

# NOTICE:

## ALL HERITAGE GREENS OF MORGAN HILL HOMEOWNERS

Enclosed are the new Rules and Regulations for your homeowners association. *These rules will take effect on January 1, 2004. This is an important document and should be kept for your records. Property owners who lease their lots are responsible to provide a copy of these rules and regulations to their tenants.*

This document is to be construed in conjunction with local, state, and federal laws as constituted at relevant times.

These Rules are created pursuant to authority contained in the CC&Rs and are to be read and interpreted in conjunction with the CC&Rs and other documents of the Association. In the event of a conflict between these Rules and the CC&Rs, the CC&Rs shall control.

Nonetheless the Rules are to be afforded full force and effect unless and only to the extent specifically abrogated by State, Local or Federal law or to the extent there is a conflict with the CC&Rs.

Additionally, any violation of State, Local or Federal law shall be deemed a violation of these Rules.

The Board of Directors,  
Heritage Greens of Morgan Hill HOA

MAILED

# Heritage Greens Revised Rules & Regulations

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Effective January 1, 2004

## A. PREAMBLE

**A-1.** The authority for the Board of Directors to form and enforce rules and regulations is provided by the Declaration of Covenants, Conditions and Restrictions under Article IV, Paragraph 2.4 and 2.5. A copy of this Declaration was given to each owner at the time of purchase of their lot.

**A-2.** The Board of Directors has or will create a Rules and Regulations Advisory Committee. The duty of this committee is to advise the Board of Directors regarding the rules, the Bylaws and the Declaration of Covenants, Conditions and Restrictions.

**A-3.** The Manager of the Heritage Greens Of Morgan Hill Owners' Association has been instructed by the Board of Directors to require the compliance of all persons on Association properties with the provisions of all Rules, Bylaws and the CC&R's. In the instance of a person violating the Rules, the Bylaws or the CC&R's the Manager has further been instructed to do any of the following:

- a) Obtain names and addresses of violators and report to the Board of Directors.
- b) Remove the persons from the Association premises, if necessary.
- c) Call upon a law enforcement agency for assistance.
- d) Call upon residents to assist him in his duty.
- e) In the case of residents' children, make an effort to contact their parents immediately; prior to making the action called for in (b), (c), and (d) above.

**A-4.** The Rules as contained herein are issued by the Board of Directors. They are supplemental to the conditions of ownership in the Declaration of Covenants, Conditions and Restrictions. If there is any conflict, the provisions of the Declaration will prevail.

**A-5.** The Rules are intended as a guide to the conduct and activities of all members, lessees and residents of the Heritage Greens Of Morgan Hill Owners' Association and their guests. To the end that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others. Strict observance and adherence is urgently requested by the Board of Directors. Policing actions, because of violations, should not have to be necessary, but might be required.

**A-6.** Notice is hereby given that, as of 30 days after distribution of these revised "Rules & Regulations, drafted on November 11, 2003, violations are subject to, but not limited to monetary fine and/or removal of unapproved structures, lighting, landscaping, paint, decorations, etc. at the expense of the lot owner. Nothing in this notice shall be construed as to give implied consent to any infractions, whether completed or installed prior to or subsequent to this publication, without the express written approval of the Heritage Greens Homeowner's Association.

## B. COMMUNITY RELATIONS,

**B-1. REGISTRATION.** All members and residents must be registered with the Manager.

- a) Association members are those individuals owning a lot or unit at the Heritage Greens community. Residents are defined as Lot Owners and members of their families living on the premises of the project, or lessees and members of their families living on the premises of Heritage Greens.
- b) Lot Owners leasing their home retain their voting right in the Association but assign the use of all common facilities of the project to the lessee of their home. The lessee assumes the privileges and responsibility of membership as hereinafter stated but does not have a voting right. The vote belongs only to the Lot owner. Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident. Lot owners are responsible for the conduct and adherence to all rules and regulations by their guests and lessees.
- c) The lease or rental agreement must be in writing and must be for a term of not less than 30 days and be subject to the CC&R's, Bylaws and adopted rules.

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**B-2. GUESTS.**

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

**B-3. COMMON AREA DAMAGE.** Members, lessees and residents are responsible for payment of all cost of repairs for all damage to the Association's property caused by themselves, members of their families or their guests. Liability of an Owner shall be established only after notice to the Owner and a hearing before the Board.

**B-4. NEIGHBORLY CONDUCT.**

- a) All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association residents. Each owner or resident is responsible for the conduct and behavior of their children, guests, and any visiting children and for any property damage caused by such persons.
- b) Vehicles, toys, bicycles or sports equipment are not allowed to be parked or placed so they block or interfere with pedestrian traffic on sidewalks. The overnight placement of any unattended tricycles, play toys, or other equipment, including sports equipment in front yards, common or public access areas and areas visible from adjoining lots is prohibited. Recreational vehicles shall not be parked on streets within the association boundaries for a period to exceed 24 hours prior to their use or for more than 24 hours after their use.
- c) No noxious, illegal or offensive activities shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the residents, including outdoor lighting, or which shall in any way interfere with the quiet enjoyment of occupants in the residences, or which shall in any way increase the rate of insurance for the Community or cause any insurance policy to be cancelled or to cause a refusal to renew a policy, or which will impair the structural integrity of any building.
- d) No tent, shack, trailer, basement, garage, outbuilding, or structure of a temporary character shall be used at any time as a residence either temporarily or permanently. Except that small camping tents or canopies may be erected in the back yards for the exclusive, temporary enjoyment of residents, their children or guests. Such use is not to exceed a 48-hour period in any calendar month.

**B-5. EXTERIOR APPEARANCE/SIGNAGE.** No signs shall be displayed to public view on any Lots or on any portion of the property except such signs as are approved by the Board. "For Sale" or "For Rent" signs shall be allowed provided they do not exceed six (6) square feet in size.

- a) Signs, advertising or other devices, or miscellaneous paraphernalia shall not be exposed or attached in any fashion to or on windows, fences and exterior walls or any other areas of buildings or grounds, unless written approval has been obtained from the board of Directors. No vendor advertising signs are permitted.
- b) One sign of reasonable dimensions advertising the home for sale or rent may be displayed in the window of a home, yard area or other areas designated by the Association.
- c) In order to maintain the uniform aesthetic attractiveness of the Association, residents are requested to ensure that all window treatments visible from the outside are neutral or lined with a neutral backing.

**B-6. COMMON AREA SYSTEMS.** Common areas, time clocks and lighting systems are to be adjusted and/or set by authorized personnel only.

**B-7. PARKING:** The intent is to limit the number of cars parked on the streets, which interfere with the access of parking of occasional guests, or enjoyment of association residents. Parking spaces in front of mailboxes must be kept clear to allow easy access of postal vehicles. Excessive or repeated use of additional street parking by residents or their guests is subject to a case-by-case review and enforcement action.

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- a) Garages are primarily to be used for the parking and storage of cars, boats, or similar vehicles. They are not to be used or converted for any type of living or permanently installed recreational activities. Garages shall be kept clear so as to permit parking of the number of vehicles for which the garage was designed. Garage doors must remain closed except for entering/exiting and when the garage is in use and attended.
- b) Residents must keep the driveways clean of any oil or other stains at all times.
- c) Unenclosed storage of any commercial vehicle 18 feet or more in combined length shall be prohibited within the project. Vehicles intended for recreational purposes, including utility trailers and boats may not be stored unenclosed for more than 24 hours prior to or for more than 24 hours after their occasional use. Constant, repeated outdoor parking of oversize vehicles of any kind may be subject to enforcement action by the board.
- d) Commercial vehicles shall not include sedans or standard size pickup trucks, which are used both for business and personal use.
- e) No inoperable or unregistered vehicles shall be stored out-of-doors within the community for more than 24 hours. Driveways are not to be used for storage of vehicles that are not regularly used. Such vehicles must be stored in the garage or off-site. The continued storage of derelict or non-operable, including unlicensed vehicles, on driveways or streets is prohibited. Such vehicles, or boats, trailers, etc, must be kept in the garage of the prospective homeowner, or stored off-site. Parking by residents and their guests within the community shall be permitted within designated locations as enforced by rules and regulations and the city of Morgan Hill. In addition to the minimum 4 parking spaces provided to each resident in their garage and driveway, each resident may, in addition, park no more than one (1) licensed, operable, regularly used passenger motor vehicle on the street within the community subject to, and/or restricted by either or both of these rules and regulations and the laws of the city of Morgan Hill.
- f) As a courtesy, applicable City of Morgan Hill ordinances are printed below:

**Section 10.40.100 storing vehicles on streets.**

No person who owns or has possession, custody or control of any vehicle shall park such vehicle upon any street or alley for more than a consecutive period of seventy-two hours. (Ord. 504 N.S. § a (part), 1979)

**Section 10.40.200 parking commercial vehicles in residential areas.**

Notwithstanding the provisions of Section 10.40.140, no person shall stop, stand or park a commercial vehicle having a gross vehicle weight rating of ten thousand pounds or more on any street, except those streets which are bounded by industrial zones on all sides or when the commercial vehicle is making pickups or deliveries of goods, wares and merchandise from or to any building or structure located on the restricted street or for the purpose of delivering materials to be used in actual and bona fide repair, alteration, remodeling or construction of any building or structure upon the restricted street for which a building permit has previously been obtained. (Ord. 504 N.S.. § a (part), 1979)

**Section 10.40.210 parking oversize vehicles in residential areas.**

- A. Notwithstanding the provisions of section 10.40.140, no person shall stop, stand or park an oversize vehicle in a residential zone, as shown on the official zoning map of the city as may be amended from time to time, except for the purpose of loading or unloading food, supplies, equipment or cargo or due to a temporary and unplanned inoperability. Such exemption period shall not exceed ten consecutive hours.
- B. For the purposes of this section, the term "oversize vehicle" shall mean any vehicle or combination of vehicles which exceeds twenty-two feet in length or seven feet in height, exclusive of any projecting lights or devices allowed by the provisions of the California Vehicle Code. (Ord. 1434 N.S. § 11, 1999)

**Section 10.40.220 parking for certain purposes prohibited.**

It is unlawful for any person to park a vehicle upon any street within the city identified in the city general plan as an arterial roadway for the primary purpose of displaying such vehicle for sale.

**B-8. ANTENNAS.** No solar collector, video or television antenna, including a satellite dish, having a diameter or diagonal measurement greater than 36 inches shall be permitted on any lot in the front yard area or on the roof area of the home. Any of the above items must be screened from the street. No Lot Owner shall be permitted to install, construct and/or operate a video or television antenna, including a satellite dish, having a diameter or diagonal measurement greater than 36 inches, which interferes with any other Lot Owners phone, television and/or radio reception. In the event of a disagreement between Lot Owners, the matter shall be submitted to the Board, which shall make a final decision. Some solar collectors and some communications antennas may not be prohibited by an act of the United States Congress. Each individual application to the board will be subject to review and approval of current laws and zoning regulations.

**B-9. PETS.** No animals or birds of any kind shall be raised, bred or kept in any lot except that no more than 2 (two) usual and ordinary household pets, such as a dog, cat, bird, etc., may be maintained within a home under the following conditions:

- a) Whenever pets are outside of the resident's lot, they must be on a leash or otherwise under full control of the owner.
- b) Residents must clean up after any mishap performed by their pets.
- c) Residents shall be responsible for any personal injury or property damage caused by their pets.
- d) Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be prohibited by order of the Board of Directors after notice and a hearing.
- e) No Pets shall be allowed in the Common Area. Declarant or any Lot Owner may cause any unleashed dog found in the Common Area to be removed to a pound or animal shelter under the jurisdiction of the City of Morgan Hill and/or Santa Clara County.
- f) No animals shall be maintained for any commercial purposes.
- g) Horses are not permitted anywhere in the Community.

**B-10 SPEED LIMIT.** The maximum speed limit within the confines of Heritage Greens is 25 miles per hour, or as posted by the City of Morgan Hill.

**B-11. BUSINESS ACTIVITIES.** No business activities which involve excessive retail, wholesale or commercial traffic, or hazardous or noxious materials of any kind are to be established, maintained, permitted or conducted in any home or on any portion of the common areas.

**B-12. TRASH RECEPTACLES.** Trash containers shall be stored in back yards or in the garage, except that they may be placed at the curbs on the day before the scheduled trash pick up day and must be returned to their proper storage area prior to the end of the trash pick-up day. All rubbish, trash and garbage shall be regularly removed from the Project and shall not be allowed to accumulate thereon.

**B-13. SPORTS FIXTURES.** No basketball standards, (including portable), hoops or backboards or other fixed sports apparatus shall be attached to the front of any Residence or erected in the front yard. All sports fixtures proposed for backyards must be approved by the Committee. Portable or fixed sports equipment may not be placed on sidewalks, public streets, or utility poles at any time. Any portable or temporary sports equipment placed in driveways or front lawn areas must be removed by the end of the day.

**B-14. CLOTHESLINES.** No outside laundering or drying of clothes in the front yard areas shall be permitted without the approval of the Board.



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**B-15. POWER EQUIPMENT.** No major power equipment, hobby shops or car maintenance (other than emergency work) shall be permitted within the Community, which unreasonably cause disruption to any Lot Owner. In the event of a dispute between Lot Owners, the decision of the Board shall be final. In reaching a final decision, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard or interference with radio, television or phone reception with similar objections.

**B-16. DRAINAGE.** There shall be no interference with the established drainage pattern over any Lot within the Project, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Board of Directors. For the purposes hereof "established drainage" is defined as the drainage which exists at the time that such lot is conveyed to a purchaser from Declarant or that which is shown on any plans approved by the City of Morgan Hill and which may include drainage from the Common Area over any Lot or Lots with the Project. Each Lot Owner shall have the responsibility to keep clear from rubbish and debris all catch basins that are located on the lots unless the Association assumes such responsibility.

**B-17. HAZARDOUS MATERIALS.** Storage of any material which may be considered hazardous (excepting reasonable amounts of paint and fuel for power tool use upon the lots and other household products), including, but not limited to, flammable corrosive and poisonous material on any portion of the Community is prohibited.

**B-18. LANDSCAPING.** Each Lot Owner shall maintain all landscaping located within the Owner's lot. If landscaping within the enclosed portions of lots is not installed by Declarant, each Owner shall install permanent landscaping within the enclosed portions of the Owner's lot within one year after the conveyance of the lot to the Owner. All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality as originally established by Declarant and in a condition comparable to that of other well-maintained residential areas in the vicinity of the Project.

1. All landscaping shall be maintained in a neat and orderly condition.
2. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced.
3. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed.
4. Irrigation systems shall be fully maintained in good working condition to ensure continued regular watering of landscape areas, and health and vitality of landscape materials.
5. Each Lot Owner shall be responsible for all landscaping located within the Lot Owner's lot and all landscaping in the adjacent public street right of way between the sidewalk and the back of the curb.

**B-15. ARCHITECTURAL CONTROL.**

- a) The Architectural Control Committee has developed Guidelines concerning exterior changes to your home and improvements to your lot. These guidelines conform to the CC&R's of our Association. The purpose of these guidelines is to provide the required information and forms regarding any exterior changes and modifications of the home so the Committee may render its decision.
- b) Each homeowner shall commence and complete installation of permanent landscaping within all portions of their lot within one year of close of escrow and shall complete the installation within one year of the escrow closing. All landscape plans must be approved by the Architectural Control Committee.
- c) When applying for approval, please send as much information as you can and include the following specific items:
  1. Completed Application Form
  2. Exact location: use a scale drawing, if applicable.
  3. State color, size, composition and description.
  4. Photo, sketch, copy of an advertisement or facsimile
  5. Contractor's name or company making the item, etc.
  6. Two sets of plans.

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Please send all applications for approval to:

Massingham & Associates  
550 Division Street  
Campbell, CA 95008

**Please remember that you must get approval BEFORE making any changes or additions.**

- d) Alterations, additions or modifications made to your lot or the exterior surfaces of your home must have prior written approval from the Architectural Control Committee of the Board of Directors. This includes landscaping, solar energy systems, fences, walls, sun screens bamboo blinds, decks, lattices, pools, spas, color changes, sheds, any sports apparatus, etc.
- e) Any alterations that do not have prior written approval by the Committee or Board of Directors must be removed by the Lot Owner, and the area will be restored to its original condition. Should the Lot Owner fail to comply, the Association will pursue its legal remedies including, but not limited to having the alteration removed at the Lot Owner's expense.
- f) In addition, the Board of Directors may also assess fines of not less than \$10.00 per day or more than \$50.00 per day for non-compliance of Board requests to have non-approved alterations restored to their original conditions.

**C. ENFORCEMENT**

Fines: To ensure compliance with the above mentioned rules, Owners may be fined not less than \$10.00 per day nor more than \$50.00 per occurrence or continuation of violations. Fine amounts are to be set by the Board of Directors based on the merits of each violation.

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

- 1. The member must be given 15 days prior written notice specifying the nature of the damage or violation stating the time, date and place that the member will have an opportunity to be heard. Notice may be delivered personally or by mail. If the notice is given by mail it must be sent by first class or registered mail to the last address of the member as shown on the Association's records.
- 2. The member will be given an opportunity to be heard, orally or in writing, by the Board. Members shall have the opportunity to present witnesses on the member's behalf and to cross-examine any witnesses that may testify against the member. After the hearing, the Board shall determine whether owner damage or a violation has occurred and, if so, may impose a "Reimbursement Assessment" which shall become effective not less than five (5) days after the date of the hearing or the board may take such other action as may be appropriate.
- 3. Fines, if not paid within 30 days of assessment by the Board, may be further enforced by securing a lien, plus administrative costs, plus interest on the respective Lot Owner's property. Amounts incurred in placing such a lien will be satisfied prior to financing the property, (trust deed or mortgage), or transfer of the property by either grant deed or sale.

## **To: All Heritage Greens Homeowners**

**As a quick reference our community's regulations, here is a quick summary of Article VII of the Heritage Greens CC and Rs. Please see the CC and Rs for more detail on these items.**

### **1. Lot Use**

Residents shall be limited as follows – no lot shall be occupied and used except for residential purposes by the owners and their guests. No tent, shack, trailer, basement, garage or structure of temporary character shall be used at any times as a residence, either temporary or permanently.

### **2. Nuisances**

No noxious, illegal or offensive activities will be carried on in any lot or residence nor on any part of the property nor shall anything be done thereon which may become an annoyance or nuisance.

### **3. Vehicle and parking restrictions**

Unenclosed storage of any vehicle used for commercial purposes or vehicle intended for recreation purposes, including land conveyances is prohibited. Vessels and aircraft or camper bodies and motor homes exceeding 18 feet in length are prohibited in the project. Pick up trucks or sedans used for both business and personal use are excluded from this prohibition. No inoperable vehicles shall be stored out of doors within the project for more than 24 hours.

### **4. Signs**

No signs shall be displayed to public view on any lots or on any portion of the property unless approved by the board. "For sale" and "For Rent" are allowed if they do not exceed six square feet in size.

### **5. Animals**

No animals or birds of any kind shall be raised, bred or kept in any lot or on any portion of the project. The exception is usual and ordinary household pets which may be kept as long as they are not kept for any commercial purpose and are kept under reasonable control at all times. No dog whose barking disturbs other owners shall be permitted to remain on the property.

### **6. Garbage**

All trash will be removed regularly and shall not be allowed to accumulate thereon.

### **7. Solar collectors, satellite dishes, radio and TV antennas**

No such items are allowed. Satellite dishes are allowed as long as they are no greater than 36" in diameter.

### **8. Right to lease**

The lots shall not be rented for transient or hotel purposes

### **9. Basketball standards and clothes lines**

No basketball standards shall be erected or maintained and there shall be no outside laundering or drying of clothes in the front yard areas without prior approval

### **10. Power equipment and car maintenance**

No major power equipment or hobby shops or car maintenance shall be permitted which causes unreasonable disruption to the neighbors.

### **11. Liability of owners for damage to common areas**

The owner of each lot shall be liable to the association for all damages any owner or occupant or guest caused.

### **12 Drainage**

There shall be no interference with the established drainage pattern over any lot within the project.



13. Hazardous materials

Storage of any material that may be considered hazardous except for reasonable storage of paint a fuel for power tool use upon the lots is prohibited.

ARCHITECTURAL CONTROL

No owner who wishes to make any alteration or addition which will affect the exterior of the residence is required to obtain written approval of the Architectural Control committee, or the Board. This includes any modification or additions to the homes fences walls or other structures within the project.

# **Heritage Greens of Morgan Hill**

## **Fine and Enforcement Policy**

**Fines:** To ensure compliance with the Association Rules, Owners may be fined not less than \$10.00 per day nor more than \$50.00 per occurrence or continuation of violations. Fine amounts are to be set by the Board of Directors based on the merits of each violation.

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

1. The Member must be given 15 days prior written notice specifying the nature of the damage or violation stating the time, date and place that the member will have an opportunity to be heard. Notice may be delivered personally or by mail. If the notice is given by mail it must be sent by first class or registered mail to the last address of the member as shown on the Association's records.
2. The member will be given an opportunity to be heard, orally or in writing, by the Board. Members shall have the opportunity to present witnesses on the member's behalf and to cross-examine any witnesses that may testify against the member. After the hearing, the Board shall determine whether owner damage or a violation has occurred and, if so, may impose a "Reimbursement Assessment" which shall become effective not less than five (5) days after the date of the hearing or the board may take such other action as may be appropriate.
3. Fines, if not paid within 30 days of assessment by the Board, may be further enforced by securing a lien, plus administrative costs, plus interest on the respective Lot Owner's property. Amounts incurred in placing such a lien will be satisfied prior to financing the property. (trust deed or mortgage), or transfer of the property by either grant deed or sale.