



RULES AND REGULATIONS

FOR

REDHAWK COMMUNITY ASSOCIATION

Adopted by the Board of Directors
Originally Dated: December 5, 1991
Revised Effective: November 1, 2001

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RULES AND REGULATIONS

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**REDHAWK COMMUNITY ASSOCIATION
A PLANNED COMMUNITY**

MEMBERSHIP INFORMATION

Redhawk Community Association offers many advantages to the buyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on owners within the Association.

Redhawk Community Association is a California non-profit corporation consisting of those owners of homes within the ultimate boundaries of Redhawk.

The purpose of Redhawk Community Association is to ensure that the common area will be maintained in an attractive manner and will be available for the enjoyment of all residents. Your automatic membership in the Association provides a membership base to share in the future costs of maintaining the community. Please note that the County of Riverside (CSA 143) maintains most of the slope areas within Redhawk, not the Association.

The attached rules, regulations and policies have been developed with consideration given to providing each resident with the greatest enjoyment of the facilities without infringing on other residents and their rights to quiet enjoyment of their homes and community. These revised Rules and Regulations shall have an effective date of November 1, 2001, supersede all prior versions and have retroactive application.

Although these rules and regulations support the Covenants, Conditions and Restrictions (CC&Rs), they do not cover the entirety of the document. Please be sure to read the CC&Rs carefully.

The Community Board is composed of five (5) Owners/Residents elected by the Community. Board members are elected for staggered term of two years. They are people who volunteer their time, their skills and their energy toward maintaining and enhancing the value of your investment and to make Redhawk a pleasant environment in which to live.

COMMUNITY BOARD

The Board is empowered under Article V, Section 5.3.7, of the CC&R's to establish, without the consent of the members of the Association, any rules or regulations that it deems reasonable with regard to the use, occupancy and maintenance of the individual Lots, Community Common Area and recreational facilities; by owners, their tenants or guests and the conduct of such persons with respect to vehicular traffic, parking, control of pets, number of guests and other activities which, if not regulated, might otherwise detract from the appearance of the community, be offensive, cause inconvenience or danger to persons residing in Redhawk.

OWNERS, TENANT AND GUEST VIOLATIONS:

Owners, tenants, and guests are bound by the CC&R's, Architectural Guidelines and the Rules and Regulations of this Association. Owners are held responsible and liable at all times for the actions and conduct of their families, guests, and tenants while within Redhawk.

All owner, tenant and guest violations of the Redhawk CC&R's and Rules and Regulations, will be cited against the Owner of the lot from which the violation originates. The Owner will be held liable for payment of any penalty assessment levied for the tenant or guest's violations, as well as costs or fees incurred by the Association for the repair or replacement of any damage caused to Community Common Area. Owners are not precluded from collecting reimbursement from their tenant. It is the responsibility of every owner to advise their guests or tenants of the Association Rules and Regulations.

USE RESTRICTIONS OF COMMON PROPERTY:

Each owner has a vested interest in the Community Common Areas and should therefore treat these areas with the same pride of ownership and care as that given to his/her lot. The rules must be observed to protect your investment.

COMMON AREA RULES

Owner Liability:

1. Owners are responsible at all times for their own conduct and actions, owner's families and guests, their tenants', tenants families and guests and other occupants of the owners' lot.
2. Owners will be held liable for all enforcement assessments resulting from violations of the Redhawk Rules or Regulations by said owner, owner's families and guests, their tenants, tenants' families and guests and any other occupant of the owners' lot.
3. The owner will also be held liable for all costs incurred by the Redhawk Community Association for the repair and replacement of damaged common property due to negligent or willful damage or the removal of said common property by any of the above said occupants of the owners lot.
4. In addition to the recovery of repair and replacement costs, enforcement penalty assessments may be levied against the owner which may include attorneys' fees, litigation costs, interest and other charges related thereto.
5. Owners are prohibited from destroying, removing or altering the landscaping in the common area, in any manner, regardless of the condition of the plantings.
6. Littering of the common area is not permitted, including but not limited to the disposal of dirt, trimmings, or other materials. The cost of cleanup or removal shall be that of the owner who's lot the material came from, and/or who disposed of the material.
7. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot, Common Area or on any public street abutting or visible from the Properties, except in sanitary containers located in appropriate areas screened from view. Such containers shall be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours).
8. No clothing or household fabrics shall be hung, dried or aired on or over any Lot in such a way as to be visible from street level or the common area.
9. Street hockey equipment, basketball equipment and any other portable recreation/athletic equipment must be stored away from the street or front of the Lot when not in use. Acceptable means of storage are in the garage or behind the Lot's fence.

TENANT RULES AND REGULATIONS

Please refer to page 48, Section 9.2.3 of the CC&R's

PARKING RULES

1. With the exception of maintenance vehicles or equipment, all motor vehicles shall be operated only upon paved roads within Redhawk Community Association. No off-road riding shall be permitted.
2. No trailer, camper, boat, recreational vehicle, vehicles used or operated for commercial purposes, or similar equipment shall be permitted to remain upon any portion of the Redhawk Community Association, including private driveways. Temporary parking for loading, unloading, or cleaning shall not exceed 72 hours, and also shall not exceed three (3) times per month. For example, if you park a commercial or recreational vehicle within Redhawk more than three times per month, or it is within Redhawk for more than 72 hours, you are in violation of this rule. Please refer to CC&R's, Article 9, Section 9.2.7 for additional information.
3. Vehicles owned, operated, or within the control of any resident shall be parked in the garage of such residence and the garage shall be maintained so as to be capable of accommodating vehicle parking. Residences with a three vehicle garage must park at least two vehicles in the garage and those with two vehicle garages must park at least one vehicle in the garage. Residents with more vehicles may then park in their driveway. No more than three (3) vehicles may be parked in any driveway at any one time.

PET RULES

Please refer to CC&R's Article 9, Section 9.2.8 for more information on this subject.

SIGN RULES

Please refer to CC&R's Article 9 Section 9.2.4 for more information on this subject.

1. Signs other than Association approved signs will be removed from the Lot, Community Common Area or Neighborhood Common Area. No unapproved signs are allowed on individual Lots or within Redhawk Community Association, including garage sale signs. A \$75.00 charge may be imposed for the Association's removal of any signs pursuant to Section 9.2.4 (a) – (e) of the CC&R's.
2. Open house and directional signs should be placed at intersections and removed nightly. "For Sale" signs or "For Lease" signs shall be no larger than 24" x 18", rectangular in shape and be of commercial quality.

NOTE: All signs must conform to the requirements of all applicable governmental ordinances.

NUISANCE POLICY

This policy is designed to cover those issues that are not directly addressed in the Association's legal documents. This is concerning alleged violations for disturbances, including stereos, continuous loud noises, dogs barking, etc.

Article IX, "Use Restrictions of the CC&R's", Section 9.2.5, Nuisance, Hazards and Waste, states that, "No noxious or unreasonably offensive trades or activities shall be carried on upon any Lot, Community Common Area or Neighborhood Common Area or any part of the Redhawk Community and nothing shall be done thereon which may be, or may become an annoyance, nuisance, disturbance or unreasonable embarrassment to the Redhawk Community, or which shall, in any way, interfere with the quiet enjoyment of each of the Owners of his respective Dwelling, or which shall, in any way, increase the rate of insurance, or which constitutes a violation of any law, ordinance or regulation, now or hereafter in effect, imposed by any governmental entity having jurisdiction over the Property."

1. The complaining Owner must send a letter to the offending Owner with a return receipt required, setting forth the complaint and asking for correction prior to bringing this to the attention of the Association.
2. If the problem persists, the Complaining Owner shall then contact local county agencies to help with the matter. If it is a barking dog issue, you may contact the County animal control agency at 888-636-7387 (option 1); if the noise is from stereo speakers, parties, etc., you may call the County Sheriff's Department at 800-950-2444 (option 5).
3. If the offending Owner has not been cooperative in resolving the situation and the local agencies have not been effective in this situation, then the following steps may occur:
 - ◆ The complaining Owner shall submit written correspondence (Exhibit "A") to the Board of Directors, indicating the problem, the dates and specific hours that the reported nuisance occurs. At this point, the Board may exercise its discretion and decide, based upon the information presently available, to take no further action because of inability to substantiate the claim or because the Board presently believes that Redhawk Community Association involvement is unwarranted.
 - ◆ If a claim can be substantiated, the Board may direct Management to send a letter to the offending Owner to request resolution within a time period set by the Board.
 - ◆ If compliance is not met within the time period set by the Board, the Board may request the offending Owner to attend a hearing with the Board of Directors. Pursuant to Article V, Section 5.2.18 of the CC&R's.
 - ◆ Once a hearing has been held with the offending Owner, and a letter is received by the complaining Owner after the date given by the Board at the hearing for resolution verifying the problem still exists, a date will be set with the offending and complaining Owner for a mediation meeting with the Board.
 - ◆ Once a mediation meeting has been held with the complaining and offending Owner(s) and a resolution still cannot be reached, then the complaining Owner is requested to engage in Alternative Dispute Resolution pursuant to California Civil Code section 1354. The cost to mediate this would be split between the Owners.

The Association will not become involved until all of the above efforts have been made to mediate and/or arbitrate the dispute and all claims have been submitted to the local authorities that would have jurisdiction over the particular nuisance.

The Association has the discretion to determine whether or not to file a suit in regard to Owner disputes and will exercise this discretion on a case by case basis consistent with the governing documents and applicable California law.

ENFORCEMENT PROCEDURE

I. Discovery of Violation

- A. Any violation that is an alleged violation of the governing documents for the Association will be processed according to the procedures outlined herein. Any owner of Redhawk may report a non-nuisance violation or infraction, in writing to the Management Company. Anonymous reports will not be considered.

- B. In the event one or more owners of the Association files a Violation Report that is confirmed, or an inspection by the Association or its authorized agent reveals a potential violation, the Board may act as follows:
 - 1. Management will first send a “Friendly Reminder” letter to the owner. If the violation is not corrected, Management will then send a second “Notice of Violation” letter to the owner stating the alleged violation and date by which such violation must be cured.

 - 2. Upon expiration of the cure date, if the violation still exists, a third letter will be sent stating the failure to abide by the Association Rules and Regulations, CC&R’s or Architectural Guidelines and the owner will be asked to attend a hearing with the Board of Directors or its appointed Hearing Committee. This letter will inform the Owners of the penalties which may be imposed at the hearing.

 - 3. Within five (5) days following the hearing, the owner will be notified as to the decision rendered by the Board of Directors or Hearing Committee as a result of the hearing. If the owner is found to be in violation of the Association documents, the Board will either a) seek remedy by use of the legal system; b) apply monetary fines to the owners; c) suspend voting privileges, or rights to use the Community Common Area Facilities; d) correct (or caused to be corrected) the violation and assess the Owner for costs; e) issue an extension for violation to be cured; or f) any combination of the above.

 - 4. If the decision is to pursue a monetary fine system, the Redhawk Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the CC&R’s, Bylaws, Rules and Regulations and/or Architectural Guidelines of the Association.

**EXHIBIT A
REDHAWK COMMUNITY ASSOCIATION
VIOLATION REPORT**

There must be **two (2)** signatures representing two **separate** dwellings of homeowners in the Association to pursue violations that cannot be viewed from the street (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to enable the Board to expedite the enforcement process in a timely manner. All alleged violations will be evaluated to ensure that they are considered an infraction as defined by the Association legal documents.

REPORT FILED BY:

Name: _____	Name: _____
Signature: _____	Signature: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Name: _____	Name: _____
Signature: _____	Signature: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____

VIOLATION INFORMATION:

Name: _____ Address: _____ Phone: _____
(Alleged Violator's Information, if known)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of form)

Date(s) and time(s) alleged violation occurs? _____

How often does the alleged violation occur? _____

REDHAWK COMMUNITY ASSOCIATION

FINE SCHEDULE

Penalties (fines) for violations of the Association's governing documents may also be assessed, after Notice and a Hearing, in accordance with the Rules and Regulations as they may be from time to time amended.

The fine schedule apart from architectural issues is as follows:

First Offense	\$ 25.00
Second Offense	up to \$100.00
Third Offense and each additional occurrence	-- \$100.00 more than the previous monetary penalty imposed.

Architectural Violation Fine Schedule is as follows:

For commencing construction of any improvement before the required architectural approval is obtained – up to \$500.00

For all other violations of architectural requirements:

First Offense	\$25.00 to \$150.00
Second Offense	\$50.00 to \$250.00
Third Offense and each additional occurrence	-- \$100.00 to \$150.00 more than the previous monetary penalty imposed.

Offenses for separate infractions will each start at the First Offense stage. However, recurring fines are permissible on a monthly basis until compliance is achieved at the above rates.

In addition, the Board may suspend member privileges as provided for in the Association's Governing Documents.

DISCLAIMER

THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS INTERPRETATION ARE CONSTANTLY CHANGING.

PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR INVOLVEMENT IN A COMMUNITY ASSOCIATION.