

Operating Rules (Required Civil Code Sec. 4525)
Artisan HOA

Order: KX23SRPWJ
Address: 5 Artisan Way
Order Date: 07-23-2025
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RULES & REGULATIONS

Introduction

These rules have been established to serve as comfortable guidelines for enjoying Artisan Homeowners Association without infringing on the rights and common benefits of all owners.

In maintaining the quality of the community, observing and enforcing these rules and regulations is the responsibility of each owner, resident, tenant and guest.

The rules and regulations are issued by the Board of Directors as authorized by the Declaration of Restrictions ("CC&R's). All owners have been given copies of the Bylaws and the CC&R's of Artisan Homeowners Association. Owners are urged to read these documents carefully since they set forth, in complete and detailed form, the rights, duties and obligations of each owner.

Although these Rules and Regulations support the CC&R's, they do not cover the entire document. Please read these rules carefully and be sure your family, guests and tenants understand the rules fully. If there are any questions, or if you do not have copies of the Association's documents, please contact the property management company.

Animals

1. The Board can prohibit the keeping of any animal, which constitutes, in the reasonable opinion of the Board, a nuisance to any other owners.
2. Any litter deposited by pets on lawns, sidewalks, paths or other common areas must be removed immediately by the owner of the animal.
3. Residents are responsible and liable for any personal injury or property damage caused by their pets and their guest's pets.
4. No household may keep more than an aggregate of two (2) dogs and cats.
5. All pets must be kept within an enclosure, an enclosed yard or on a leash held by an individual capable of controlling the animal.
6. No animals of any kind shall be raised, bred or kept on any Lot. Domesticated dogs, cats or other ordinary household pets may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose. Livestock, poultry or farm animals are strictly prohibited from being kept on any Lot.
7. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to write to the Association or contact: Animal Control Department, 650-854-8921.

Clothesline

No exterior clothesline shall be erected or maintained within the Community and there shall be no exterior drying or laundering of clothes of any other items in any Exclusive Use Easement Area or Association Property.

Common Areas

Each owner is liable to the Association for any damage to the common area landscaping, equipment, or improvements which are sustained by the negligence or misconduct of the owner, the owner's family, tenants or guests. Nothing can be placed, kept stored or parked on the Common Area without the prior written consent of the Board, except the Association. No Owner shall place rubbish, debris, or other unsightly or unsanitary materials on the Common Area. Residents can help in the overall maintenance of the common areas by reporting any problems to the Association's Management Company.

Garage

Garages shall be used for parking only and shall not be converted for living, recreational activities, business or storage that would prevent the ability of an Owner or an Occupant to park the number of vehicles in the garage that the garage was designed for. Doors to garages shall be kept closed except during the removal or entry of vehicles. Each Owner shall ensure that the garage is able to accommodate the number of vehicles with which it was decided at all times.

Holiday Decorations

The acceptable time frame for holiday decorations is 30 days before the Holiday to 10 days after. Residents who do not comply will be sent a violation notice.

All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use.

No Resident may place holiday decorations on plants in the Common Area or Association Property.

Please insure that holiday lights do not disturb other Residents.

Each Owner is liable to the Association for any damage to the Common Area or Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her Guests, Tenants, Invitee, or any Resident of his or her Unit.

Noise Control

Please be considerate of those living close to you and keep noise levels as low as possible. Nothing shall be done that disrupts the Community's tranquility or interferes with the quiet enjoyment of other occupants.

No noxious, harmful or offensive activities shall be conducted upon or within any part of the Community including without limitation repair of automobiles or other motorized vehicles, nor shall anything be done which may be or become a nuisance, or cause unreasonable embarrassment,

disturbance, or annoyance to any Resident in the Community, or which may interfere with their use of the Common Area and facilities or the use and enjoyment of their Lots or Residences.

No Resident shall permit noise, including without limitation the barking of dogs or excessively loud music, to disturb another Resident's enjoyment of his or her Lot or the Common Areas.

Rental of Lots

Owners who rent their lot shall notify the Association of the duration of the lease, a term of which shall not be less than thirty (30) days, and shall provide the Association with the names of the tenants, the names of the members of the tenants' household, the tenants' telephone numbers, as well as any additional information the Board deems appropriate. Each written rental agreement shall expressly provide that it is subject to all of the provisions in the Governing Documents, that tenants shall comply with all provisions of the Governing Documents and that any violation of any provisions of the Governing Documents shall constitute a breach and default of the terms of the rental agreement. The rental agreement shall not attempt to, nor shall any such agreement be effective to, transfer membership in the Association to the lessee.

All owners must provide their tenants with a copy of the Association's CC&Rs, Rules and Regulations and Architectural Design Guidelines; any Rental Agreement must be in writing and shall expressly provide that it is subject to all provisions of the Association's Governing Documents. All tenants must comply with the Rules and Regulations, Bylaws, Architectural Guidelines and the CC&R's. Owners are held responsible for their tenants and guests.

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Sign Control

No sign, advertising device or display of any kind shall be displayed in the Community, except for the following:

- entry monuments and community identification signs, subject to compliance with City sign criteria

- for each Condominium, one (1) nameplate or similar Owner name or address identification which complies with the Architectural Guidelines

- for each Condominium, one (1) sign not to exceed 18x30 advertising the Condominium for sale or lease. Sold signs may not be displayed for a period longer than 30 days.

No ***commercial*** signs are allowed which can be seen outside any unit or home.

Residents may not place signs of any kind in the Common Areas or on Association property such as light poles, traffic sign poles and mailbox clusters.

Storage on Decks

No Owner shall use any deck or porch for storage purposes, including but not limited to the storage of bicycles.

All plants on deck and/or porches shall be kept in pots or planters which do not allow for water to drain outside of such pot or planter.

No vegetation shall be permitted to extend beyond the railings, walls and/or other boundaries.

No Owner shall change or alter the surface of any deck or porch without written consent of the Board.

Trash Regulations

Members are responsible for picking up their trash if it is spilled, blown or otherwise deposited onto a common area, and disposing of it in a property container or receptacle.

Large discarded items such as old furniture and appliances are the sole responsibility of the homeowner to remove from the premises and dispose of properly.

No trash or debris is to be left in any area that is visible to others from walkways, decks, patios, common areas, etc.

Trash containers must be covered, kept in a sanitary condition and stored away from public view when not in use.

Trash containers may be placed by the street for pickup no earlier than the night before pickup and must be removed from the street the day of pickup, no later than 9:00 p.m.

Vehicle and Parking Regulations

Please remember that there are children at play. Observe posted speed limits.

The parking areas in the Property shall be used for parking authorized vehicles only and shall not be used for storage, living, recreational or business purposes.

Authorized vehicles may be parked in any portion of the Community intended for the parking of motor vehicles as long as the vehicles fit within the marked area, and do not extend in to the street, driveway or on to the sidewalk. Authorized vehicles are defined as standard passenger vehicles, including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles or pickup trucks weighing one (1) ton or less.

Prohibited vehicles may not be parked, stored or kept within the Property or any Private Street within the Community except for brief periods for loading, unloading, making deliveries or emergency repairs. Prohibited vehicles include recreational vehicles of any type (e.g., boats, campers, motor homes, trailers, camper vans), commercial type vehicles (e.g. dump trucks, tank trucks, concrete trucks, step vans,

limousines) buses, vans designed to carry more than ten (10) people, vehicles containing more than 2 axles, trailers, inoperable vehicles or parts of vehicles, aircraft or any vehicle or vehicle equipment deemed a nuisance by the Board.

No Owner shall park in an outside (guest) parking space unless the Board has allowed otherwise.

No vehicle maintenance, repair or restoration or construction of any vehicle shall be conducted on the Property.

Window Coverings

Temporary window coverings are permitted for a maximum period of sixty (60) days from the date the unit is conveyed to an Owner by the Declarant. Subsequent owners must ensure permanent window coverings are in place from the date of occupancy.

Aluminum foil, newspapers, sheets and any other contrasting material is prohibited as window coverings. All permanent window coverings should harmonize with the unit and be of a neutral, non-contrasting tone facing the exterior.

Yard and Landscaping Requirements

Each Owner shall landscape any portion of their Exclusive Use Yard Area that is not landscaped at the time the Condominium is conveyed to the Owner within six (6) months of Occupancy.

All landscaping installations must be in compliance with the established Architectural Design Guidelines for Artisan Homeowners Association.

Artisan Homeowners Association RULES ENFORCEMENT POLICY

All owners, residents and guests are required to abide by all established rules. Anyone refusing to abide by these rules may face corrective action by the Board of Directors. The property management company, acting for the Association, has been instructed by the Board of Directors to require the compliance of persons on Artisan property with all provisions of the Rules and Regulations, Design Guidelines, Bylaws and CC&R's. If there is a violation, the property management company has been instructed to obtain the names and addresses of violators and report this information to the Board of Directors.

It is the right and duty of each resident to report violations to the property Management Company, Board of Directors, or appropriate committees.

Procedures are established for the imposition of monetary penalties for infractions only and shall not restrict the Board's right to enforce the CC&Rs, Bylaws, Design Guidelines or these Rules and Regulations in any lawful manner. In the event two or more members of the Association (including Board or Committee members) file a written complaint to the management company, the Board will act as follows:

A first notice to correct the violation will be sent by the management company. The notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation.

If the violation continues, or if the response is otherwise unsatisfactory after the first notice, the owner will receive a notice of "enforcement hearing" and be afforded an opportunity to appear before the Board or an appointed committee ("Enforcement Committee") either by appearing personally or by submitting written testimony. The hearing notice date shall be sent at least fifteen (15) days before the hearing date. The notice shall be delivered to the owner personally or by first class or registered mail to the last address of the owner shown on the Association's records. The Board or committee shall give fair consideration to the owner's oral or written testimony in determining whether to impose a penalty. If the Board elects to impose a monetary penalty on a member, the member will receive a written notice within fifteen (15) days following the hearing by either personal delivery or first-class mail and the owner will have an additional five (5) days to appeal the penalty fine before it is levied against their account.

If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved.

If at any time during the enforcement process, and prior to the issue being referred to the Association's Legal Counsel, an Owner may request to meet in an "informal dispute resolution" (IDR) proceeding, in an effort to resolve the dispute. The request is to be made in writing. Upon receiving the written request, the parties shall meet promptly at a time and location that is mutually convenient.

If the violation continues, the Board may refer the matter to the Association's legal counsel. Prior to forwarding the matter to Legal Counsel, at least two members of the Board, or Enforcement Committee, will offer to meet in an informal setting ("IDR") in an attempt to resolve the dispute. If a satisfactory resolution is not achieved at the "informal dispute resolution", the Association's Legal Counsel will send notice of a formal "alternative dispute resolution" ("ADR") request the matter be heard in either a binding or non-binding mediation or arbitration. The cost of the formal alternative dispute resolution will be borne equally by both parties. If a lawsuit is subsequently filed, the homeowner may be liable for the Association's legal costs and fees.

Fine Schedule

Reasonable fines for first time violations shall be levied in accordance with the following schedule:

Hazardous Activities (Risk of harm to person or property).....	\$500.00
Use Restrictions.....	\$75.00
Vehicle and Parking Restrictions.....	\$75.00
Unauthorized Improvements to Property.....	<u>Up to \$2,500.00</u>
Any Violation of the Bylaws, CC&R's or Rules & Regulations not specifically mentioned (i.e. dogs barking, trash receptacles being left out, signs in the common area etc.)	\$75.00

Fines shall be in addition to an assessment levied to reimburse the association for expenses and costs. Fines for continuing or repeated violations may be increased double the initial fine at the discretion of the Board and may be levied as often as weekly for continuing violations. Four (4) or more violations assessed to a single lot/unit in any twelve (12) month period may result in an additional fine of up to \$500.00 at the discretion of the Board of Directors.

Special Note: Should a violation occur which imposes a financial obligation to the Association; the party responsible for the violations shall reimburse, by way of special non-lien assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or other common property, repair and replacement costs will be charged to the owner responsible for the party.

Artisan Homeowners Association
FORMAL COMPLAINT FOR CC&R's, RULES, POLICIES
AND/OR DESIGN GUIDELINES VIOLATION

Date: _____

PERSON MAKING REPORT:

Name: _____
Address: _____
Telephone: _____
Email Address: _____

DESCRIPTION OF VIOLATION: Date: _____ Time: _____
(Fill in as completely as possible)

Location: _____

Description of Violation:

VIOLATOR INFORMATION (if known):

Name: _____
Address: _____

WITNESS (if any):

Name: _____
Address: _____
Telephone: _____
Email address: _____

I understand that by submitting this form, I and the stated witness agree to aid the Board, Management and/or other entities in bringing about enforcement in this matter. I further understand that the Board and Management will not voluntarily provide the names of complainants to the person perceived to be in violation, but should they so request, it is the legal obligation of the Association to release this information. CA resident violation complaints will not be addressed if witness information is not provided.

MAIL TO:

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c/o The Prescott Companies
111 Deerwood Rd., Suite 200
San Ramon, CA 94583
Fax# (925)831-4791; Email: sparker@prescottmgt.com