

BRITTAN HEIGHTS

CONDOMINIUM ASSOCIATION

Rules Manual and Resident's Handbook

December 2016

READ & APPROVED

Signature Date

Signature Date

BRITTAN HEIGHTS CONDOMINIUM ASSOCIATION

The Golden Rules of Condo Living: Courtesy, Consideration and Thoughtfulness

Welcome to another year of living at Brittan Heights, a complex of 433 units, 4 swimming pools, 2 tennis courts, and a clubhouse. Our Association is governed by a five-person board of directors that meets once per month.

The standing committees are Architectural Control and Landscape. Please contact management for meeting time and place. Owners are welcome to attend and invited to join these committees.

A newsletter is mailed to each resident every other month, and it is important that everyone reads it. Contact Management if you do not receive it.

There are also legal postings and other important items posted by the mailboxes from time to time. Please take note of these. The mailbox displays should not be used for advertising or campaigning material.

Please read the enclosed rules and follow them carefully. They are meant to make living here a delightful and fair experience for all. Help keep our property in excellent order.

Clubhouse Staff: The clubhouse attendants are employees of the management company, not a volunteer. Please cooperate fully.

Maintenance Staff: Brittan Heights has two full-time maintenance people onsite. They are employed by the management company and not volunteers; please do not try to instruct or have them do personal work. All work requests should be handled through the management company.

Landscaping: Brittan Heights has two full-time landscape people onsite. They are employed by the management company and not volunteers; please do not try to instruct them to do personal work. All work requests should be handled through the management company.

*Please note that homeowners should send requests and issues to management and not instruct onsite staff or vendors directly.

Important Phone Numbers:

1-408-225-7380 - American Management Services, Inc. is the property management firm selected by the board of directors. Your calls should be limited to the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday unless it is an emergency. If your call is after the regular business hours the answering service will determine if this is a genuine emergency and management will be dispatched immediately.

650-593-8530 Clubhouse. This number is for private party reserved use of the clubhouse (four weeks in advance), renting the tennis ball machine, replacement of pool/tennis keys (a fee is charged), etc. Always leave your name, phone number and address if your call is answered by a machine. If you are a new owner who was not given a mailbox key, please do not call the clubhouse; the mailbox key should have been transferred to you when escrow closed on your unit.

650-802-4277 San Carlos Police. This number should be called for police matters, including parking in red zones, strangers depositing their garbage in our dumpsters, Cars parked on the street for more than 72 hours in the same spot or with expired plates, emergencies (such as car vandalism), etc.

(408)295-7767 Aquatek Plumbing -The Association uses Aquatek for plumbing problems to determine responsibility (individual owner or association) please contact management first. We can assist in scheduling and coordination. Contacting the plumber directly would circumvent this process and possibly cause more confusion and frustration.

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A. CONDUCT BY RESIDENTS

This is one rule that covers all aspects of condominium living ~ BE CONSIDERATE OF YOUR NEIGHBORS AT ALL TIMES. If this rule was strictly observed, there would be no need for any others. Unfortunately, this is not always the case. This may be due in part to the fact that residents are not always aware that they are disturbing others. It is in this spirit that these rules are published they are not intended to cover everything. They do, however, represent the most common activities considered to be an annoyance or nuisance as stated in the CC&R's.

1. The volume control on radios, stereos, and television sets, etc. should, at all times, be set at a level that keeps the sound within the unit. No loud playing of such type devices is allowed in the common area. (CC&R 7.2)
2. There is to be no running or jumping in the units, on the stairs, balconies, either on floors or treadmills. (CC&R 7.2)
3. No roller or blade skating, skate boarding, motorized scooter, bike riding, shouting, or game playing is allowed in the entryways or on the stairs. It should be noted that no skate boarding is allowed on the property at any time.
4. The hours between 11:00 p.m. and 7:00 a.m. are designated as quiet hours. On Friday and Saturday nights, the quiet hours are from midnight to 8:00 a.m. During this period residents are required to make an extra effort to be considerate and keep noise levels at a minimum. During these hours, there shall be:
 - a. No playing of musical instruments.
 - b. No operation of trash compactors, dishwashers, vacuums, washing machines, dryers, computer printers, or other appliances that may create excessive noise.
 - c. No hammering or drilling.
 - d. No loud conversations when entering or leaving the building or racing of automobile engines.
 - e. No moving of furniture, household goods, or heavy objects during quiet hours.
5. No one is permitted to make any use of a balcony that will cause water, dust, HM or other debris to fall on the balcony or patio of another person. (CC&R 7.2)
6. Units may not be rented for less than thirty (30) days or where the renters are provided hotel type services. All leases are subject to the CC&R's of the association. (CC&LR 7.1 and 7.8)

7. No business shall be located in any residence or other facility at Brittan Heights.
(CC&R 7.1)

8. All members are required to present to any renter, and incorporate as a condition of lease, the current CC&R's and association rules.

B. UNIT AND COMMON AREA APPEARANCE

1. No commercial signs, placards, posters, pennants, or advertising devices shall be placed anywhere within Brittan Heights except that one "For Sale" or "For Rent" or "For Lease" sign of customary and reasonable dimensions, referring to the unit in which it is displayed, may be placed in a unit window by the Owner. (CC&R 7.4)
2. No clotheslines, banners, fixtures, improvements, appurtenances, or foreign devices of any sort shall be hung upon any unit or anywhere upon the grounds of the association. (CC&R 7.9 and 7.11)
3. No radio or TV antennas, air conditioning or other equipment may be installed outside the unit or on any balcony or deck without the express written consent of the ACC or Board of Directors.
4. No architectural changes (such as enclosing balconies, building fences, etc.) may be made to any common area without the recommendations of the Architectural Committee and approval of the Board of Directors. Common areas are all areas apart from a unit, which includes: balconies, decks, walkways, carports, and storage areas. (CC&R 7.9)
5. No window shall be replaced except with clear glass. No window shall be tinted, shaded or otherwise colored. Only approved window coverings may be used. (CC&R7.10)
6. No rugs shall be cleaned from windows, balconies, or by beating against an exterior surface or structure. (CC&R 7.2)
7. No garbage or trash shall be thrown outside the trash receptacles. Items of furniture, rugs, etc. must be disposed of by their owners and not placed in trash receptacles. (CC&R 7.6) Garbage should always be contained in tied plastic bags.
8. No storage of any kind is permitted on balconies or patios except for items commonly and regularly used there (e.g., patio furniture, etc.). No bicycles, motorcycles, boats, surfboards, etc... may be stored on balconies. Balconies must be kept in a neat and orderly fashion. (CC&R 5.2 D)
9. All floor coverings (e.g., rugs, Astroturf) are strictly prohibited from all common and restricted common areas (e.g., decks, balconies, entryways, and bridges) without ACC and approval from the Board of Directors. (CC&R 7.9 and 7.13)
10. All planters and flowerpots must have risers underneath them allowing an air space of at least 1.5" when located on common and restricted common areas. (CC&R 7.9 and 7.13)
11. Nothing may be stored in carports outside the locker except automobiles or motorcycles. No boat storage is allowed. Bicycles only may be hung in the carports in the approved manner. Which is by both wheels. (CC&R 5.2D and 7.3)

12. Any materials that are esthetically displeasing or which represent a structural hazard are prohibited. (CC&R 7.9)
13. Nothing may be stored or parked in or on any passageway, entryway, or stairs that impedes or prevents safe passage. (CC&R 2.2B)
14. Residents may not trim, cut, or plant any trees or plants on the common area. (CC&R 79)
15. No motor driven vehicles of any type may be brought into or stored in condominium units or balconies at any time. (CC&R 7.3)
16. No tents, shacks, automobiles, vans, etc. may be used as a residence or for storage, even on a temporary basis. (CC&R 7.1)
17. Trash and garbage must always be disposed of in a proper and timely manner. It may not be placed, even temporarily in common or restricted common areas at any time. (CC&R 7.6)
18. Painting of the outside of a unit or of any part of the association property may be performed with approved paint colors only. (CC&R 7.6)
19. Nothing, except as noted, may be affixed, placed, stored, or disposed of in common or restricted common areas without the permission of the Board. (CC&R 5.2D)

C. **PARKING AND PARKING LOTS**

1. No campers, trailers, boats, mobile home, trucks, vans, buses or other vehicles not customarily and regularly used as passenger cars are to be parked, stored, or maintained anywhere within the Association. (CC&R 7.3)
2. No parking allowed in any area marked with a red curb. Parking regulations are the same as the city of San Carlos and are enforced by San Carlos police. Vehicles may only park in stalls outlined by white stripes or in a carport. (CC&R 7.3 and 7.15)
3. No work except cleaning and polishing shall be done on any vehicle in any Association carport or parking area. Minor repair work such as tune-ups and oil changes may only be done in the owner's parking stall. (CC&R 7.12)
4. Residents may work only on their own vehicles. Non-residents may not use the area and no work may be done on non-resident vehicles. (CC&R 7.12)
5. All residents are responsible for ensuring that their vehicles do not leave excess stains or other unsightly or unsafe debris such as oil or grease stains on the common and/or restricted common areas. (CC&R 7.12)
6. Residents will ensure that all articles stored in their lockers do not pose any sort of fire or other safety hazard (CC&R 7.12)
7. No tandem parking (one vehicle behind another in other than parallel parking spaces) is permitted. Parking is permitted only in carports or marked parking stalls: (CC&R 7.15)
8. The maximum speed limit in all driveways and parking areas is ten (10) miles per hour. (CC&R 7.2 and 7.3)
9. All vehicles are to be operated in a safe, quiet and courteous manner on Association property. (CC&R 7.3)
10. Registered, operative vehicles may not be parked more than seventy-two (72) hours in Associations parking lots. (CC&R 7.15)
11. No vehicles may be permanently parked or stored in the common area of the parking lot. A "permanently parked or stored vehicle" is one that has not been driven for at least ten (10) miles in any consecutive fourteen (14) day period. (CC&R 7.3) A resident leaving town for several days can notify the management and receive an exception for a vehicle parked in Association parking lot.
12. "Junkers" such as cars that are unregistered, have flat tires, no engines, and/or are inoperative may not be parked at any time on Association property. (CC&R 7.3)
13. The maximum number of cars that can be parked on association property, including carports and common area parking, is two vehicles per residence. (CC&R 7.15)

D. **PETS**

1. No owners or possessors of any animal shall cause, permit, or allow the animal to be in any part of the common area unless the animal is properly leashed by a substantial chain, lead rope or leash not exceeding six (6) feet in length, which chain, lead rope or leash shall be continuously held by some competent person capable of controlling such an animal. All cats are exempt from the leash provision. The common areas include entryways, stairways, carports sidewalks, streets, lawns and other common areas that are for the common use of all residents. (CC&R 7.5)
2. No owner or possessor of any animal is to suffer or permit such animal to habitually bark or act in such a manner as to disturb the peace of any resident or to become a nuisance. (CC&R 7.5)
3. No animal shall be permitted in the pool areas inside the fences. (CC&R 7.5)
4. An owner, keeper or walker of any dog, cat or other animal shall not permit the animal to deposit excrement in any portion of the common area. The owner or walker of the animal shall immediately remove and clean up any such excrement deposited by the animal. The owner or walker of any animal is expected to provide sufficient care and control of the animal as is necessary in order to prevent "accidents."

Dogs must not be allowed to soil the lawns. It kills the grass, causes brown spots and is unhealthy for others attempting to enjoy the landscaping. (CC&R 7.5)

5. Only "usual" pets may be kept. Usual pets include dogs, cats, birds, fish, small caged rodents, non-poisonous caged snake's turtles, and guinea pigs. (CC&R 7.5)

IT IS SUGGESTED THAT RESIDENTS KEEP THEIR CATS INSIDE THEIR UNIT.

E. **POOLS**

1. The pools are for the exclusive use of residents and their guests. There are NO LIFEGUARDS ON DUTY at any pool and they should be used by residents and guests at their own risk.
2. Each unit is limited to 2 guests (non-resident) at one time regardless of how many people occupy that unit. Guests must be accompanied by the resident.
3. All residents entering the pool areas: MUST HAVE A POOL KEY. This is the same key used to enter the tennis courts. Pool keys are the only means of identification and a way to keep our pools for our exclusive use. Anyone who refuses to display a key will be asked to leave the pool. Keys for resident-owners and tenants are available from the clubhouse supervisor with proof of residency.
4. STATE REGULATIONS require that any child under 14 years of age be accompanied by an adult.
5. Wet swimming suits and wet feet are not permitted in the clubhouse except in the lavatory area.
6. Swimmers are not to enter the large pool across the lounge area.
7. Only swimwear will be allowed in the pools: No cut-offs, etc. Infants must also wear swimming attire in the toddler pool. Balls, toy, and flotation devices are not allowed in the pools. The only devices allowed are the "water wing" flotation devices for children. Swim fins must be kept on feet. Small children may use inflatable toys, ect in the toddler pool. Infants and toddlers should be in the toddler pool to avoid "accidents" in the swimming pools.
8. Glasses, glass bottles and other breakable items are NOT PERMITTED IN THE POOL AREAS.
9. All litter must be disposed of in the trash receptacles. Diapers are NOT TO BE THROWN in the trash containers.
10. No pets are allowed in any pool area.
11. Running, rough housing, jumping and diving is strictly prohibited around or in the pools.
12. Pools may NOT be reserved for private use or parties.
13. All radios, cassette players etc. must be used with headphones.
14. Life preservers and body hooks are reserved for EMERGENCY USE ONLY.
15. Pools are open for use from 8:00 AM to 10:00 PM.
16. Lap times are from 5:00 p.m. to 7:00 p.m., Monday through Friday. In the Clubhouse pool (Main Pool)
17. No smoking or carrying of lit pipes, cigars, or cigarettes in the pool areas.

F. **TENNIS COURTS** (CC&R 5.2 and 5.2M)

1. The courts are for the use of Brittan Heights' residents and their guests only. Residents are allowed two guests per resident adult. Guests must be accompanied on the courts.
2. The courts are available from 8:00 am to 10:00 pm year round.
3. Residents must make advance reservations for court use. Reservation sheets may be found outside the Clubhouse. Sheets are posted one day in advance at 6:00pm.
4. If you sign up for tennis court and decide to cancel please call the Clubhouse office (593-8530) or cross your name off the reservation list
5. Residents not appearing at the court within 10 minutes of their reserved time forfeit the court.
6. No reservation for the courts may be made by phone.
7. Only members of the same household may sign up another member of that household you may not reserve the courts for other residents.
8. Resident must sign name and phone number on the reservation sheet.
9. A resident is limited to signing up for one and one-half hours per day per household
10. No smoking, pets, glass containers, bicycles or roller skates, etc. are allowed inside the tennis courts.
11. Tennis shoes must be worn inside the gate under all circumstances.
12. The court should be locked securely and lights turned off when leaving the courts.

G: **CLUBHOUSE** (CC&R 5.2D and 5.2N)

1. The upper lounge and deck are reserved *for* residents 18 years and older and their guests. Those under 18 may use these areas if accompanied by a resident adult. The upper lounge and deck may be reserved for private parties through the clubhouse supervisor (see separate rules governing the use of the clubhouse for private functions).
2. In the lower recreation area children less than 14 years of age, are not allowed unless accompanied by a resident adult.
3. Pool/tennis key is used as identification to check out game equipment at the clubhouse office. Residents are responsible for any damage caused by any member of the family or their guests.
4. Guests *must* be accompanied by the resident.
5. No wet *feet* or swimming attire is allowed in the clubhouse, except in the lavatory areas.
6. Entry to the pool area is not permitted from the upper deck *or* lounge area of the Clubhouse
7. No pets are allowed in the clubhouse or on the deck.
8. No alcoholic beverages are allowed in the downstairs areas, including the saunas and lavatories. No person under the age of 21 may consume or obtain alcoholic beverages.
9. The saunas are for the use of residents 18 years and older and no more than 4 persons are allowed in them at one time. The key to the sauna is available from the clubhouse supervisor and must be returned at the end of each period of use.
10. No business, political or commercial activity may be held in the clubhouse, with the exception of activities approved by the Board.
11. No unruly or noisy behavior is allowed

H. **SAUNA**

Sauna Rules & Regulations

1. Alcoholic beverages are prohibited in the saunas and restrooms. No other beverages or liquids are allowed other than water. (NO EXCEPTIONS).
2. The saunas are designed for the use of Brittan Heights' residents 18 years or older only. (NO MINORS or UNACCOMPANIED GUESTS are allowed)
3. Maximum occupancy in either sauna is 4 adults only.
4. Suitable attire is required at ALL times. Nudity is prohibited.
5. Saunas are gender specific not COED. (NO EXCEPTIONS)
6. Elderly persons, pregnant women, or those with health problems should consult their physician before entering and using facilities.
7. Long exposure may result in nausea, dizziness, or fainting.
8. No food or glass containers allowed in the saunas.
9. Do not place any objects on hot rocks other than water.
10. Aroma therapy is prohibited.
11. No sexual activity of any kind is permitted.
12. The key to the sauna is available from the clubhouse attendant and must be returned at the end of each period of use.

Failure to follow any of the sauna rules will result in removal from the premises and subsequent Board hearing and possible further punitive action (i.e. loss of privileges and fine). Please direct all inquiries to American Management Services Inc. (408) 225-7380.

INDEMNITY AGREEMENT

To the fullest extent permitted by law, the undersigned Individual shall indemnify and hold harmless the Brittan Heights Homeowners' Association, its members, its manager, and their respective agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any injury or accident while utilizing the Brittan Heights Sauna/Clubhouse facilities.

Dated _____

By: _____

I. FIRE SAFETY, OUTDOOR CARPETING, BARBECUES, OIL PANS, PLANTS, OUTDOOR FURNITURE, AND DECORATIONS

1. The following rules are meant to help preserve and protect Association property. Portions of our structures are covered with costly surfaces that must be protected from damage. Cooperation and compliance with these rules means less damage and lower costs. Violations should be reported to the management company promptly so that the damage can be stopped.
2. All landings and common area walkways must have clear passage of 44 inches for fire code and safety purposes from the front door to the gate area. Residents shall keep bridges, landings, and common area walkways clear of debris and obstructions. No object shall be placed on or obstruct access to the fire extinguisher box.
3. Outdoor carpeting or tile may not be installed without approval of the Association either in restricted or in unrestricted common areas.
4. Charcoal burners and other open-flame cooking devices (e.g., barbecues) having an LP gas container with a water capacity greater than 2.5 pounds are prohibited. All such devices must protect the floor from grease and ashes, and they must be confined to individual patios and decks.
5. Any vehicle dripping oil in a carport must have an oil pan underneath to catch the oil.
6. Residents may place decorative objects such as doormats and wreaths within three feet of their front door, but these items may be ordered removed by the Association upon complaint.
7. Plants (living or artificial) and other decorative objects may be placed on decks, patios, balconies, landings, and entryways only under the following conditions:
 - a) Nothing may be placed on a horizontal wooden surface, such as any part of a wooden bridge or the railing of a balcony, deck, or patio.
 - b) Decorative objects and plants in containers up to 10 inches in diameter at the widest point or 32 inches in circumference must be on wooden risers with a space of 1.5 inches underneath. Concrete blocks and bricks are prohibited as risers.
 - c) Decorative objects and plants in containers from 10 to 14 inches in diameter at the widest point or 32 to 44 inches in circumference must be on rubber-wheeled platforms with a space of 1.5 inches underneath.
 - d) Planters placed on concrete do not require risers.
 - e) Plant containers or decorative objects larger than the above are prohibited.
 - f) Plant containers and decorative objects must be periodically moved to avoid moisture or other damage underneath.
 - g) Planters hung on walls or beams must be installed by devices that keep the planters at least one inch from the walls or railings and must have a container to catch water.
 - h) Planters with dead plants or no plants at all, as well as gardening supplies and tools, must be removed.

- i) All planters must have contained underneath to catch water so that there is no overflowing or leaking onto the floor.
- j) Plants and other decorative objects can be ordered removed upon complaint.

8. Outdoor furniture may be placed on balconies, decks, patios, or common areas near a resident's unit if it does not impede passage as specified in rule 1 above. Such furniture must be manufactured as outdoor furniture, must be in good condition, must be clean, and must be free of corrosion. Its contact with the surface must be minimal and non-damaging. Such furniture may not be stacked or overturned or placed in contact with a wall. Umbrellas must be removed from the common area in inclement weather. Any items of outdoor furniture can be ordered removed upon complaint.

9. All residents should be respectful and considerate of their neighbors in the use of common space.

J. ACC VARIANCE REQUEST

**BRITTAN HEIGHTS CONDOMINIUM ASSOCIATION
ARCHITECTURAL VARIANCE REQUEST**

Name: _____ Member Number: _____

Address: _____ Phone (Home): _____

_____ (Work): _____

Email Address: _____

Description of work proposed: Attach any necessary drawings, photos, etc.

Who will perform the work? (Include qualifications)

NOTES:

1. Applicant agrees and understands that submission of this form alone does not fulfill all requirements for approval. Committee and/or Board may require additional information in order to make a decision. Until all information has been received, the application stands disapproved.
2. Applicant understands that if modification to plans are required by the Committee, that special conditions may be placed on completion of work.
3. Applicant understands that failure to receive City, and Brittan Heights' Board approval where necessary, and/or Committee approval, constitutes automatic authorization by the applicant to the Association to have the work brought into conformance with the approved plans, specifications, and special requirements at the complete expense of the applicant/homeowner.

Applicant's Signature	Date
Received by	Date

Approved: _____ Denied _____ Action Date: _____

Signature of Authorized Association

Representative: _____

Reason for Denial or Special Conditions of Approval: _____

Send Architectural Variance Request to:
 American Management Services, Inc.
 6830 Via Del Oro, Suite 107
 San Jose, CA 95119-3414

INDEMNITY AGREEMENT

To the fullest extent permitted by law, the undersigned Owner and Contractor shall indemnify and hold harmless the Brittan Heights Homeowners' Association, its members, its manager, and their respective agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from performance of the work by Contractor. The Contractor's duty to indemnify shall not apply to claims, damages, losses and/or expenses caused solely by the active negligence of the Association or its agents. Attached hereto is a copy of the Declaration page of the Contractor's commercial general liability policy and a copy of the endorsement naming the Association as an additional insured under said policy.

Contractor Name: _____

Contractor Title: _____

Dated _____ By: _____
(Contractor Signature)

Homeowner Name: _____

Dated _____ By: _____
(Homeowner)

K. Hard Flooring Rule

BRITTAN HEIGHTS Hard Flooring Rule

1. Installation of hard flooring surfaces such as hardwood, stone or ceramic tile in the bedrooms and bedroom hallways of each unit is prohibited. Where such installations are found in a bedroom (excluding a master bath) or bedroom hallway, the Board may order the installation removed, covered with carpet and pad, or abated in some other fashion.
2. Where hard flooring surfaces are installed in the dining or living rooms of a unit, and the occupants of an adjacent unit, complain of excessive impact noise (e.g., footsteps, sliding chairs, etc.) from the hard flooring installation, the owner of the unit and/or its occupants shall take whatever steps are necessary to abate the excessive noise. If the owner and/or occupant fail to do so, the owner of the adjacent unit may file a complaint with the Board.
3. Upon receipt of an excessive impact noise complaint, the Board shall order the owner and/or occupants of the offending unit to abate the excessive impact noise within a specific time period. If the owner/occupants of the offending unit fail to abate the noise within that time, the Board at its discretion may order a test of hard flooring assembly at the owner's expense by an independent acoustical consultant selected by the Board. Factors considered in the exercise of such discretion will include, but are not limited to, the extent to which the owner/occupants of the offending unit have employed noise mitigation measures on the hard flooring surfaces, and can demonstrate good faith efforts to resolve the excessive noise problem with the adjacent neighbor.
4. If hard flooring installation is tested and fails to achieve a minimum field-tested impact insulation class (FIIC) rating of at least 54 the Board may impose fines, removal of the hard flooring installation or other abatement measures. Where the installation achieves the minimum FIIC rating, but excessive impact noise problems persist, the Board will not be precluded from treating such noise as a nuisance under the Association's CC&Rs.

HARD FLOOR NOISE MITIGATION MEASURES

The measures below will help mitigate the amount of impact noise transmitted through hard flooring surfaces to other units. Occupant adherence to these measures will be taken into account by the Board in determining responsive measures for complaints of excessive noise.

(1) Use of floating floor installations for the hard surface materials with the highest quality acoustical underlayment material available. (Caution should be exercised with respect to manufacturer representations regarding the performance of acoustic materials. "IIC" ratings are different than "FIIC" ratings and should not be relied upon, nor should lab test results not based upon the same subfloor construction that exists at Brittan Heights.)

(2) Wearing only slippers, stockings or soft soled shoes while walking about the unit. ***Walking on hard flooring surfaces with hard soled shoes, particularly those with high and/or large heels, will virtually guarantee an unreasonable noise intrusion for lower neighbors;***

(3) Covering as much of the hard flooring surface as reasonably possible with furniture and/or area rugs. Use of non-skid area rugs in high foot traffic areas is particularly important;

(4) Use of rubber, felt or other cushions underneath and/or attached to the feet of furniture pieces, especially items such as chairs that may be prone to sliding along the hard surface;

(5) ***Monitoring the activities of small children on the hard flooring surfaces.*** Vigorous play and/or play with hard surfaced toys such as plastic tricycles, cars, etc. will almost certainly cause unreasonable noise intrusion for occupants below;

(6) ***Occupant awareness at all times that their activities on hard flooring surfaces can seriously impact the occupants of other units.***

Note: Implementation of some or all of the above measures will not necessarily make the installation equivalent to a carpet and pad floor covering, nor insure against an unreasonable noise intrusion upon lower neighbors.

Homeowner Signature

Date

L.

SATELLITE AND VIDEO PROGRAMMING SYSTEMS

The Brittan Heights Board of Directors approved these guidelines on May 20, 1997 for the installation of any satellite, antenna or other video-programming systems device.

1. Advance written notice of intent to install a satellite dish, antenna or other video programming device must be sent to the BHCA Architectural Control Committee. Requester should complete and submit an ACC Modification Request form, attaching all applicable drawings and schematics.
2. A satellite dish, antenna, or any other video-programming device may be placed on the rear balcony, deck or patio under the following conditions.
 - A: The device may be mounted on a free standing low platform or table provided the highest part of the device is below the balcony (deck) or patio railing.
 - B: The device must not pierce or damage the balcony (deck) or patio structures.
 - C: The device must be grounded and meet all requirements of the Uniform Building Code, the National Electrical Code, and the Federal Communications Code.
 - D: If a hole is needed to get the cable inside the unit, it must be no larger than necessary to accommodate the cable and must be caulked to keep moisture out.
 - E: If the Association needs access to the site for maintenance purposes, the owner of the unit must remove and replace the device at his/her own expense.
 - F: The owner is required to indemnify and reimburse the Association for any loss or damage caused by the installation, maintenance or use of the installation.
3. A Tenant may only install a satellite dish, antenna, or any other video programming device with the exclusive written consent of the owner who then assumes responsibility for the above provisions.

M. **ATTIC SPACES**

The attic spaces above a 3^d floor unit or above a one-story building are RESTRICTED common area and not the property of the adjacent unit owner. Owners may store objects that are not dangerous there with approval of the Board of Directors. That approval may require an inspection and modification. Applying for a storage use of that area requires completion of a Architectural Variance Request form.

N.

**BRITTAN HEIGHTS CONDOMINIUM
AMENDMENT TO OWNER- INSTALLED TILE ON PRIVATE DECKS POLICY
Adopted: February 19, 2014**

1. The installation or re-installation of tile or other hard surfaces on top of balconies which have a water proof membrane no longer will be approved.
2. Those units that currently have hard surfaces in place shall be able to keep them until replacement of the water proof membrane or dry rot repairs are required at which time the hard surface will be removed and replacement will not be permitted.
3. This new policy will supersede the Owner-Installed Hard Surfaces on Private Decks Policy that was adopted on August 20, 1998.
4. Until removed, those units with prior approval must continue to adhere to the below items which were in place in previous policy;
 - a) To indemnify, hold harmless and defend the Association, its Directors and the Management Company from any claim arising from or related to the work performed.
 - b) That you and your successors in interest will be responsible to maintain, repair, and replace the tile surface; be responsible for the costs of removing hard surface if the damage is the result of your negligence or failure to maintain the tile.
 - c) That in the event you or your successors fail to maintain the improvement or comply with the above terms, the association may, at its sole discretion, maintain, repair, or remove the modification; and that all such costs incurred thereby and/or the costs including attorney fees of enforcing this agreement shall become a lien against the property and collectible in the same manner as association regular assessments.
 - d) In the event of a sale, you must advise your buyer(s) of this policy and the obligations set forth herein. The Association may cause to be recorded a document setting forth the requirements of this policy to give notice to prospective members. Any such recording shall not affect your obligation to fully disclose this policy to your buyer(s).

Date:

Date:

Address:

Owner:

Owner:

O. **No Smoking Rule**

Brittan Heights Condominium Association

No Smoking Rule

Adopted October 6, 2006

"There shall be no smoking or carrying of lit pipe, cigar, or cigarette in the following areas: 1) the swimming pool areas, 2) the tot lot area below the clubhouse, 3) the tennis courts, 4) the area outdoors within thirty six feet forward from the front door of any unit or the clubhouse and 5) the canyon below the buildings".

P. **Landscape Committee**

LANDSCAPE COMMITTEE

The Landscape Committee's mission is "to protect and enhance the natural health and beauty of the landscape in the common areas surrounding Brittan Heights Condominiums."

The Landscape Committee meets monthly, call management for dates. The landscape crew supervisor attends the meeting as well as the Board liaison. Committee members walk through their specified areas, note problems and receive homeowner requests. The committee considers all requests and suggestions, and directs the landscape crew supervisor to have approved work implemented by the crew. Please do not make special verbal request directly to the landscape crew.

We value your observations and suggestions for landscape work. Please contact management with any landscape concerns and they will be happy to forward them to the appropriate person. We ask that homeowners limit their own gardening to their decks and shared entryways. Note the special restrictions cited earlier on size and placement of containers for protection of the decks and entrance surfaces. Special planting projects on common areas must be approved by the committee so that we can maintain the overall health and beauty of the environment and ensure that plantings are chosen for appropriateness to landscape plan, climate, soil, exposure and deer appetites and can be maintained by the landscape crew and the irrigation system.

The Landscape Committee asks all dog owners to help us keep the grounds clean and green. Please walk your dogs away from the lawns and clean up after them. Our landscape crew is not responsible for this job. Thank you.

Emergencies: Notify Management Company-1-800-720-1999 for situations such as continuously running sprinkler, a broken irrigation outlet/or fallen tree. This number will reach someone on call days, nights and weekends.

Q. LANDSCAPE COMMITTEE

**BRTTTAN HEIGHTS HOMEOWNER'S LANDSCAPING or TREE & SHRUB TRIMMING
SPECIAL REQUEST FORM**

PLEASE LEAVE THIS FORM AT THE CLUBHOUSE OR EMAIL TO brenda@amspcam.com. A MEMBER OF THE LANDSCAPE COMMITTEE WILL REVIEW YOUR REQUEST SHORTLY, AND YOU WILL BE NOTIFIED OF THE DISPOSITION OF YOUR REQUEST. PLEASE REMEMBER THAT THE LANDSCAPE COMMITTEE MEMBERS ARE ALL VOLUNTEER HOMEOWNERS WHO DONATE THEIR TIME TO THE ASSOCIATION. YOUR PATIENCE WITH THIS PROCESS IS APPRECIATED.

Name of Homeowner: _____

Telephone Numbers: Daytime: _____ Evening: _____

Address: _____

Request Description:

Tag # of tree to be trimmed (if applicable): _____

I/We hereby agree to abide by the procedures set forth in Brittan Heights Homeowners Tree and Shrub Trimming Special Request

Signature: _____

Date: _____

Office Use Only SR/WO #:

PLEASE ALSO COMPLETE THIS PAGE FOR TREE & SHRUB TRIMMING REQUESTS

NAMES OF ALL OTHER HOMEOWNERS WITH UNITS DIRECTLY AFFECTED BY TRIMMING REQUEST

Request Description (from previous page)

Name of Homeowner: _____

Telephone Numbers: Daytime: _____

Evening: Address: _____

Signature (Only if consenting to request): _____

Name of Homeowner: _____

Telephone Numbers: Daytime: _____

Evening: Address: _____

Signature (Only if consenting to request): _____

Name of Homeowner: _____

Telephone Numbers: Daytime: _____

Evening: Address: _____

Signature (Only if consenting to request): _____

Office Use Only

SR/WO

Please attach additional sheets as necessary.

Brittan Heights Homeowner's Landscaping Special Request Instructions

- 1 A homeowner (resident or nonresident) who wishes for alterations or additions to landscaping around their unit will be required to complete the *Landscaping or Tree and Shrub Trimming Special Request Form* and submit this to the Brittan Heights management company.
- 2 The Brittan Heights management company will log and forward the request to the Landscape Committee for review. The request will be reviewed against current landscaping plans to determine if it falls within an area scheduled for upgrade. A Landscape Committee member will visit the site and may also review the request with the requesting homeowner if clarification is needed.
- 3 All requests will be considered in the context of the overall Brittan Heights landscape (e.g. drought/deer tolerant, expected performance of a specific plant in the requested location, height, spread, etc.). The Landscape Committee member will write up the site visit and provide a recommendation to the Landscape Committee. A copy of this will be given to the requesting homeowner.
- 4 The Landscape Committee will meet to either approve or deny the request and the recommendation at the next scheduled Landscape Committee meeting.
- 5 Approved requests/recommendations will be prioritized for implementation based on available funding, coordination with other activity planned in the area (e.g. due for painting/repairs soon, landscape upgrade planned), urgency, etc. Requests approved by the Landscape Committee which carry a cost above a clip level specified by the Brittan Heights Board (currently \$2K) will be submitted by the Landscape Committee to the Board for review and subsequent approval before being scheduled for implementation. The Brittan Heights management company will report back to the homeowner on the result.
- 6 A homeowner may appeal a decision directly with the Brittan Heights Board.
- 7 If a request approved in concept by the Landscape Committee is not funded for implementation, the homeowner may request of the Brittan Heights Board that the homeowner be allowed to pay for purchase and installation of the requested plantings. The homeowner is responsible for gaining written approvals and is required to inform the Landscape Committee re when work will be performed prior to the work being done.
- 8 The Landscape Committee will inspect the area after its completion to make sure that the actual planting complies with the approved request and recommendations. If the planting deviates from the approved request and recommendations, the Landscape Committee will report the matter to the Brittan Heights Management Company and Brittan Heights Board for further action.
- 9 Any homeowner not adhering to this procedure will be reported to the Brittan Heights Management Company and Brittan Heights Board for further action.

Brittan Heights Homeowner's Tree & Shrub Trimming Special Request Instructions

1. A homeowner (resident or nonresident) who wishes for trees or shrubs to be trimmed around their unit for light, view, or other purpose will be required to complete the *Landscape or Tree and Shrub Trimming Special Request Form* and submit this to the Brittan Heights management company.
2. If the trimming will directly affect any other homeowners' units, the homeowner must obtain consent of the other homeowners beforehand and their name, address, and contact details must be provided on the form.
3. The Brittan Heights management company will log and forward the request to the Landscape Committee for review. The request will be reviewed against the current tree and shrub trimming maintenance plan. If the tree or shrub is or will be scheduled for trimming per the tree and shrub maintenance plan, the homeowner will be notified by the management company. Any trimming required immediately must go through the special request procedure that follows and may be charged back to the homeowner.
4. If the tree or shrub is not part of the tree and shrub trimming maintenance plan, a Landscape Committee member will visit the site and may review the request with the requesting homeowner if clarification is needed. If necessary, the Landscape Committee member will request that a Brittan Heights approved specialist be brought on site to review the request at the expense of the homeowner. The homeowner will be notified prior to any expense being incurred.
5. The Landscape Committee member will write up the site visit and provide a recommendation to the Landscape Committee. A copy of this will be given to the requesting homeowner.
6. The Landscape Committee will meet to either approve or deny the request and the recommendation at the next scheduled Landscape Committee meeting.
7. The Landscape Committee Chair will report back to the homeowner on the result.
8. All homeowners directly affected by the requested trimming will also be notified of the special trimming request, recommendation and result by a copy of the completed Landscape or Tree and Shrub Special Request Form being left on their door or sent to their place of residence if not at Brittan Heights.
9. The requesting homeowner and affected homeowners will be allowed 3 weeks to review the request, recommendation and result and submit comments to the Landscape Committee.
10. The tree and shrub trimming special request, recommendation, result and any further homeowner comments are submitted by the Landscape Committee to the Brittan Heights Board for review and subsequent approval.

11. A homeowner may appeal a decision directly with the Brittan Heights Board
12. If the tree and shrub trimming special request, recommendation and result is approved by the Brittan Heights Board, the homeowner will be required to hire one of Brittan Heights approved landscape vendors to ensure that the trimming does not endanger the tree or shrubbery and to ensure uniformity. (For a list of approved vendors contact the Brittan Heights management company.) The vendor will only undertake the work with appropriate written approval from the Brittan Heights management company who manages all vendors. The homeowner is responsible for gaining written approvals.
13. The homeowner is required to inform the Landscape Committee re when work will be performed prior to the work being done.
14. The homeowner is required to pay for all tree and shrub trimming requested.
15. The Landscape Committee will inspect the trimming after its completion to make sure that the actual trimming complies with approved request, recommendations and vendor directions. If the trimming deviates from the approved request, recommendations and vendor directions, the Landscape Committee will report the matter to the Brittan Heights Management Company and Brittan Heights Board for further action.
16. Any homeowner not adhering to this procedure will be reported to the Brittan Heights Management Company and Brittan Heights Board, for further action.

R. **Water Shut Off**

Brittan Heights Condominium Association **Water Shut Off Procedure**

Following is the established procedure to perform water shut offs at Brittan Heights. This process takes into account the multiple issues involved in securing water supply for the purposes of repair or remodeling. These issues include, but are not limited to:

1. Sufficient notification of all homeowners affected, as water can be secured only to the entire building.
2. Notifications of Alarm Company and Fire Department to avoid false alarms and ensure adequate preparation in case of an emergency.
3. Potential damage and liability involved in improperly securing/reinstating water service by unqualified persons, or those who are not familiar with the particular system.

Step-by-step procedure

1. Homeowner (or Association's Vendor) contacts Management to request water shut off at least 3 days, preferably 5 days, prior to the schedule of work.
2. Management informs the Clubhouse Staff of the date, time and location of the water shut off.
3. Clubhouse Staff completes water shut off notification forms, posts these forms at all bulletin sites of the building that is to be without water service, and informs Maintenance Staff of the upcoming event.
4. Maintenance Staff schedules to meet with vendors on location to secure water.
5. On the day of water shut off, at the specified time and location, Maintenance Staff meets with homeowner's or Association's Service Vendor.
6. Maintenance Staff contacts Management to confirm both Vendor and Maintenance are on site and scheduled shut down is ready to proceed.
7. Management contacts the San Carlos Fire Department Emergency Dispatch Office, informing them of the shut down and providing all addresses in the affected building (i.e. Building 1 is 3383 & 3387 Brittan Avenue).
8. Management contacts California Security Alarm Company, providing the account number of the affected building and approximate length of time water is to be secured.
9. Management contacts Maintenance Staff with clearance to proceed.
10. Maintenance secures water to building.
11. Scheduled work is performed.
12. Vendor contacts Maintenance Staff to indicate water service may now be reestablished.
13. Maintenance Staff returns water flow to building and contacts Management to report status.

14. Management contacts the San Carlos Fire Department Emergency Dispatch Office and California Security Alarm Company to report water service is restored to this location.
15. If applicable, Management follows up with homeowner to ensure process was performed to their satisfaction.

*** Please note that there is a charge of \$25 to be paid to the Association for this service.**

S. **FINE POLICY**

The Board of Directors Fine Policy

1. \$200.00 per violation for the first offense.
2. Additional fines for continued noncompliance of \$25.00 per day until the violation is corrected.
3. Effective date for this policy is September 15, 2004.

Normal Process: (not a warranty)

Violation Letter:

- A. Violation corrected, no further action unless notified
- B. Remaining in noncompliance 2nd letter (Board Hearing Letter)

Board Hearing 2ND letter:

- A. Board of Directors hearing: At least 10 days notice prior to the hearing.
- B. Non-appearance: The Board can discuss the violation and can fine in absentia.
- C. Appearance: The Board will discuss the issue with the offending homeowner. The Board can fine the homeowner for continued noncompliance.
- D. If the violation is corrected, please contact management immediately to inform the Board. Otherwise please attend the hearing.