

COLUMBIA HOMEOWNERS ASSOCIATION

# **RULES & REGULATIONS**

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*The Association's Rules augment and clarify the CC&Rs. All members and residents are obligated to abide by the Rules*

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Columbia Homeowners Association  
Rules & Regulations

*Revised August 10, 2011*

Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
<b>SECTION 1</b>	<b>COMMON AREA USE</b>	1
1.1.	Common Area Use Petitions	1
1.2.	Association Dock Use	1
<b>SECTION 2</b>	<b>BALCONY AND SECOND STORY DECK USE</b>	1
2.1.	Use	1
2.2.	Furniture	1
2.3.	Storage	2
2.4.	Planter Boxes	2
2.5.	Deck Wind Barriers	2
<b>SECTION 3</b>	<b>GARBAGE AND RECYCLING CONTAINERS</b>	2
3.1.	Container Collection	2
3.2.	Garbage Containers	2
3.3.	Recycling Containers	2
<b>SECTION 4</b>	<b>MAINTENANCE</b>	2
<b>SECTION 5</b>	<b>NUISANCES AND NOISE</b>	2
5.1.	Nuisance and Noise Restrictions	2
5.2.	Landscape Installation and/or Construction Exceptions	2
<b>SECTION 6</b>	<b>OTHER RULES &amp; REGULATIONS</b>	3
6.1.	Firewood	3
6.2.	Flags	3
6.3.	Insect traps (Electronic)	3
6.4.	Outdoor Furniture	3
6.5.	Lights/Decorations-Holidays	3
6.6.	Mail Box Posts	3
6.7.	Security Devices	3
6.8.	Signs	3
6.9.	Vehicle Storage	3
6.10.	Wind chimes	3
6.11.	Window Coverings	4
<b>SECTION 7</b>	<b>PETS</b>	4
7.1.	Limitations	4
7.2.	Pet Behavior	4
7.3.	Pet Control	4
7.4.	Domestic Pet Birds	4
7.5.	Pet Complaint Procedures	4
<b>SECTION 8</b>	<b>PARKING RULES &amp; REGULATIONS</b>	5
8.1.	Definitions	5
8.2.	Parking	5
8.3.	Parking Enforcement	5
8.4.	Parking of Resident Vehicle	5
8.5.	Vehicle Storage	6

Table of Contents (*continued*)

<b>SECTION 9 MISCELLANEOUS</b> .....	7
9.1. Speed Limit.....	7
9.2. Tenants.....	7
<b>SECTION 10 CC&amp;Rs PROCEDURES FOR ENFORCEMENT OF THE ARCHITECTURAL RULES AND STANDARDS AND THE RULES AND REGULATIONS</b> .....	7
10.1. Scope of Enforcement.....	7
10.2. First Step.....	7
10.3. Second Step.....	7
10.4. Third Step.....	7
10.5. Rescheduled Hearing.....	7
10.6. Hearing Default.....	7
10.7. Repeat Violations.....	8
<b>SECTION 11 COMMUNITY BOARD APPEAL PROCESS</b> .....	8
11.1. Right of Appeal.....	8
11.2. Appeal to the Community Board.....	8
11.3. Final Decision of the Community Board.....	8
<b>SECTION 12 SATELLITE DISH/ANTENNA RULES</b> .....	8
12.1. Large Antenna or Satellite Dishes.....	8
12.2. Small Antenna or Satellite Dishes.....	8
12.3. Location of Installation.....	8
12.4. Screen from View.....	9
12.5. Owner Responsibility for Damage.....	9
12.6. Safety.....	9
12.7. Notification of installation.....	9
12.8. Intent.....	9

COLUMBIA HOMEOWNERS ASSOCIATION  
RULES & REGULATIONS

Revised August 10, 2011, by the Board of Directors

These Rules and Regulations ("Rules") were developed to maintain our property values, to enhance our neighborhoods, to promote harmonious living in Columbia, and for the proper management and operation of the Columbia development. The Columbia Homeowners Association Board of Directors shall determine the definition of any terms or conditions herein, which are subject to interpretation.

These Rules are promulgated pursuant to the law and the authority set forth in the Covenants, Conditions & Restrictions of Columbia Homeowners Association ("CC&Rs"), including Section 7.1.8 thereof.

For more information regarding the basis for these Rules and Regulations, please refer to the Columbia Homeowners Association Covenants, Conditions, and Restrictions (CC&Rs) Sections specified in parenthesis at the beginning of each section.

SECTION 1  
COMMON AREA USE

1.1. Common Area Use Petitions: Common Areas may not be reserved for the exclusive use of any resident or group of residents. Should a resident wish to use a common area for an exclusive use social or recreational function, the resident must petition the Board of Directors in writing for a hearing a minimum of (10) days prior to the next regular Board meeting. The petition shall include the resident's name, address and telephone number; the date and purpose of the event and the number of people to be in attendance. The petitioner need not attend the Board meeting. The Board shall consider the petition at its next regular meeting, take all facts into consideration and shall render its written decision to the petitioner within three working days of the meeting.

1.2. Association Dock Use. Use of the Association's dock is limited to the launching of small, non-motorized boats by Columbia homeowners and their guests. Loitering on the dock is not permitted.

SECTION 2  
BALCONY AND SECOND STORY DECK USE

2.1. Use: Second story decks and balconies are primarily for the outdoor enjoyment of the Owner. Rug cleaning or the disposal of lint, dirt or other materials on second story balconies or decks is prohibited. The drying or draping of rugs, clothing or other materials over railings or furniture is also prohibited on second story balconies or decks.

2.2. Furniture: Only furniture designed for outdoor use is permitted on second story decks and balconies. The furniture height shall not exceed the height of the railing and shall not be obtrusive in color and print. The Columbia Board may determine whether an Owner's furniture meets these requirements.

2.3. Storage: The storing of recreational equipment, animal houses, storage cabinets, or household appliances or fixtures is prohibited on balconies and second story decks.

2.4. Planter Boxes: Clay or wood planters containing properly maintained flowers, herbs or other small plants are permitted provided their irrigation does not result in water dripping from second story decks and balconies by the use of drip or overflow containers. Plant containers shall not be placed on railings.

2.5. Deck with Barriers: Second story deck or balcony wind barriers are prohibited unless approved in writing by the Columbia Board of Directors and the Community Architectural Committee.

### SECTION 3 GARBAGE AND RECYCLING CONTAINERS

3.1. Container Collection: Garbage can only be put out the night before the scheduled pickup. Garbage or recycling containers may be left at the street curb for pickup on the day scheduled in the area by the City. At all other times, containers must be stored out of sight from the common area inside a resident's garage or side yard. Garbage containers must be covered at all times to avoid odor and loose trash. Residents are responsible for removing litter from their property. Containers may not be stored in the Association's landscaped Common area.

3.2. Garbage Containers: Garbage containers must be covered at all times to avoid odor and loose trash. Container sizes may range from 15 to 35 gallon capacities. If the City of Alameda offers an approved garbage container in the future, it will be acceptable.

3.3. Recycling Containers: The container size, type and use shall be dictated by the agencies collecting recycled materials.

### SECTION 4 MAINTENANCE

Owners shall maintain the landscape, structures and exteriors of all buildings, including but not limited to fences, walks, conduits, drains on their property in good condition and repair to meet the standards of quality established for the Columbia Association.

### SECTION 5 NUISANCES AND NOISE

5.1. Nuisance and Noise Restrictions: Residents shall not create noise of any kind that is discernable on other property which interferes with concentration or sleep including, but not limited to exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes. All security devices must comply with the City of Alameda's Noise Ordinance #2177. Noxious or offensive activity that may be an annoyance or nuisance to others is prohibited. The harboring or breeding of infectious plant diseases or noxious insects is prohibited. Fires, except barbecue fires contained within receptacles designed for such purpose, are prohibited.

5.2. Landscape Installation and/or Construction Exceptions: Individual Owners or residents may

install landscape or hardscape between 7:00A.M. and 7:00P.M. in accordance with the City of Alameda Noise Ordinance #2177.

## SECTION 6 OTHER RULES & REGULATIONS

- 6.1. Firewood: Storage is permitted in rear and side yards out of public and neighboring property view and shall be stacked in an orderly manner with sufficient clearance from fences and houses to avoid insect damage to structures. Firewood and ground contact should be avoided.
- 6.2. Flags: Flags are permitted for temporary display in a house-mounted wall bracket. Flags must be maintained in an appropriate condition and hung so as not to ( 1) interfere with exterior house lights; and 2) obstruct walkways in common areas or commonly maintained areas and are subject to compliance with commonly accepted flag rules. Only one (1) flag is permitted to fly at one time. In- ground poles are not permitted. An Owner or tenant may display a United States flag (made of cloth or paper) on their lot, unless it is a health or safety hazard.
- 6.3. Insect Traps (Electronic): Insect Traps shall not create a nuisance to neighboring properties.
- 6.4. Outdoor Furniture: Outdoor furniture shall be designed specifically for exterior gardens and patios and should harmonize or coordinate with the appearance and finish of the residence and the neighborhood. Patio furniture must be kept on a front porch, back yard, patio or other yards where approved in writing by the Association.
- 6.5. Lights/Decorations-Holidays: Holiday lights/decorations are allowed only during each holiday season. They may be installed four (4) weeks prior to the holiday and removed four (4) weeks after the holiday. No colored bulbs are allowed in house light fixtures, including landscape lighting, with the exception of holiday lights during the time specified for holiday lights.
- 6.6. Mail Box Posts: Posts shall be maintained by the Association and will be replaced by the Reserve Fund on a periodic basis. Owner must contact the Association Manager prior to installation. If an Owner desires to replace their mailbox prior to the scheduled replacement, the Owner must install the approved color and style of mailbox. Mailboxes shall be black, standard rural post office certified. House street numbers shall be maintained on each mailbox. The numbers shall be one (1) inch in height and white reflective. Newspaper tubes are not permitted.
- 6.7. Security Devices: Motion detectors light fixtures are permitted provided they are properly shielded. Security motion detector lights must be shielded. The raw metal portion (excluding the decal area) of security boxes shall be painted to match the color of the surface to which it is attached.
- 6.8. Signs: Refer to the Community's Rules and Regulations.
- 6.9. Vehicle Storage: Storage of motorized boats, trailers, campers, commercial vehicles and large trucks is not permitted outside of the Owner's garage on private property or on Columbia Association streets.
- 6.10. Wind chimes: Wind chimes are discouraged, but are permitted only if the sound level does not

intrude into neighboring property.

6.11. Window Coverings: Window coverings are defined as any covering of a window or glass door that may be seen from outside the house.

(a) Installation: Owners must install interior window coverings on all windows/glass doors (e.g. draperies) within ninety (90) days of close of escrow.

(b) Color Uses: The exterior appearance of window coverings (drapery lining) shall be white, off-white or natural wood color (e.g. shutters/wood blinds).

## SECTION 7 PETS

7.1. Limitations: No animals, including, but not limited to fish, reptiles or birds, may be kept for commercial purposes. Owners desiring to have more than two (2) animal pets may apply in writing to the Board of Directors. Only domesticated birds, cats, dogs, aquatic animals kept within an aquarium, or other animals approved in writing by the Board of Directors may be kept within any lot or home.

7.2. Pet Behavior: No unreasonably noisy, vicious, dangerous, destructive and/or aggressive pets are permitted within Columbia Association. The Board of Directors has the final authority to determine if a pet is unreasonably noisy, vicious, dangerous, destructive, and/or aggressive.

7.3. Pet Control: Pets shall be kept under reasonable restraint when outside of a resident's property either by leash, cage or hand-held. The City of Alameda Ordinance #9-122 requires Owners to clean up after their pets who have soiled the common areas, streets, sidewalks or private property. Dog and cat owners must comply with Alameda's Pet Ordinances, i.e. dogs must be on leashes, and cats are not allowed to roam free.

7.4. Domestic Pet Birds: Pet birds may be kept outside a house provided the birds do not disturb neighbors or damage common areas or commonly maintained areas or wild life.

7.5. Pet Compliant Procedures: When the Board of Directors or the Association Manager receives one (1) verbal or written complaint regarding a pet, a First Notice will be sent to the pet owner. The Notice shall contain the specific nature of the complaint and the remedy sought. If two or more complaints are received regarding the same pet, or the Board determines the pet to be a nuisance, the pet owner will be called before the Board for a hearing regarding the complaints. The Board shall consider all facts and render its decision in writing to the pet owner within three (3) working days following the hearing. The Board may require the Owner and/or resident to remove the pet permanently from the Columbia Association.

SECTION 8  
PARKING RULES & REGULATIONS

8.1. Definitions:

- (a) Owner shall mean a Member and/or Owner as defined in the Columbia Associations Declaration of Covenants, Conditions and Restrictions (CC&Rs).
- (b) Resident shall mean any person who resides in a home on a Lot within the Columbia Association, whether or not such person is an Owner as defined in the Association's CC&Rs. Guest shall mean any person visiting the home of an Owner or Resident.
- (c) Vehicle shall mean a device by which any person or property may be propelled, moved, conveyed, or drawn upon a highway, except a device moved exclusively by human power.
- (d) Commercial Vehicle shall mean a vehicle used or maintained for the transportation of persons or property for hire, compensation or profit, and/or designed, used or maintained for business purposes and/or displaying signs, decals, logos or other indicia of commercial or business use. Refer to CC&Rs for additional information.
- (e) Parking Area shall mean all parking areas wherever located within the Columbia Association, including driveways on Lots, but not including enclosed garages.

8.2. Parking: Parking on public streets is permitted in conjunction with the City of Alameda Vehicle Code.

8.3. Parking Enforcement: All residents and parking shall comply with the City of Alameda Parking Regulation Ordinance #2618 and #2537. Do not park in front of the mailbox during mail delivery hours, as the Post Office will not deliver mail if a vehicle is parked in front of a mailbox.

8.4. Parking of Resident Vehicle: All Residents of the Columbia Association shall park their vehicles wholly within their garages or within driveways. All Residents must have space sufficient within their garage to park two (2) vehicles. Additional Resident vehicles may be parked in a Resident's driveway, if that Resident's driveway is sufficient to hold the entire vehicle.

- (a) Prohibited Vehicles: No boat, trailer, camper, motorcycle, golf cart, commercial vehicle, mobile home or other recreational vehicle or dilapidated vehicle shall be parked outside of the Owner's garage on private property or on Columbia Association streets.
- (b) Repair of Vehicles: No part of the Columbia Association or Columbia Associations' Common Areas shall be used for the repair, construction or reconstruction of any vehicle, boat, or other item or thing, except for a reasonable period of time in a bona fide emergency.

(c) Fire Zones: No vehicle shall be parked in a marked Fire Lane or within fifteen (15) feet of a fire hydrant, fire plug, or within a fire zone or marked red zone. Vehicles of Owners, Residents and Guests are subject to towing without notice at the vehicle owner's expense per California Vehicle Code Section 22658. To recover towed vehicles, the owner of the vehicle may call the City of Alameda Police department to learn where the vehicle has been towed for storage.

(d) Responsibility: Owners shall be responsible for the consequences of any violations of the Parking Rules and Regulations by their guests and their tenant Residents, and their guests.

(e) Towing: The Columbia Association may tow any vehicles within the Columbia Association under any of the following options:

Option 1. Parking Ticket-96 Hour Notice. Under this option, the Association can post a written parking violation notice on the vehicle which describes the parking violation. Ninety-six (96) hours after the notice of violation is posted on the vehicle, the vehicle can be towed.

Option 2. Inoperable Vehicle-24 Hour Notice. Under this option, an inoperable vehicle can be towed. Inoperable vehicles are any vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highway. At least 24 hours before towing the inoperable vehicle, the Association must notify the local traffic law enforcement agency of the inoperable vehicle and of the intent to tow the inoperable vehicle.

Option 3. Safety Exception. The Columbia Association can tow any car, without prior written notice to the owner of the vehicle, if the car is unlawfully parked within 15 feet of a tire hydrant or in a fire lane, or which interferes with entrance to, or exit from the Columbia Association. The tow company must have a prior written agreement with the Association to do so.

Notification to Local Traffic Enforcement: Under all of these options, the Columbia Association must notify the local traffic enforcement within one hour after authorizing the tow.

(f) Vehicle Code: All Owners and their tenants and guests must abide by all provisions of the California Vehicle Code and City of Alameda Municipal Code.

8.5. Vehicle Storage: Long term vehicle storage of motorized boats, trailers, campers, commercial vehicles and large trucks is not allowed outside of the Owner's garage, on driveways or on Columbia Association streets for more than 72 hours.

SECTION 9  
MISCELLANEOUS

9.1. Speed Limit: The speed limit in a residential area is 25 miles per hour. However, a slower speed is recommended when driving in Columbia Association because of the high degree of pedestrian and bicycle traffic of both adults and children.

9.2. Tenants: Owners are accountable and responsible for the consequences of their tenant's activities. Owners shall provide copies of the Columbia Association's CC&Rs, Rules and Regulations, and Columbia and Community Architectural Guidelines to tenants. Lease and rental agreements shall include a requirement that tenants must comply with all Association regulatory documents. To have for use in an emergency, please notify the Community Association office with tenant information at 510.865.3363.

SECTION 10  
CC&Rs PROCEDURES FOR ENFORCEMENT OF THE ARCHITECTURAL RULES AND  
STANDARDS AND THE RULES AND REGULATIONS

10.1. Scope of Enforcement: Violations of the Association's Governing Documents, the Rules or the Architectural Guidelines will subject the violator and/or Owner to the CC&Rs Violation enforcement procedures contained in Article XIII of the CC&Rs, and monetary penalties.

10.2. First Step: When the Association Manager or Board of Directors receives information concerning a possible CC&R or rule violation, a courtesy notice will be issued with 2 weeks to respond.

10.3. Second Step: If no response is received, a First Notice will be sent to the owner, requesting correction of the violation, noting the date the violation was noted and giving a deadline for compliance. The notice will be sent First-Class Mail to the last known address of the Owner. 10.4. Third Step: Failure to comply will result in a Final Notice that the owner is requested to appear before the Board of Directors for an enforcement hearing. The notice will be sent via First-Class Mail to the Owner's last known address with a Certificate of Mailing for evidence of mailing of the Notice.

- (1) the Owner or tenant has violated the CC&Rs or rules;
- (2) the deadline for correcting the violation; and
- (3) the penalty, including monetary penalties, for failure to comply.

The Owner or Owner's agent shall be notified in writing of the Board's decision within three (3) working days following the date of the hearing.

10.5. Rescheduled Hearing: If the Owner or Owner's agent can show acceptable good cause as to why he/she cannot attend the hearing, he/she must notify the Board at least forty-eight (48) hours prior to the originally scheduled hearing. If the Board accepts cause, it will reschedule the hearing and deliver notice of the new date ten (10) days prior to the rescheduled hearing.

10.6. Hearing Default: If an Owner or Owner's agent called for any hearing fails to appear or to request a postponement of a hearing as prescribed in "Rescheduled Hearing" above, the Board shall proceed with the hearing *in absentia*.

10.7. Repeat Violations: Repeated violations of the same rule, such as failure to properly maintain landscaping, in any twelve (12) month period will result in an automatic issuance of a Fine & Hearing Notice, requiring the Owner(s) to attend a hearing before the Board to show cause why they should not be fined in accordance with the Association's governing documents and published Enforcement Policy.

## SECTION 11 COMMUNITY BOARD APPEAL PROCESS

11.1. Right of Appeal If a Columbia Board or Architectural Committee (PAC) or affected Owner is dissatisfied with a decision of a Community Standing Committee (e.g. an architectural applicant to the Community Architectural Committee), the affected party may appeal the decision to the Community Board of Directors by submitting a written request for a hearing with the Board within ten (10) days of receiving written notice of the Committee's decision. The Community Board President and the appropriate Village Representative shall determine within seven (7) days whether the appeal shall be heard by the Community Board or the Columbia Board, or whether the decision should be referred to the Standing Committee for reconsideration of its decision.

11.2. Appeal to the Community Board: If an architectural applicant, Columbia Board or PAC, or affected Owner is dissatisfied with the subsequent ruling of a Columbia Board or a Community Standing Committee, the dissatisfied Party may appeal the action to the Community Board of Directors by submitting a written request for a hearing with the Board within ten (10) days of the date of the contested action.

11.3. Final Decision of the Community Board: If the Community Board grants a request for an appeal hearing, the Board may uphold, reverse, or modify the decision of the Columbia Association Board or Community Standing Committee.

## SECTION 12 SATELLITE DISH/ANTENNA RULES

12.1. Large Antenna or Satellite Dishes: No antenna or satellite dish more than one meter (39.37 inches) in diameter may be installed within the Columbia Association without prior written consent of the Architectural Committee. All non-DBS satellite dishes or antenna are prohibited except as approved in writing by the Association.

12.2. Small Antenna or Satellite Dishes: All antennas or satellite dishes of one meter or less in diameter may only be installed on an Owner's Lot and may not be installed on any common area of the Association.

12.3. Location of installation: No antenna or satellite dish may be installed upon the roof, chimney, wall, or any other part of the structure of a single family home (or mobile home) without the prior written consent of the Association. No antenna or satellite dish may be installed in the front of any residence but must be installed in the rear yard. However, if an installation in the rear yard would preclude the reception of an acceptable quality signal, then an Owner may install the antenna or satellite dish on the roof eaves located on the backside of the Owner's Lot. All antennas or satellite dishes which are attached to or otherwise affixed to any roof eave must be painted so as to blend in. No cables or

Wires are allowed to be exposed. All wires must be installed in the walls or buried underground.

12.4. Screen from View: All satellite dishes or antennas must be reasonably screened from public view and installed so as to not unreasonably interfere with the view from any other Lot.

12.5. Owner Responsibility for Damage: Any damage caused by the installation or maintenance of an antenna or satellite dish will be the responsibility of the Owner of the Lot where the satellite dish or antenna is installed.

12.6. Safety: The antenna or satellite dish must be installed and maintained so as to not create a safety hazard and must be installed pursuant to the manufacturer's specifications and in accordance with all building, fire, safety codes and all other applicable codes. The antenna or satellite dish and all wires and accessories thereto must be maintained in a first-class condition so as not to distract from the visual appeal of the community.

12.7. Notification of Installation: Not less than fourteen (14) days prior to the installation of the antenna or satellite dish, the Owner of the Lot must notify the Association, in writing, of such installation to assure adherence to these Rules.

12.8. Intent: These Rules are specifically intended not to: (1) unreasonably delay the installation, maintenance, or use; (2) unreasonably increase the cost of the installation, maintenance, or use; or (3) preclude reception of an acceptable quality signal. Prior written consent of the Association must be obtained if it is necessary to deviate from these Rules.

These Rules and Regulations were duly adopted by the Board of Directors on August 10, 2011.