

The Ridge Community Association



RULES AND REGULATIONS

CURRENT SEPTEMBER 2009

THE RIDGE COMMUNITY ASSOCIATION
RULES AND REGULATIONS

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**Ridge Community Association
RULES AND REGULATIONS**

The following are rules and regulations and selected provisions of the Declaration that have been prepared in simplified language (“user friendly” CC&Rs). These rules and regulations are not meant to stifle creativity nor individuals’ rights, but, rather, should be viewed as a tool for protecting the property values of all homeowners, preserving each individual’s right to peace and the quiet enjoyment of their environment, and promoting a happy and safe neighborhood for the majority. This publication presents an abbreviated version of some of the most common restrictions and is not meant to encompass all of them. Please refer to the Declaration for the complete sections in their entirety.

These rules and regulations may be changed from time to time by the Board of Directors. The use restrictions that pertain to the Corporation and are covered in the Declaration may be amended through a vote of the membership.

It is the responsibility of all owners to inform their tenants and guests of the governing documents of the Corporation, including these Rules and Regulations. Homeowners are responsible for the actions of their tenants or guests.

ANTENNAE/SATELLITE DISHES

If a homeowner wishes to install a reception device, it is requested that the homeowner complete a Structure and Landscape Improvement Form. Owners are encouraged to install a reception device in the least obtrusive location, which does not interfere with the reception, preferably so that the device is not visible from the street.

GARAGE SALES

Garage sales, estate sales, and/or the selling of anything outside of one’s home is not allowed. Periodically, the Board of Directors may authorize a Community Garage Sale.

LEASE/RENTAL AGREEMENT

A lease or rental agreement shall be in writing, for a period not less than 30 days, and shall state that the tenant(s) are subject to the association’s Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements.

MAINTENANCE

Property ownership includes the responsibility of the maintenance of all structures and grounds, which are a part of your property. This includes, but is not limited to, items such as landscape maintenance, removal of trash, and structural maintenance. Maintenance affects the visual character and economic values of the property and neighborhood and, in some cases, safety. These issues can often be dealt with best at the neighborhood level.

NOISE

Everyone is encouraged to respect the rights of homeowners to live in peaceful and quiet environment. Radios, televisions, musical instruments, power tools, party activities, and other noise sources (including barking dogs and car horns) must be restricted at all times to a level that does not disturb other residents. For reasons of community respect, please lower noise volume and keep it to a minimum during the hours of 9:00 p.m. to 8:00 a.m., when most residents will be sleeping.

OFFENSIVE CONDITIONS

In order to keep a neat and tidy appearance, all equipment, trash containers, or storage piles need to be screened or concealed from public view. Trash containers may not be exposed to view more than twelve hours (12) before and after scheduled trash collection hours. In addition, exterior clotheslines, wiring, and water softeners are not allowed.

PARKING AND VEHICLE REGULATIONS

Residents must make sure that the garage is able to accommodate the number of operating vehicles for which it is designed. However, if the owner or resident has more vehicles than can be parked in the garage, one additional vehicle may be parked on the driveway, but cannot extend past the property onto or over the driveway, street or sidewalk. Residents have sixty (60) days from the day the move in to have the appropriate number of operating vehicles parked in the garage. Garage doors are to be kept closed for security and aesthetic purposes. Doors may be left open up to two feet for ventilation. It should also be noted that garages are for vehicular parking and ingress and egress to the residential lots. Garages shall, therefore, not be used for long-term storage where such forces the parking of vehicles outside of the garage.

Trailers, recreational vehicles, campers, boats, mobile homes, motor homes, commercial vehicles or trucks having a manufacturer's rating or payload capacity of one (1) ton or more, stored, unregistered, or inoperable automobiles, and boats or work equipment ("prohibited" vehicles and apparatus) are not permitted in any area within the project on a regular or continuing basis unless placed or maintained within an enclosed garage. Parking a prohibited vehicle in the garage is not allowed if an authorized vehicle must then be parked in the driveway or street. Temporary parking outside of the garage of these types of vehicles, boat, or trailer is permitted, but is not allowed to exceed 24 hours in any five day period, and not allowed to block sidewalks, streets, or neighbor's access to their driveways or homes. Commercial vehicles are not allowed to be parked within the community. Commercial vehicles refers to any vehicle with any type of printing or sign on the vehicle.

Residents may not repair, maintain, or restore any vehicle except within an enclosed garage when the garage door is closed, provided such activity is not a business, and does not create noise, which disturbs other residents.

PETS

Please show respect for other homeowners by not permitting your pet to disturb the peace (for example, barking) or, otherwise, be a public nuisance. Prevent your pet from soiling the common area, and, if any mess is left by your pet, either in the common area or anywhere within the boundaries of the complex, you are expected to promptly clean it up.

SIGNS

Acceptable signage is restricted to real estate or security signs. A maximum of one sign shall be permitted in the front yard. Additional signs may be approved upon written request to the association. Signs shall be freestanding and not attached to the house or the garage. No signs are allowed which can be seen outside any unit or home with the exception of a security sign (12"x12" maximum) or single "FOR SALE" sign or "FOR RENT" sign of customary and reasonable dimensions – not exceed 18"x 30" on a post not exceed 2"x 3" in diameter, and not higher than three feet from the ground – and of a professional quality on weather resistant material. "SOLD" signs may not be displayed for more than 30 days after the sale of a lot or unit.

USE OF YOUR HOME AND LOT

Use of your lot and home is for private, single-family living and no part of it shall be used for commercial purposes when there is external evidence of commercial activity.

GENERAL REGULATIONS, COMMON AREA

Tot Lot/Park

These rules and regulations have been developed to promote a safe environment for all residents. Your cooperation is requested and appreciated. Failure to observe these regulations can result in fines or loss of privileges.

1. All persons using these facilities do so at their own risk. The Corporation does not provide supervision for any activities within the common area.
2. Use of the recreational common area is restricted to members, residents, and their guests. All homeowners are responsible for any damage caused to the common area by their guests and tenants, or by the tenant's guests. Homeowners/residents are responsible for the actions of their guests.
 - A. All guests must be accompanied by a homeowner/resident.
 - B. All individuals under 18 years of age must be supervised by an adult.
 - C. An individual over the age of 18 may not supervise more than four (4) children at one time. The supervising individual shall be responsible for all actions of the children in their care.
3. No pets or animals are allowed in the tot lot area. Pets are allowed in the park, however, owners are responsible for picking up after their pets and keeping them on a leash.
4. No glass is allowed in the tot lot or park area.
5. Radios must be used with earphones to avoid disturbing others.
6. Alcoholic beverages are not permitted in the common area (tot lot or park) except by permission of the Board.
7. Homeowners/residents are restricted to four guests per household using the common facilities at any one time.
8. There is no smoking allowed in the common area.

Any changes or exceptions must be approved by the Board of Directors of the Ridge Community Association

RIDGE COMMUNITY ASSOCIATION
GOVERNING DOCUMENT ENFORCEMENT POLICY

The Ridge Community Association has the right to enforce the Association's Governing Documents pursuant to the recorded Covenants, Conditions and Restrictions (CC&Rs) and ensuing Rules and Regulations. This right includes requesting an owner to cease an offending action, suspending the owner's membership rights, specially assessing the owner, fining the owner, and taking legal action against the owner. Once the Board of Directors is aware of an owner violation, the Board will investigate the allegation and may take appropriate action against the owner. However, nothing in this section obligates or requires the Board of Directors or its authorized committee to take any action against an owner. Individual owners also have the right to enforce the Governing Documents on their own. Owners are responsible for all violations by their family members, tenants, guests, and invitees.

- A. Due Process Prior to the imposition of any fine or individual reimbursement assessment, the owner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors or appropriate committee. Due process will be conducted in a manner consistent with Civil Code §1363 such that 10 days notice will be given of any hearing and within 15 days after the hearing the owner will be notified in writing of the outcome.
- B. Enforcement Generally, absent special circumstances, the Association will adhere to the following discipline and fine protocol for violations of the Governing Documents:
- i. Warning Notice: A warning letter and request to correct the violation within a reasonable time, as determined by the Board or its committee will be sent to the owner.
 - ii. Fine/Hearing Notice: The Fine/Hearing Notice will be sent setting forth the violation and requesting immediate remedial action. Also, the Fine/Hearing Notice will establish a fine amount and set a hearing regarding the fine at least ten (10) days out. In addition to the fine, the Board or its committee may also assess attorney's fees and costs, if any, associated with the enforcement action. Violations which are remedied in advance of the hearing date may result in the fine(s) being reduced or altogether withdrawn.
 - iii. Note: For subsequent violations of the same type as prior violations, no Warning Notice will be sent to the Owner in violation. Instead, the Association will immediately send a Fine/Hearing Notice establishing a fine amount and setting a hearing regarding the violation and fine amount at least ten (10) days from the date appearing on the Fine/Hearing Notice. For subsequent violations of the same type, the Board may assess fines pursuant to the schedules established for second and third violations.

The following fine schedule shall apply to all violations:

1st Violation: \$50.00 - \$300.00 for initial violation.

2nd Violation: \$50.00 - \$500.00 for 2nd separate violation.

3rd Violation: \$300.00 - \$1,000.00 for 3rd separate violation.

NOTE: The Association reserves the right to make any of the above fines a continuing fine to be levied at intervals determined by the Board until the violation is removed. For example, there may be an initial fine of \$200.00 and a continuing fine of an additional \$200.00 each 30 days until the violation is removed. Additional hearings are not required for the levying of ongoing fines.

The Ridge Community Association

RULES VIOLATION REPORT

Date: _____

I. Person Making Report:

Name

Property Address

Phone Number

II. Description of Rules Violation (fill in as completely as possible):

Date: _____ Time: _____ Location: _____

Description (please type or print):

III. Description of Violator (fill in as completely as possible):

Name: _____ Phone #: _____

Property Address: _____ Vehicle License #: _____

IV. Additional Witnesses:

Name: _____ Name: _____

Property Address: _____ Property Address: _____

V. Signature of Person Making Report:

Signature Date

When Completed Return to:

**Avalon Management Group
31608 Railroad Canyon Road
Canyon Lake CA 92587
Phone: (951) 244-0048 Fax: (951) 244/0520**