited to 8 hours.

4.7 No vehicle, boat, trailer or camper truck may exceed the length of the carports.

5.0 Recreational Facilities

5.1 Recreational facilities are defined as those parts of the common area consisting of the play area and basketball courts. Recreational facilities are for the exclusive use of the LPGHA owners, tenants, and their guests.

5.2 Any person not an owner, tenant, or guest who attempts to use any of the LPGHA recreational facilities will be subject to applicable trespassing law.

5.3 Owners and tenants who observe unauthorized persons using the LPGHA recreational facilities should report such persons immediately to CAM.

6.0 Traffic Control

6.1 The maximum speed limit for all vehicles using the LPGHA common area roadways is 5 mph.

6.2 Bicycles, tricycles, skateboards and roller skates may not be ridden through landscaped areas or on the lawns. Cyclists or skaters who use the on-premises roadways do so at their own risk.

7.0 Enforcement Procedures

- 7.1 The LPGHA rules and regulations apply to all owners, their tenants, employees, and guests.
- 7.2 The property management company contracted by LPGHA, Community Association Management (CAM) and agents of that company, or of the LPGHA Board of Directors, have the authority to serve Notice of Violation on residents and owners of individual units should said residents, owners, or their guests or employees violate the CC&Rs or the LPGHA Rules and Regulations. LPGHA shall charge an enforcement fee against the owner of the unit in question for any expenses incurred in the enforcement of the CC&Rs and/or these Rules and Regulations.
- 7.3 For each violation during a given calendar year the charge shall be as follows:
- 1st violation - Written Warning Notice
 - 2nd violation - \$50.00
 - 3rd violation - \$100.00
- 7.4 On the 4th or subsequent violations, LPGHA may enforce the Rules and Regulations by carrying out against the unit owner or tenant the penalties provided for in the LPGHA CC&Rs and Bylaws.
- 7.5 Enforcement fees shall be due and payable on the issuance of the Notice of Violation and shall become delinquent 30 days thereafter. Interest shall accrue on a delinquent enforcement fee from the date of delinquency at the maximum rate permitted by law until the delinquent fee has been paid in full along with any accrued interest.
- 7.6 Complaints about the services of the Management Company or other issues relating to common community interests shall be made in writing to the LPGHA Board or its designee.

8.0 Grievance Procedure

- 8.1 An owner may appeal to the Board of Directors at a regular Board meeting for a waiver of a fine and the fine may be waived by a favorable vote of a majority of the Board.
- 8.2 An owner or tenant witnessing any violation of the LPGHA rules and regulations and/or CC&Rs should immediately submit a signed written report of such violation to the LPGHA Board of Directors. The Board will then investigate the alleged violation by notifying the alleged violator in writing. If necessary, the Board may then conduct a closed hearing and decide by majority vote what action should be taken. The decision of the Board shall be final in all such cases.

LAS POSITAS GARDEN HOMES ASSOCIATION

RESOLUTION

ADOPTED August 28, 2003

Exterior Upgrades

Patio Overhangs, Windows, Front Doors & Screen Doors

WHEREAS, the Board of Directors of the Las Positas Garden homes Association, will from time to time, establish policy; and,

WHEREAS, The Association CC&Rs, Article VI, Architectural Control, specifically provides the Association with the authority to devise and adopt such a policy.

NOW THEREFORE, IT IS RESOLVED that the attached architectural policy governing the overhangs are in effect and shall remain in full force and effect until repealed or amended by further resolution of the Board.

GUIDELINES

Patio Overhang:

- 1- The acceptable designs are limited to overhangs covering the patio, to be extended from the sliding patio door to the back fence and from the sides, covering from the partition fence to the storage shed.
- 2- Structure shall be made of lumber and may not be attached to the building over the sliding door trim and supported by properly mounted posts at the other end.
- 3- Overhangs are permitted only for the purpose of providing shade and privacy. The structure cannot be covered by materials such as roofing material, corrugated plastic/metal, sheet metal etc.
- 4- A permit should be obtained from the City of Pleasanton indicating compliance with the pertaining City codes.
- 5- Homeowners having their overhangs already approved by the Association (proof of approval required) whether in compliance with this resolution or not, are exempt, subject to the provisions of the section C.2.
- 6- All existing or new structures have to be maintained in a reasonable condition. The overhangs falling into disrepair and neglect will have to be taken down.
- 7- Existing structure having the City of Pleasanton permit and maintained in good repair is acceptable.
- 8- The existing overhangs not falling into section 5 and 6 categories will have to be removed whenever unit is being sold or transferred.

Replacement Windows:

- 1- The acceptable designs are limited to windows with white vinyl framing. The windows can have grids of different designs or no grids. In case of kitchen windows the white vinyl garden windows are acceptable.
- 2- The applicant is responsible for the removal of the old windows and proper installation of the new ones. Homeowner needs to ensure that the installation is done correctly in accordance with standards provided by the window manufacturer and the City of Pleasanton.
- 3- The applicant is solely responsible for any damage arising during the construction or installation of the windows and subsequent operation.
- 4- French doors with equal size openings on both sides may be used to replace the sliding doors. The acceptable design is white vinyl framing. The size should be the same as the existing sliding door.

Replacement Front Doors:

- 1- The acceptable designs are limited to standard doors manufactured for the front entry application. The door can be solid or have a half moon decorative window with clear glass.
- 2- The door can be finished in natural wood or painted white similar to the existing front entry doors.
- 3- The applicant is solely responsible for the maintenance of the door and its hardware. The paintable doors will be painted periodically whenever painting of the complex is taking place.

Front Entry Screen Doors:

- 1- The acceptable designs are limited to standard screen doors or security doors intended for the use with the front entry doors.
- 2- The only acceptable color for the screen doors is white frame door and no other color will be considered.
- 3- The applicant should ensure the proper maintenance of the door and screen doors allowed to fall in disrepair have to be replaced at the owner's expense.

APPLICATION PROCESS

- 1- Applicants should submit a written request to the Association outlining the detail of the subject structure.
- 2- A conditional approval will be granted and upon final inspection of the structure and the receipt of the City of Pleasanton permit the final approval will be issued.
- 3- The letter of approval should be kept by the homeowner and upon transfer or sale of the unit has to be passed on to the new owners.

ENFORCEMENT

- 1- Members found in violation of this resolution will be notified in writing and requested to bring their improvement in compliance.
- 2- Members electing to disregard the aforementioned notice may be subject to fine, legal action or the sale of the property may be hindered.
- 3- All administrative and legal expenses which Association incurs in the process of enforcing this policy will be assessed to the member in violation.

POLICY ON INSURANCE DEDUCTIBLE & FILING INSURANCE CLAIMS

If you encounter a situation that you feel is an insurable loss under the Association's Insurance policy, you must first report the loss ASAP to the management office. Complete information regarding the loss must be provided before the Association can refer and file the claim with the Association's insurance carrier. Do not report the insurance claim directly to the Association's insurance agent. This will only delay proper processing of the claim. You must also remember that the Association's current insurance has a deductible \$10,000 so that any covered amount over the deductible will be reimbursed. The deductible may change from time to time as we shop for the best possible policy for our budget. Example, total damage reported amounts to \$16000 due to an acceptable claim. After \$10,000 is deducted from the total claim, the reimbursable amount due to the homeowner is \$6,000.

Homeowner's Responsibility for Insurance Coverage:

As a homeowner residing at Las Positas Garden Homes, you must also have adequate insurance protection that is compatible with the Association's policy and ensure that there is no gap in coverage between what the Association insurance covers and what you as a homeowner needs to have in place.

Standard areas of insurance coverage that you as owner of a unit in Las Positas Garden Homes need to have includes:

1. Protection in the event of loss or damage to personal property from fire, theft, or other cause.
2. Protection of assets in the event that you are legally responsible for injury to others either in the home or elsewhere resulting from your personal activities. ***In particular, you should ensure that you have adequate liability insurance to cover your personal needs and responsibilities. The Association is not liable for Owners who fail to obtain adequate insurance.***
3. Coverage to meet your shared insurance responsibility with the Association. As stated above, there is a deductible.

Acceptable Claims:

A claim may be filed with the insurance carrier on behalf of the owners subject to the following conditions and exceptions:

1. No claim will be filed for the losses for which no clear coverage exists. The management will issue a letter stating that there is no coverage for the submitted loss.
2. The estimated loss has to be in excess of the deductible before a claim is filed. The amount of loss can be established by the Board of Directors, Management or the owners submitting an estimate from a qualified contractor.
3. The Association would not file a claim to satisfy the homeowners' insurance carrier's requirements to confirm that the Association's insurance does not cover the loss. Management will provide the owners with a letter stating lack of coverage.

Exclusions:

The policy excludes all floor coverings, wall coverings and ceiling coverings. Homeowners are reminded to make sure their personal insurance policies cover these items.

Proof of Insurance

Requests for certificates of insurance from mortgage holders, mortgage lenders, etc., are made from time to time and homeowners can easily obtain a copy of a certificate of insurance directly from Insurance agent. If your lender has requested that you provide them with such a form, please contact John Brady at 925-461-7190 and a copy will be issued to the lender and you may also request that a copy be sent to you for your records.

MAINTENANCE POLICY

Introduction

The Association's Board of Directors has adopted the following Maintenance Policy to help both the Board and the Association Members better understand and fulfill their maintenance, repair and replacement responsibilities. These maintenance items are addressed and can be found in the Las Positas GHA CC&R's recorded April 5, 1971, Alameda County Official Records.

As a general rule, the owners are solely responsible for maintenance of their unit except for those areas specifically pointed out in the CC&R's. For your convenience, please refer to the following attached informative maintenance guide listing the components, who is responsible, i.e., Association or Owners, and CC&R's reference upon which the responsibility is based.

Maintenance, repair and replacement generally referred to as "maintenance".

This policy does not constitute a comprehensive list of all maintenance responsibilities. For a more detailed description and understanding of the Association's and Owner's responsibilities please refer to the Association's CC&R's. This is being offered as simple layman's reference guide as the language laid out in the CC&R's can be very overwhelming and hard to understand in the "legalese" verbiage and format it is written.

MAINTENANCE POLICY

As Las Positas Garden homes are part of a Planned Unit Development most responsibilities for maintenance, repairs and replacement reside solely with the individual homeowner. Except where noted and as provided in Article V, Duties and Powers of the Association; Section 5.1.A Maintenance each owner shall keep all portions of his or her Residence in good repair and condition.

Item	Responsibility	CC&R's Reference
*Common Area	Association	Article V
Painting exterior surfaces	Association	Article V
Roofs	Association	Article V
Gutters & Downspouts	Association	Article V
Common area fencing	Association	Article V
Private Streets/Walkways	Association	Article V
Unit Siding Maintenance/Replacement	Association	Article V
Windows (Glass)	Owners	Article V
Mailboxes-lost keys	Owners	
Mailboxes-broken lock	Owners	Article VIII
Air conditioners	Owners	Article VIII
Appliances	Owners	Article VIII
Carports- Reroof/Paint	Association	Article V
Main Line Water Breaks-Meter to street	Water Co.	
Main Line Breaks-Meter to the house	Association	
Party Walls/Fences	Both Neighbors	Article VII
Plumbing Pipes/Fixtures	Owners	Article VIII
Telephone Wiring	Owners	Article VIII
Patio Floor & Storage shed doors	Owners	Article VIII
Structural Pest Control	Owners	Article VIII

*The Association must maintain the common area landscaping, lights, fences, exterior paint and roofs. If you are in need of further clarification on any of the maintenance policies, please contact the management office at 925-829-8999.