

# RULES & REGULATIONS

of the Hiller Highlands Five Association

APPROVED

Adopted May 1, 2018

Hiller Highlands V is a "Planned Unit Development." Each Owner of a Lot in a Planned Unit Development surrenders certain freedoms to the Community and agrees, by the purchase of a Lot, to be bound by the Governing Documents in force, which here include: The Articles of Incorporation, The Declaration of the Covenants, Conditions and Restrictions ("CC&Rs"), the Bylaws and the Association's Rules and Regulations. These documents conform to local, State and Federal guidelines and are legally enforceable.

Each Owner will, at all times, be responsible for all actions of themselves and their family (as additional residents), guests, tenants, invitees, contractors and person(s) hired or employed to work on the Owner's property (hereafter referred to collectively as "Guests").

If any potential owner is uncertain if their Guests will be able to conform to the obligations and responsibilities in the Governing Documents, or considers themselves to be exempt from these obligations and responsibilities, they should carefully consider these issues before becoming an Owner of the Hiller Highlands V Community.

Enforcement of the Governing documents is delegated to the elected Board of Directors. The Rules and Regulations describe the procedures that may result in sanctions and fines for violations of the Governing documents. The language of the other Governing documents will prevail if any conflict arises with these Rules & Regulations.

## COMMON AREA RULES (CC&R 5)

1. No alteration or addition to the Common Area is permitted without the prior written approval of the Board of Directors. **See Fine Schedule B**
2. Nothing shall be altered, constructed, placed, kept, stored, parked, planted, or removed, within the Common Area OR the landscaped areas in front of individual residences, without the prior written consent of the Board of Directors. **See Fine Schedule B**
3. There is to be no obstruction to any part of the Common Area. **See Fine Schedule B**
4. The Common Area is to be kept free of rubbish, debris and other unsightly or unsanitary materials. **See Fine Schedule A**

5. Each Owner is responsible for any damage to the Common Area caused by the Owner or their Guests. **See Fine Schedule B**

6. Nothing is to be done, placed or kept within the Development that will increase the rate of insurance or result in cancellation of insurance under any insurance policy maintained by the Association, or which is in violation of any governmental statute, ordinance, rule or regulation. **See Fine Schedule B**

### **ARCHITECTURAL RULES**

No exterior construction, installation, modification or alteration shall be permitted to a Lot/Residence without prior written approval from the Board or from the Architectural Committee, if that duty has been delegated, in accordance with procedures set forth in Articles 1.2 & 7 of the CC&R's. **See Fine Schedule B**

Each Owner shall be responsible for the maintenance, repair or replacement of his or her Residence to preserve the appearance and value of the property within the development in accordance with the Architectural Rules. **See Fine Schedule B**

Violations of the Architectural Rules may include removal of any unapproved additions, modifications of any nonconforming changes, fines and other sanctions as determined by the Board in its sole discretion. **See Fine Schedule B**

In addition to the provisions and procedures set forth in Article 7 CC&Rs, the following Architectural Rules shall apply. **See Fine Schedule B:**

1. Changes in or additions to the exteriors of the homes, including but not limited to awnings, must be submitted for written approval prior to the commencement of the change or addition and must comply with HHV Rules. Additional fees may be required if the Board determines that expert input is required to evaluate any proposed change. An approved form for changes is available at [www.hillerhighlandsfive.com](http://www.hillerhighlandsfive.com).
2. No changes or modifications will be permitted that interferes with or compromises the views of other Owners.
3. Re-painting must comply with the HHV Exterior Paint Color Guidelines. Current color scheme requests are to be addressed to the Architectural Committee.
4. Replacement garage doors must be 4x5 panel or 4x4 panel in design and must be painted to comply with the HHV Exterior Paint Color Guidelines. Insulated steel garage doors are recommended.
5. Roof replacement materials must meet the existing guidelines which can be found at [www.hillerhighlandsfive.com](http://www.hillerhighlandsfive.com).

6. No roof installation of any kind, including but not limited to skylights, solar energy panels or antennas, shall be placed or installed without prior written Architectural approval.

7. Solar energy panels are permitted once written approval is obtained if they are installed in accordance with federal regulations, maintain the structural integrity of the Residence, have minimal visual impact on the Development and do not compromise the views of other Owners. See CC&Rs 7.4.5.

8. Satellite dishes must conform to FCC regulations. Rounded disks, parabolic (curved rectangular) sheets or "yagi" antennas may not exceed one meter in diameter or diagonal dimension. The antenna must be attached to or located on the Lot/residence, within the exclusive use or control of the user and not on the Common area. Radio antennas may not project more than eight inches from the exterior of any dwelling or garage or attachment thereto on any Residence lot, nor may such an antenna contain spreaders, cross arms or other horizontal members.

9. No outside masts, pole, tower or projection of any type attached to any structure that extends above the closest roofline shall be permitted or remain without the prior written architectural approval.

10. Air conditioning equipment must meet visual and sound concerns of adjacent Owners prior to Architectural approval.

11. Planter boxes shall be of simple design and finished to match the exterior colors of the home. They may be attached to one's decks, placed on sidewalks or within Exclusive Use Areas.

12. All exterior repairs or modification must remain in harmony with the existing design of the Development (examples: lighted house numbers of the existing specifications are required, all exterior lighting must be "down-lights").

13. All changes to fences or gates require submission of an Architectural change request and prior approval. The interiors of Exclusive Use Area fences and gates must be stained their natural wood color or painted with the primary color of the HHV Exterior Paint Color Guidelines by the Owner.

14. Interior modifications of homes must not change the structural integrity of the dwelling, nor create any structural compromise or hazard to neighboring homes.

15. Owners must use contractors who are licensed and properly insured. You can determine if your contractor is licensed and get other helpful information about hiring a contractor on the California Department of Consumer Affairs Contractors State Licensing Board webpage at:  
<https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>

16. No temporary structure, including but not limited to sheds, toilets, containers or PODS may be placed upon a Lot, Common Areas or private street without prior Architectural approval. Further, such temporary structure must be promptly removed upon completion of any work for which approval was granted.

17. No Director, officer, committee member, employee or other agent of the Association shall be liable to any Owner or any other person or entity, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person if such person acted in good faith and in a manner such person reasonably believed to be in the best interest of the Association.

### **LANDSCAPE RULES**

The Landscape Committee supervises all landscaping except for that in Exclusive Use Areas. No addition, alteration, change or modification shall be permitted upon or to a Lot or the Common area unless prior written approval is obtained from the Board or from the Landscape Committee, if that duty has been delegated, in accordance with procedures set forth in Articles 1.20 & 7 of the CC&R's. Two approved forms, one for tree requests and one for other landscape changes, are available at [hillerhighlandsfive.com](http://hillerhighlandsfive.com)

Violations will be immediately subject to the costs of repairs, specialist consultation to define the scope of the work if necessary and fines. **See Fine Schedule B**

In addition to the provisions and procedures set forth in Article 7 CC&Rs, the following Landscape Rules shall apply **See Fine Schedule B:**

1. An Application to the Landscaping Committee is required for approval to add, replace, change or modify the existing landscaping (tree or plant). See [highlandsfive.com](http://highlandsfive.com) for the correct form.
2. Any "new" plants requested must have the same water, sunlight and nutrient requirements as the surrounding plants, be compatible with the existing landscape scheme and be fire safe.
4. Outside vendors maintain landscaping for the Common Area, front landscaped areas for each Lot, tree work and fire prevention in the unlandscaped areas. Residents are to notify the Landscape Committee, or the property management firm (Collins Management), for all additional landscaping issues such as broken sprinklers, irrigation leaks, fallen tree limbs and replacement of plants that have died or are not thriving. Owners may not directly supervise work crews but must work through the Landscape Committee.
5. Owners may not hire their own landscape or tree contractors for Common Area plantings.

### **Guidelines for Exclusive Use Areas (Fenced in Yards)**

1. Owners are not required to seek Landscape Committee approval for garden design in Exclusive Use Areas.

2. The height or placement of trees or other plantings on Exclusive Use Areas shall not impede the view of another Owner, negatively influence the structural integrity of the Residence nor that of an adjacent Residence.

3. All plantings must conform to Fire Code regulations of the State of California and the Oakland Fire Department.

4. All costs for Exclusive Use Area gardens are the responsibility of the Owner not the Association. Owners must use contractors who are licensed and properly insured.

5. The Owner is responsible for ensuring that their own contractors maintain a safe and clean area and that all debris, materials and tools are cleared upon completion of their work. The Owner is also responsible for the repair and replacement of any Common Area landscaping or irrigation equipment that is damaged as a result of the work performed in their Exclusive Use Area. If the Board determines, in its sole discretion, that any repair or clean-up work needs to be completed by the Association's landscape service, the cost for those repairs and clean-up will be billed to the Owner.

**See Fine Schedule B**

#### **BUSINESS RESTRICTION RULES (CC&R 5.7)**

No business of any kind shall be established, operated, permitted or conducted with the Development except as defined in 5.7.1. **See Fine Schedule B**

Any business activity is further subject to compliance with CC&Rs 5.7 through 5.11. **See Fine Schedule B**

#### **LEASING AND/OR RENTAL RULES (CC&R 5 & 6)**

A Lot/Residence must be Owner-occupied for at least one (1) year after it is acquired before it may be rented or leased. **See Fine Schedule C**

Leased or rented (income producing) Lots/Residences are strictly limited to 15% of the total number of Lots/Residences within HHV. The Association will maintain a list of Lots/Residences being rented or leased. Once the 15% rental threshold is met, any Owner wishing to rent or lease will be placed on the waiting list. Violations are subject to sanctions and fines. **See Fine Schedule C**

Each Owner leasing or renting a Lot/Residence shall be strictly responsible and liable to the Association for the actions of such Owner's tenant(s) in or about all Residences, Lots and Common Areas and for each tenant's compliance with the provisions of all Governing documents. The Owner agrees to indemnify, defend and hold harmless the Association from any loss, claim or damages resulting from the actions of their tenant.

The Owner(s) and tenants of leased or rented (income producing) property within HHV must comply with all the governing documents including the following:

1. Lots/Residence shall be occupied and used only for single family residential purposes. CC&Rs 5.6 **See Fine Schedule C**

2. No Owner shall enter into a rent or leasing arrangement for less than the entire Lot/Residence. **See Fine Schedule B**

3. The number of occupants in any particular property is limited to Single Family Residential Use and cannot be occupied by more individuals than permitted by applicable zoning laws or government regulations. **See Fine Schedule C**

4. No subletting, transient rentals, vacation clubs, time-share arrangements shall be permitted. **See Fine Schedule C**

5. The lease or rental agreement cannot be for a term of less than one (1) year. **See Fine Schedule C**

6. The Owner shall require the tenant to purchase and maintain in force a HO4 Renter's Policy or equivalent (see CC&R 11.6) for the duration of their tenancy. Upon request, the Owner shall provide evidence of such tenant's insurance. **See Fine Schedule B**

7. The Owner must give written notice to the Board of a proposed tenancy and provides the Association with:

- a. The name(s) of any tenants, guests, house sitters or other persons occupying the Lot/Residence when no owner is in residence.
- b. The identification of and contact information, telephone number, email address, mailing address for all tenants within 15 days of occupancy,
- c. A copy of the lease agreement
- d. A copy of a statement signed by the tenant(s) indicating that he/she/they have received, read and agree to abide by the Governing Documents.
- e. Written notice of their own address for receiving notice(s) from the Association, an alternative address and the name and address of their legal representatives in the event of the Owner's extended absence.

**See Fine Schedule B**

8. Once a tenant vacates a property, the property Owner must advise the Board that the property is vacant and indicate whether the property is to be re-rented or re-leased. If the property is not re-rented or re-leased within six (6) months, the property will be placed at the end of the waiting list. NOTE: a Lot/residence must be Owner occupied for at least one (1) year, after it is acquired, before it may be rented or leased.

**See Fine Schedule C**

#### **SPEED LIMIT AND PARKING RULES**

The speed limit on the private streets is 15 miles per hour (California Vehicle Code Section 22352(a)(1)).

**See Fine Schedule A**

Parking rules in Hiller Highlands V apply to our private streets, circular drives and guest parking areas only. The private streets are Hawks Hill Court, Starview Drive, and Starview Court. The public streets, Hiller Drive and Charing Cross, are supervised by the City of Oakland.

The Board of Directors and/or their authorized representatives will enforce the Parking Rules. These Parking Rules have been adopted pursuant to California Vehicle Code Sections 22658(a)(2) and 22500(e), Oakland Traffic Code Section 10.28.040B, and the Hiller Highlands V CC&Rs 5.17.

Vehicles parked in violation of the Hiller Highlands Five Parking Rules will be subject to fines (see **Fine Schedule A**) and/or towing. When a vehicle is towed, the Oakland Police Department will be notified as required by law. Owners of towed vehicles should call the Oakland Police Department (510 238-3021).

1. Parking is prohibited at all times at the following locations:
  - a. At any red curb
  - b. In the circular drives located between 60 and 66 Starview Drive, and between 82 and 86 Starview Drive.
  - c. At any location that would impede or block access to another Resident's driveway.
2. Residents and guests may park on the private streets for a maximum of eight (8) hours in any 24-hour period.
3. Residents' vehicles may not be parked in Guest Parking areas at any time (see Guest Parking section below).
4. Overnight parking is not allowed on the private streets, except for guest vehicles that are parked in the Guest Parking areas (see Guest Parking section below). Overnight parking is defined as continuous parking between the hours of 12 a.m. (midnight) and 6 a.m.
5. Parking is allowed on residence driveways so long as the vehicle does not interfere with the access of emergency vehicles.
6. The following vehicles are prohibited from parking at all times on driveways, private streets and/or Guest Parking areas in Hiller Highlands V: boats, recreational vehicles, motor homes, trucks (other than a standard size pickup truck or sport utility vehicle [SUV]), trailers of any kind, campers, or inoperable vehicles.
7. Trucks belonging to contractors or persons working to renovate or repair a home located on the private streets may park in legal parking places for a maximum of eight (8) hours per day. This rule does not apply to periods of time in which the truck is being loaded or unloaded. Owners are expected to minimize extended private street parking by contractor vehicles by directing them to use the public streets.
8. Moving vans/trucks are permitted for loading and unloading but may not be parked overnight on the private streets.
9. No vehicles may be parked on the private streets or on driveways for the purpose of being repaired.

### **Guest Parking Rules**

Designated Guest Parking areas in the private streets are:

- Between 34 and 38 Starview Drive
- Between 67 and 71 Starview Drive
- Between 66 and 78 Starview Drive

Overnight parking in designated Guest Parking areas is reserved for guest vehicles only. Vehicles of guests must have a sign/note on the dashboard identifying the Resident whom they are visiting. Overnight parking is defined as continuous parking between the hours of 12 a.m. (midnight) and 6 a.m.

Residents' vehicles may not be parked in Guest Parking areas at any time.

See **Fine Schedule A**

### **PARKING ENFORCEMENT**

1. A new Owner's or resident's vehicle will be given courtesy warning notices during the first 30 days of their residence. Notices will be placed on the windshield of the offending vehicle at the time of the offense.
2. Vehicles in violation of the parking rules will be issued one (1) warning notice of the violation. Notices will be placed on the windshield of the offending vehicle at the time of the offense.
3. Subsequent violations will be subject to **Fine Schedule A**.
4. After four (4) parking violations within a 12 month period, the vehicle will be subject to towing. As per California Vehicle Code Section 22658(a)(2), the vehicle owner will be responsible for all towing costs and fees.
5. Any vehicle which impedes the access to an Owners garage **may be subject immediate towing without advanced warning**. As per California Vehicle Code Section 22658(a)(2), the vehicle owner will be responsible for all towing costs and fees.
6. Owners are responsible for payment of fines assessed for violations of the Parking Rules of their Guests without exception.

### **GARAGE RULES**

1. Each Owner and Resident shall keep all garages in safe condition.
2. Each garage door shall remain closed except when necessary to provide ventilation for individuals working there.
3. Garages shall only be used for the parking of motor vehicles, storage and workshop purposes.
4. Supervised play is permitted so long as noise does not become an issue.

See **Fine Schedule B**



### **WINDOW COVERING RULES**

1. Window coverings installed in windows of any Residence that are visible from the street exterior shall be of a light color (beige, white, or off-white).
2. In no event shall aluminum foil, contact paper, sheets, flags, newspaper or similar materials be placed in windows that are visible from the exterior.

**See Fine Schedule B**

### **SPORTS APPARATUS RULES**

No sports apparatus of any kind shall be placed upon or attached to any Lot/Residence (including but not limited to the garage), or Common Areas without prior written permission of the Board.

**See Fine Schedule B**

### **OTHER ACTIVITIES RULES**

No illegal, noxious or offensive activities shall be permitted or conducted within the Development that which may be considered an unreasonable annoyance or nuisance to neighboring property Owners, including, but not limited to excessively noisy air conditioners, stereos, televisions, motor vehicles.

**See Fine Schedule A**

### **SIGNAGE RULES**

No sign of any kind shall be displayed from any portion of the Development except:

1. Signs which by law cannot be prohibited.
2. Signs required by legal proceedings.
3. A single sign, advertising a Lot for sale or rent, of customary and reasonable dimension and design, must be flush with the Residence structure or attached to a front gate. They may not be anchored into the ground due to the risk of sprinkler system damage.
4. Signs required for traffic control and regulation of streets or open areas within the Development.
5. Signs on the Common Area as approved by the Board for a purpose reasonably related to the affairs of the Association.

**See Fine Schedule B**

### **TRASH DISPOSAL RULES**

Trash, garbage, recyclables etc. shall be deposited in closed containers issued by Oakland's scavenger contractors. All trash and containers shall be stored in the Owner's garage. In accordance with the City of Oakland's Blight Ordinance, garbage cans, yard trimmings containers and recycling bins can be placed

at the curb no earlier than 12 noon on the day before the collection and must be removed by 12 noon on the day after the scheduled collection.

**See Fine Schedule A**

### **ANIMAL RULES**

The following Rules have been adopted to establish and maintain a safe and healthy environment for pets and the Community:

1. No dogs, cats, birds, or other animals of any kind shall be kept, maintained, raised, or bred for commercial purposes.
2. The maximum number of animals per Lot is 2.
3. No exterior structure for the care, housing or confinement of any animal shall be allowed.
4. No person shall keep an animal that habitually howls, barks or otherwise disturbs the peace.
5. All premises where animals are kept must be clean and sanitary and not create an odor, insect or vermin problem.
6. No person owning or having an animal or having control of an animal shall permit such animal to stray or run at large.
7. Dogs must be securely restrained at all times by a responsible person capable of controlling it while on the Owner's premises. Dogs must be carried or restrained on a leash held by a responsible person capable of controlling it while on Common Area property.
8. The Owner of each animal shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such pet.
9. Each Owner, Resident, tenant, guest, and any person bringing or keeping an animal within the Development shall be strictly liable to all other persons and to the Association for any injury or damage caused by the animal.

**See Fine Schedule A**

### **OWNERS DUTIES (ByLaws 3.2)**

Owners are reminded of the following key responsibilities and obligations:

Owners are required to annually provide written notice to the Association of their address for receiving notice(s) from the Association, an alternative address, the name and address of their legal representatives in the event of the Owner's extended absence. **See Fine Schedule B.**

The Owner(s) will, at all times, be responsible for all actions of themselves and their Guests.

Each Owner shall be responsible for the maintenance, repair or replacement of his or her Residence to preserve the appearance and value of the Association. **See Fine Schedule B.**

### **VIOLATION PROCEDURES**

Except for Parking Rules Enforcement and certain Landscape Rules, violations of the Governing Documents and any other Rules/Policies established by the Board of Directors, will be subject to the following policy:

First Step. A courtesy written notice will be sent informing the Owner of the specific violation and/or problem and will request a correction of the violation or a plan to do so.

Second Step. If after 14 calendar days from the date of the courtesy notice, the violation has not been corrected OR if the Owner has failed to communicate with the Association about a violation/problem and take good faith steps to remedy the issue, a second notice will be sent to the Owner requesting that the violation and/or problem be resolved within 7 calendar days. The notice will advise the Owner that failure to comply with this second request will result in an enforcement meeting before the Board of Directors and possibly fines, injunctions and/or sanctions being imposed upon said Owner.

Third Step. If the violation and/or problem is not resolved within the 7-day time-frame requested, the Board of Directors will send a notice to the Owner advising the Owner of an enforcement meeting to address the outstanding violation and/or problem. The notice will be sent by first-class mail or by personal delivery at least 10 days prior to the enforcement meeting. This notice will advise the Owner of the date, time and place of the enforcement meeting, the specific violation for which the Board is considering a fine and/or sanctions and a statement that the Owner has a right to attend the enforcement meeting and address the Board. The enforcement meeting will be held in Executive Session (generally to coincide with the regular Monthly Board Meeting) and the following sanctions will be considered by the Board:

- A. A fine in accordance with the Fine Schedule;
- B. Legal action, if required, which will be charged back to the Owner as a Reimbursement Assessment (in accordance with California Civil Code section 1354);
- C. Loss of "good standing" and suspension of voting rights; and /or
- D. Any other fine, penalty or sanction the Board of Directors, in its sole discretion, deems appropriate considering the severity of the circumstances.

Fourth Step. At the enforcement meeting, the Owner may present any documentation, evidence or witnesses to defend or support his/her position. After considering the evidence, the Board of Directors will render a decision regarding the violation and/or problem and written notice of the decision of the Board of Directors will be sent by first class mail or by personal delivery to the Owner within 7 calendar days of the enforcement meeting.

If the Board of Directors determines that a fine is to be levied, the fine will be assessed according to the Fine Schedule and added to the Owner's assessment account. The fine will continue until satisfactory evidence of compliance has been provided to the Board of Directors. A statement of the assessment account will be sent to the Owner.

## **FINE SCHEDULES**

**Category A \$100.00 fine per violation without limit.**

**Category B \$500.00 fine per month until resolved.**

**Category C \$500.00 fine per day until resolved for the first violation, \$1000.00 fine per day until resolved for the second violation, \$2000.00 per day until resolved for each subsequent violation within any 12 month period.**