

*Foothill Highland Homeowners Association  
Rules and Regulations*

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The following Rules and Regulations have been adopted by the Board of Directors of the Foothill Highland Homeowners Association's Board of Directors pursuant to its authority under Article V, Section 5.05, of the Association's CC&Rs.

These Rules and Regulations do not replace the CC&Rs, but rather supplement (and in some cases restate) the CC&Rs. Each Owner/Occupant of Foothill Highland is obligated to abide by all of the Association's governing documents, including, but not limited to, its CC&Rs, Bylaws, Articles of Incorporation, and these Rules and Regulations. Failure to comply with the governing documents can result in fines, loss of privileges, or legal action.

It is the responsibility of all Owners to provide their tenants and guests with copies of the Governing Documents of the Association. Owners are responsible for the actions of their

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families, tenants, occupants and guests with regard to violations of the Association's Governing Documents.

**1. Definitions**

These Rules and Regulations shall be deemed to incorporate the terms and definitions contained elsewhere in the Association's Governing Documents. In the event of any conflict, the terms and definitions in the CC&Rs and Bylaws will prevail.

**2. Animals and Pets**

- 1) A maximum of two (2) 35-pound, or less, domesticated cats and/or dogs may be kept in a Unit, unless the Board has approved, in writing, that an Owner/Occupant may keep a greater number.
- 2) Small domesticated animals (e.g., birds, hamsters, fish, turtles) may be kept in a contained environment (cage or aquarium).
- 3) No animals or pets may be kept, bred or raised for commercial purposes.
- 4) Owners/Occupants must kept all animals and pets under reasonable control at all times.
- 5) No animals or pets may be kept on the Property or in a Unit that unreasonably annoys or disrupts the quiet enjoyment of other Owners/Occupants (including, but not limited to, excessively barking dogs, biting, aggressive behavior, chirping birds, or noisy aquarium filters). The Board has the authority to determine which animals or pets are a nuisance and need to be removed.
- 6) Dogs (except for service animals) may only enter the Common Areas or Association Property while on a leash held by a person capable of controlling it; however, no animals or pets are allowed in the pool area, tot lot, or tennis courts.
- 7) Owners/Occupants are responsible for cleaning-up after their animals and pets and must prevent their animals and pets from soiling the Common Areas and Association Property.
- 8) See CC&Rs, Article III, Section 3.08, for additional animal regulations.

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**3. Maintenance and Repair**

**A) Maintenance and Repair by Owners**

- 1) Owners are responsible for keeping the interior of their Units and Exclusive Common Areas in a clean, sanitary, attractive condition and in good repair, including but not limited to, utility fixtures and equipment, plumbing fixtures and pipes, electrical fixtures, flooring, walls, doors, frames and hardware, windows, window frames and hardware, patios, balconies, interior wall/fence surfaces, etc.
- 2) Owners are responsible for the maintenance, repair and replace of their air conditioning and heating equipment.
- 3) Any changes to the exterior appearance of a Unit must be submitted to, and receive written approval by, the Board.

**B) Balconies/Patios/Decks**

- 1) No balconies, patios, decks, or similar Exclusive Use Common Area may be used for storage purposes and such areas must be kept free of clutter and debris.
- 2) No Improvements, such as shade mesh attachments, lighting or similar items, may be attached to or installed within a patio or balcony (including, but not limited to, improvements installed or attached to any balcony railing, fencing, exterior shade, awning, etc.,) without prior written approval from the Association's Architectural Committee.
- 3) Owners/Occupants are responsible for keeping their balcony, patio and/or deck area in orderly condition and clear of debris; however, the Association shall be responsible for waterproofing of the finished surface and all issues pertaining to the structural integrity of the balcony, patio or deck.
- 4) Owners must notify the Association as soon as possible of any problem with the waterproofing or structure of balconies, patios and/or decks.

**C) Basketball Hoops**

- 1) No basketball hoops or other recreational Improvements may be installed or placed unless the Owner receives written approval by the Architectural Committee.

**D) Clotheslines**

- 1) No exterior clotheslines are allowed on any balconies, decks, patios, or any other exclusive use Common Areas, Common Areas or Association Property. No exterior drying or laundering of clothes or other items is permitted.

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**E) Holiday Decorations**

- 1) Exterior holiday decorations are to be maintained only during the respective holiday season. After the respective holiday season, all applicable exterior decorations are to be promptly removed within ten (10) days after the actual recognized date or dates of the holiday concerned.

**F) Leaks and Mold**

- 1) Reporting Leaks and Backups. Unit owners must immediately report to the Association any actual or possible leak or moisture accumulation in or from any area or component for which the Association or owner is responsible for maintaining, as well as any actual or possible backup in a common line or drain that the Association or Owner is responsible for maintaining. Leaks and backups must be reported by phone with a follow up in writing. Delay in reporting can increase the cost of repair and abatement. The Association may pass through and/or charge back to the Unit owner repair and maintenance costs incurred by the Association that could have been avoided by timely reporting of the leak, moisture accumulation or backup.
- 2) Mitigating Water Intrusion. In the event of intrusion of water into any Unit (including, without limitation, as a result of any roof, window, siding, plumbing or other leaks), and whether or not the cause of such leak constitutes a repair issue, the owner of the affected Unit shall be obligated to immediately notify the Association of such event, and owner shall take all necessary and appropriate action to stop any such water intrusion. The Association will have the right to inspect the condition, including the right to assess the likelihood of mold and mildew, and to offer recommendations for mitigation of mold or mildew. Each Owner shall be obligated to take all reasonable steps to mitigate any possible spread or accumulation of mold or mildew.
- 3) Response. The Association will respond to reports of leaks, moisture accumulation or a backup in or from an improvement the Association is responsible for maintaining as soon as reasonably possible after receipt of the report. Please know that if mold may have already developed to a limited extent, it can usually be removed either by the Unit owner or by the Association's agent or contractor. All residents should take immediate action to avoid and eliminate mold. The EPA reports that so long as wet or damp areas are dried within 24 to 48 hours, in most cases mold will not grow.
- 4) Difference Between Responsibility for Performing Repairs and Liability for Reimbursement of Repair Costs. There will be times when a leak or backup from a common component causes damage within a Unit, and when a leak or backup from within a Unit (or a line serving only one Unit) damages a common component and/or another Unit. The source of the leak or cause of the backup does not determine the responsibility for performing the repair or abating any resulting mold. Instead, it may

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give one party the right to seek reimbursement for the repair costs from the other party. Generally, regardless of the cause of the damage, each Unit owner is responsible for performing the repairs to their Unit and its contents (as well as abating any mold within the Unit) and the Association is responsible for performing the repairs to the common elements.

- 5) Negligence and Mitigating Circumstances: Unit owners are responsible for the cost to repair damage to the common elements where the damage was the result of negligence or the intentional conduct of the owner or a resident or guest of the Unit. Likewise, the Association will generally be responsible for reimbursing a Unit owner for the cost to repair the Unit where the damage was caused by the negligent or intentional act of the Association. The Association will not be responsible for costs to repair damage (or abate mold) that could have been avoided or mitigated by the reasonable acts of the Unit owner or residents, such as where an owner or resident fails to immediately report a leak or backup.
  
- 6) Reimbursement of Repair and Mitigation Costs. Where a Unit owner seeks to recover repair or remediation costs that the Unit owner contends results from the Association's negligence, the Unit owner needs to submit a written claim to the Association's Board of Directors. The claim should include information and details on: (a) how the Association knew or should have known of the condition or problem with the common element that led to the damage costs incurred by the Unit owner; (b) the Association's failure to act; (c) the mitigation steps taken by the Unit owner; and (d) the out-of-pocket costs and damages incurred by the Unit owner. The Association Board will then consider the claim, conduct further investigation if the Board deems the same warranted, and issue a decision, in writing, to the Unit owner. Before the Association can make a decision on whether to levy a special assessment to recover repair or remediation costs the Association suspects may result from a Unit owner's negligence (or the negligence of a resident or guest of that owner's Unit), the Association will schedule an executive session hearing and provide the owner with at least 10 days written notice of the same. The written notice will include information and details on items (a) through (d) above, but from the Association's perspective. At the hearing, the Unit owner will be entitled to present evidence and witnesses to rebut the Association's claim. The Association Board will then consider the matter and issue a written decision. At the Unit owner's request, the hearing can be rescheduled to a date between 30 and 45 days after the initial scheduled hearing date, to allow the Unit owner more time to conduct an investigation. Such a continuation request needs to be received by the Association no less than 5 days prior to the date of the initial hearing.
  
- 7) Access to Units. Unit owners are required to provide the Association or its agents access to their Units and Exclusive Use Common Areas, both for the investigation and the remediation of any water damage/mold claims, and to prevent potential further damage to other Units and the Common Areas, regardless of whether the water damage/mold originated within the Unit or Common Areas.

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- 8) Owner's Responsibility: Unit owners are encouraged to eliminate any potential sources of moisture that would support the growth of mold. Owners must regularly inspect their residences, including checking under sinks and toilets, remove any standing water, provide for adequate ventilation (especially during and after showers) and keep kitchens and bathrooms clean.
- 9) Failure to Regularly Inspect or Report: Where damage/contamination is found to have been caused by an owner or resident's failure to regularly inspect, maintain or repair those portions of the Unit, the Unit's garage or deck or other component for which the owner is responsible, or an owner or resident's failure to report a backup or water intrusion in a timely manner, the owner bears responsibility for the resulting repairs/mold remediation costs, including, where applicable, payment of any insurance deductible.
- 10) Special Assessment: The Association may levy a special assessment against a Unit owner, following notice and a hearing, to recover costs incurred by the Association in repairing damage caused through the willful or negligent act of the owner or a resident or guest of the owner's Unit.
- 11) Insurance: Unit owners are encouraged to obtain their own insurance to cover water and moisture damage to the interiors of their residences and personal property, and to protect against liability for damage to other person's property or the common elements.

**G) Plants**

- 1) No vegetation, potted plants, or other items are allowed on any decks, balconies, window ledges, patio walls, etc., which cause, or may cause, damage to the Common Areas or Association Property. Such damages may include, but are not limited to, breaching the water-tight membrane, water damage, mold, rot, insect/pests infestation, etc.
- 2) No vegetation, potted plants, or other items may be attached to or hung from Common Areas, Association Property, exterior walls, patio awnings, balcony railings, etc. without prior written approval by the Architectural Committee.
- 3) No vegetation, vines plants or similar vegetation, or other items are allowed to grow on exterior walls, patio awnings, balcony railings, etc. which cause, or may cause, damage to the Property, Common Areas or Association Property. Such damages may include, but are not limited to, breaching the water-tight membrane, water damage, mold, rot, insect/pests infestation, etc.
- 4) No vegetation, vines plants or similar vegetation, bushes, or other items are allowed to grow on/over fencing or railing onto Common Areas or Association Property.

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**H) Satellite Dishes**

- 1) Except for Authorized Antenna<sup>1</sup>, all installation of television or radio poles, antennae, satellite dishes, or similar devices, and related Improvements must have written authorized by the Architectural Committee.
- 2) Any Owner who desires to install an Authorized Antenna agrees to install such device wholly within his Unit and/or Exclusive Use Common Areas so that it does not encroach upon another Unit or Common Areas, and maintain, repair or replace any Improvements affected by the installation, maintenance or use of such antenna, if required by the Architectural Committee. Under no circumstances shall any Owner drill through, or install any Improvements upon any Common Areas and Association Property with respect to the installation or maintenance of any antenna or wiring, unless approved by the Architectural Committee. Nothing shall be done in any Unit or Common Areas and Association Property which will or may tend to impair the structural integrity of any building in the Project. There shall be no alteration, repair or replacement of wall coverings within Units which may diminish the effectiveness of the sound control engineering within the buildings in the Project.
- 3) No satellite and antennae devices, Authorized Antenna, or similar devices and related Improvements may be attached to any stucco, roof, awning, or other area or material which causes, or may cause, damage to the Property, Common Areas or Association Property.
- 4) No Owner/Occupant may perform installation (including, but not limited to drilling, hanging, wiring, etc.), of any satellite and antennae, or similar devices, including components and wires for such devices, upon any Common Areas or Association Property unless the Owner has received written approval by the Architectural Committee.
- 5) The Architectural Committee may review the location and installation of an Authorized Antenna, or similarly approved device, after it is installed and may require it be moved to a preferred location (if one has been designated) for safety reasons or to comply with reasonable restrictions of the Governing Documents or applicable law.

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<sup>1</sup> CC&Rs, Article I, defines Authorized Antenna as: (a) An antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one (1) meter or less in diameter, or (b) an antenna designed to receive video programming service, including multichannel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and is one (1) meter or less in diameter or diagonal measurement, or (c) an antenna designed to receive television broadcast signals, and includes (d) an antenna used to receive and transmit fixed wireless signals, or (e) as otherwise permitted by law, that is of a size and type consistent with the provisions of California Civil Code Section 1376 and with the provisions of Section 207 of the Telecommunications Act of 1996 (47 U.S.C. Section 303) or the regulations promulgated thereunder.

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**I) Signs**

- 1) Subject to Civil Code Section 1353.6, no signs, posters, displays, or advertising devices may be displayed anywhere on the Property visible outside a Unit without the prior written consent from the Architectural Committee. Signs advertising a unit for sale or lease may be displayed in a window or wholly within a unit's exclusive use common area pursuant to Civil Code Sections 712 and 714. The United States flag may be displayed within a unit or wholly within a unit's exclusive use common area pursuant to Civil Code 1353.5.
- 2) No welcome signs or planks, or similar display items may be attached to the stucco, roof, awning, or other areas which cause, or may cause, damage to the Common Areas or Association Property.

**G) Windows**

- 1) Windows are not allowed to be covered with sheets, newspaper, aluminum foil or similar materials. Window coverings must be neat and attractive and maintained in good repair. Approval from the Architectural Committee is required before window coverings that are visible from the common area can be installed or altered.
- 2) Owners will maintain and repair windows and repair all broken windows at their own expense.

**4. Parking and Vehicles**

- 1) The Association has the right to enforce all parking restrictions and to remove from the Common Area or Association Property any vehicles parked in violation of the Association's Governing Documents.
- 2) The following vehicles are prohibited within the Property except for brief periods for loading, unloading, making deliveries, emergency repairs, or unless specifically authorized by the Board:
  - a) recreational vehicles (including, but not limited to, motorhomes, travel trailers, camper vans, boats, etc.);
  - b) commercial-type vehicles (including, but not limited to, stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, or any vehicle painted and/ or marked in a way to specifically advertise for business, real estate sales, etc.);
  - c) buses or vans designed to accommodate more than ten (10) people;



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- d) vehicles having more than two (2) axles;
  - e) inoperable vehicles or parts of vehicles;
  - f) aircraft; and
  - g) any vehicle or vehicular equipment deemed a nuisance by the Board.
- 3) All vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Unit and kept within the Property shall be parked in the Owner's garage, and each Owner shall maintain his garage in a manner which ensures that it is capable of accommodating no less than the number of vehicles for which the space was originally designed for by Declarant. Vehicles may not be restored or repaired on the Property, unless parked wholly within a garage.
- 4) Garage doors may not be left open except as temporarily necessary or while used for entering or exiting.
- 5) No explosives, fireworks, highly flammable material, hazardous material or combustible material such as gasoline, kerosene, oil, oil-based paints, solvents, etc. are allowed to be stored in any garage or otherwise.
- 6) Garage space may not be converted into any use (including, but not limited to, recreational rooms, living quarters, or storage rooms) that would prevent parking of vehicles the space was designed to contain. Owners and residents are to use their garages for parking of their vehicles so that the Common Area will be available for guest parking.
- 7) The Common Area parking areas in the Project may not be used on a long-term (i.e., more than 72 hours) basis by Owners/Occupants in the Project.
- 8) Violations of these Parking and Vehicles rules and regulations and other restrictions may subject a vehicle to towing pursuant to California Vehicle Code Section 22658 or other applicable law.

**5. Recreational Facilities**

- 1) Swimming Pool and Spa Rules:  
Pool and spa areas hours are from: 7:00am – 11:00pm  
Maximum pool capacity is 22 person  
Maximum spa capacity is 5 persons  
Pool is for residents and authorized guests only  
No pets allowed  
Please keep pool gate closed at all times  
Shower before entering  
Persons under 14 must be accompanied by an adult

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No glass in pool/spa area  
No running, rough play or diving allowed  
Quiet hours 11:00pm to 7:00am (will be strictly enforced).

- 2) **Playground Rules:**  
Tot lot hours are from: 7:00am – dusk.  
No pets allowed  
Please keep gate closed at all times  
Do not use play area/equipment improperly  
No glass, food or drinks allowed  
No rough playing, yelling or foul language  
No throwing of ground cover  
One person per swing at a time  
No climbing or jumping on fence or gate  
Use playground equipment at your own risk  
Association is not responsible for injuries or accidents caused while playing on playground.  
Persons under 14 must be accompanied by an adult.
- 3) **Tennis Court Rules:**  
Tennis court hours are from: 7:00am – 11:00pm  
No skateboarding  
No bicycle riding  
No rollerblading or skating  
No scooter riding  
No playing or climbing on tennis netting  
No climbing or jumping fence  
Association is not responsible for injuries or accidents that occur in the tennis court  
Persons under 14 must be supervised by an adult.
- 4) Tennis courts are only to be used for tennis playing.
- 5) No climbing of fences or gates at the pool area, tot lot, or tennis courts is allowed.
- 6) No skateboarding, bike riding, scooter riding or skating/rollerblading, or similar activities are allowed in the tennis courts or pool areas.
- 7) No party jumpers are allowed in the Association Property or Common Areas, including tennis courts, pool area, and tot lot.

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**6. Tenants/Leasing of Units**

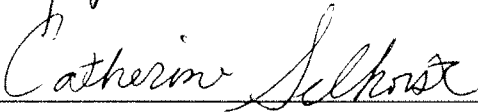
- 1) Owners may only lease the entire Unit, i.e., no rental of rooms or less than the entire Unit is allowed, subject to the requirements of Article III, Section 3.01, of the CC&Rs.
- 2) No Owner may lease a Unit for hotel, motel, transient or any other temporary purposes.
- 3) Owners, at all times, are responsible for their tenant's or lessee's compliance with all provisions of the Governing Documents in the occupancy of the Units and use of the Properties.
- 4) An Owner shall be responsible (whether financially or otherwise) for any act or omission of his tenant, occupant, or guest which is in violation of any of the Association's Governing Documents as if such act or omission has been that of the Owner.
- 5) An Owner must furnish his Tenant with a copy of the Rules and Regulations prior to the commencement of the tenancy.
- 6) Owners must give written notice to Management within ten (10) days after rental of their Unit and furnish management with the owner's offsite mailing address.

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Formally adopted at the open session board meeting held on: October 25, 2012

Approved by the following board members:

 \_\_\_\_\_ Date: 10/25/12

 \_\_\_\_\_ Date: 10/25/12

\_\_\_\_\_ Date: \_\_\_\_\_