The Redwoods

Home Owners Association



Mission Statement

The Redwoods Homeowners Association Board of Directors are elected volunteers that strive to promote the common good and general welfare of our Homeowners and community. We strive to maintain the beauty, safety and value of our property by continuously making improvements and informed decisions that represent the interests of our entire community, while focusing on sustaining a safe and friendly family environment.

www.theredwoodshoa.org

FREQUENTLY USED PHONE NUMBERS

THE REDWOODS ONSITE OFFICE Nancy Valle – On-Site Manager Office Hours – Monday, Wednesday, Friday 2:00 p.m. to 7:00 p.m.	714-541-8636
TEAM PROPERTY MANAGEMENT Kathy Poremba – Property Manager 1588 N. Batavia, Suite 2 Orange, CA 92867 Fax – 714-639-8585 kathy@thehoateam.com	714-639-8484
24/7 AFTER HOURS EMERGENCY (Maintenance issues ONLY) Wait for message to begin, then presonance and phone number with the operator and what the emergence	ss "0." Leave your
PATROL-ONE (Parking Services)	714-541-0999
PATROL SERVICES (Pacific Coast Security)	. 714-337-7814
TOWING COMPANY (Pepe's Tow)	
 IF <u>YOUR</u> VEHICLE IS TOWED, YOU MUST CALL THE TO DIRECTLY. <u>PLEASE DO NOT CALL THE MANAGEMENT</u> 	
•	COMPANY. 911
POLICE EMERGENCY POLICE NON-EMERGENCY	911 714-245-8665 911
POLICE EMERGENCY POLICE NON-EMERGENCY FIRE/PARAMEDICS	911 714-245-8665 911 714-245-8769
POLICE EMERGENCY POLICE NON-EMERGENCY FIRE/PARAMEDICS GRAFFITI TASK FORCE	911 714-245-8665 911 714-245-8769 714-245-8792
DIRECTLY. PLEASE DO NOT CALL THE MANAGEMENT POLICE EMERGENCY POLICE NON-EMERGENCY FIRE/PARAMEDICS GRAFFITI TASK FORCE ANIMAL CONTROL	911 714-245-8665 911 714-245-8769 714-245-8792 714-971-2421
POLICE EMERGENCY POLICE NON-EMERGENCY FIRE/PARAMEDICS GRAFFITI TASK FORCE ANIMAL CONTROL VECTOR CONTROL (Rats, Snakes, Possum, Rodents, etc.)	911 714-245-8665 911 714-245-8769 714-245-8792 714-971-2421 800-427-2200 800-611-1911 800-655-4555
POLICE EMERGENCY POLICE NON-EMERGENCY FIRE/PARAMEDICS GRAFFITI TASK FORCE ANIMAL CONTROL VECTOR CONTROL (Rats, Snakes, Possum, Rodents, etc.) GAS COMPANY	911 714-245-8665 911 714-245-8769 714-245-8792 714-971-2421 800-427-2200 800-611-1911 800-655-4555 714-647-5454

THE REDWOODS HOMEOWNERS ASSOCIATION RULES AND REGULATIONS JULY 2019

This handbook is published to assist all homeowners and residents, as members of The Redwoods Homeowners Association, to better understand the Rules and Regulations governing this community.

The Rules and Regulations are designed to maintain the safety and comfort of each resident, to protect the value of your investment, and to ensure a neatly manicured community for the enjoyment of all our residents.

Please bear in mind that this handbook is not intended to replace the Declaration of Covenants, Conditions and Restrictions (CC&R's), relating to property ownership in the Association. It does however, provide a condensed version of some of the most important provisions of the CC&R's, together with the Association Rules and Regulations, which the Board of Directors is empowered to, and has established for the benefit of the Members of the Association and the community as a whole.

It is mandatory that each homeowner read and understand the Association Rules and Regulations and abide by them at all times. Landlords MUST see that a copy of these Rules and Regulations is provided to your tenant(s). Additional copies may be obtained from the On-Site Manager or Team Property Management.

Board of Directors
The Redwoods HOA

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DEFINITIONS

It is important that you understand some common terminology used within the Redwoods. Here are several terms you should become familiar with:

Common Area:

Common areas are those outside your property including recreation areas, walkways, lawns, club house, gym, roof, landscaping, carports or any other components that serve the ENTIRE community.

"Exclusive Use Common Area" or "Restricted Common Area:

Exclusive use areas such as balconies, patios, backyards, carports and front doors are also included in the common area. Although you are the only person that uses that area, the association is still responsible for it.

Owner Area:

Owner areas are all structural <u>interior surfaces</u> of walls, ceilings, floors, windows of each home. (From the paint, inward)

Renting/Leasing:

A contract granting use or occupation of property during a specified period in exchange for a specified rent.

Balcony:

A platform that projects from the wall of a building and is enclosed by a railing. (Upstairs units)

Patio:

A flat area of ground that is covered with concrete. (Downstairs unit)

Backyard:

An area that does not have a balcony or patio.

Carport:

A covered parking space

Open Parking:

An uncovered parking space

The Redwoods website:

www.theredwoodshoa.org

UNIT SALE

In the event of the sale of a unit, the new owner shall be given a current copy of the CC&R's, By-Laws, most current Rules and Regulations and Common Area key. THE PREVIOUS OWNER OR AGENT OF THE UNIT IS RESPONSIBLE FOR GETTING THESE ITEMS TO THE NEW OWNER OR TENANT. (In the event you do not receive these items, you will be charged an admin fee for them)

New owners must complete and submit an "Emergency Information Form" to the On-Site Manager within 72 hours after a new owner or tenant takes possession of the unit. <u>THIS INFORMATION MUST BE KEPT CURRENT</u>. (Form is provided in the back of this handbook or can be obtained from the On-Site Manager) (Per CC&R's Article V, Section 2)

BOARD OF DIRECTORS MEETINGS

The Redwoods Homeowners Association regular Board meetings are held on the 3rd Thursday of each month in the Redwoods clubhouse, provided, however, the Board may change the date in its discretion. Homeowners are welcome <u>AND ENCOURAGED</u> to attend.

The Homeowners "Open Forum" is from 6:30 P.M. to 7:00 P.M. This allows you to participate in active discussion relating to Association concerns, suggestions and questions.

The Board meeting will commence promptly at 7:00 P.M. Homeowners may stay for this portion of the meeting, and the Board, in its discretion, may permit tenants to attend the meeting however, they may not participate in the discussion, unless called upon. This allows the Board of Directors to conduct the business of the Association.

If a homeowner has an issue that he/she wishes the Board to address during the meeting, the homeowner is requested to address the matter to the Board in writing, via Team Property Management. (Address is located in front of this booklet) All requests must be submitted 10 days prior to the meeting and the letter will be placed in the monthly board package and on the agenda.

MASTER INSURANCE POLICY

"Each owner shall provide insurance on his personal property and upon all other property and improvements within his unit..." (Per CC&R's, Article VIII, Section 3)

As a homeowner, you are responsible for insuring the contents of your home and your personal liability. It is imperative that each unit owner have a Unit Owner Policy providing coverage for personal property (your contents), personal liability, improvements, wall and floor coverings, loss assessment and any gaps in coverage.

<u>The Associations insurance deductible is \$10,000.</u> Each unit owner should know and understand that you may be responsible to pay for damage or loss to your property that is within the Associations \$10,000 policy deductible.

The Association Master Policy covers the <u>structure of the building</u> (From the wall OUTWARD) and DOES NOT COVER "personal contents" or "interior repairs" from water leaks. **There is a deductible of \$10,000 which means the first \$10,000 in damages is not covered by insurance, and that the homeowner will be responsible for covering the first \$10,000 in damages should a claim be filed through the Association Master Policy. Please consult with your insurance agent.**

In addition, each homeowner is required to have their tenant(s) (I.E. Renters) have their own insurance policy to cover "personal contents."

MONTHLY ASSOCIATION DUES

*** NOTE:

YOUR ASSOCIATION DUES ARE DUE ON THE 1ST DAY OF EACH MONTH, WHETHER YOU RECEIVE A BILLING STATEMENT OR NOT. IT IS YOUR RESPONSIBILITY TO MAKE SURE YOUR DUES ARE PAID ON TIME.

Prompt payments of assessments by all owners is critical to the financial health of the Association and to the enhancement to the property values of our homes. Your Board of Directors takes very seriously its obligations under the CC&R's and the California Civil Code to enforce the members' obligation to pay their monthly assessment. These practices shall remain in effect until such time as they may be changed, modified or amended.

Each owner of a condominium shall be responsible for the monthly assessment fees to The Redwoods. Any assessment <u>NOT PAID</u> within fifteen (15) days after the date on which it becomes due, shall be assessed a late charge. If non-payment continues, the Board of Directors have several options: (Per CC&R's, Article VI, Section 11)

- 1. Revoke Privileges (Parking and Gym Access)
- 2. Collections
- 3. Enforcement by Suit (Sued in Court)
- 4. Enforcement by Lien
- 5. Foreclosure

The Board of Directors holds the right to "suspend the rights of use and enjoyment of the recreational facilities located on the common area..." for any period during which a payment of any assessment against such member remains delinquent." (Per CC&R's Article III, Section 1(f))

Homeowners are responsible to provide Team Property Management notice of any change of billing information in a timely manner. A late fee of \$10.00 or 10% (whichever is greater) will be levied if payment is not received by the 15th of each month.

RENTING OR LEASING

1. All homeowners are required to inform their tenant(s) that they SHALL be subject to the enforcement of the Association's CC&R's and Rules and Regulations. Failure of the tenant to comply with the Rules and Regulations will result in fines assessed to the owner of the unit. Furthermore, it is not the Board of Directors, nor the management company's responsibility to ensure that the new tenants(s) receive a copy of the Association's Rules and Regulations. The owner of the unit must provide his/her tenant with a CURRENT copy of the Redwoods Rules and Regulations.

- 2. Renting or leasing of any owners' unit for transient or hotel purposes (which is defined to be for a period of <u>less than</u> thirty (30) days) <u>IS PROHIBITED</u>. No owner may lease less than the entire unit. No Airbnb or similar short-term vacation rentals is allowed in the Redwoods. All leases must be in writing and must state that they are subject to the provisions of the Associations CC&R's and other governing documents, and that a lessee's failure to comply with the terms of such documents shall be a default under the lease. (CC&R's Article IV, Section 13)
- 3. The Board requires that each homeowner submit to the On-Site Manager, a completed "Emergency Information Form" in case an emergency should occur. This form is due to the On-Site Manager and must be kept current. (Form is provided in the back of this hand book or can be obtain from the On-Site Manager)
- 4. Homeowners are responsible for all fines assessed to them as a result of any violation of the CC&R's, By-Laws or Rules and Regulations by their tenants and/or guests.
- 5. Homeowners <u>are required</u> to attend all hearings associated with a fine. Property management may represent if the owner cannot attend.

COMMITTEES

Committees are an active group of homeowners and/or tenants who can contribute to the Association without actually being a board member. It is a way in which you can participate in the affairs of the community and be part of the decision making process.

Homeowners and tenants are encouraged to participate in the following committees:

ARCHITECTURAL PARKING
RULES AND REGULATIONS LANDSCAPE
NEIGHBORHOOD WATCH SOCIAL

MAILBOXES

DOGGIE DNA

If you have any problems with your mailbox lock or with mail delivery, contact the Spurgeon Station Post Office at 615 North Bush Street, Santa Ana, 92701 714-973-7721.

REPAIR POLICY

All water leaks must be reported immediately to minimize damage. (Even if the water leak is not causing damage to your property)

HOMEOWNERS ARE REQUIRED TO CARRY INSURANCE TO COVER ALL DAMAGES RESULTING FROM A WATER LEAK. IT IS YOUR RESPONSIBILTY TO BE FAMILIAR WITH YOUR HOMEOWNERS INSURANCE POLICY AND WHAT IT COVERS. DON'T BE UNDERINSURED!

If the cause of the leak is a homeowners responsibility (toilet, dishwasher, broken faucet, exposed pipes under sinks, etc.) the unit owner in which the leak occurred is responsible for all damages to the common area and/or any unit as a result of the water leak. Make sure you have proper coverage!

* Do not shut off the water to your building! It will affect other residents. Call the management first.

There shall be no work started PRIOR to 7:30 am and no work AFTER 7 PM.

The Board has adopted a separate policy regarding the handling of water intrusion damages, which is attached to these Rules and Regulations.

COMMUNITY PATROL SERVICES

The Redwoods Homeowners Association contracts with a "Patrol Service" which does not provide security services for the protection of persons or property. The duties of our patrol service are limited to enforcing the HOA Rules and Regulations, monitoring our parking and receiving reports of violations of the HOA governing documents.

We hope our patrol service provides some deterrence to crime. However, no matter what steps we take, the Association can never be completely safe and secure. For example, it is possible for someone to enter the property under false pretenses to commit a crime, for residents to commit crimes against their own neighbors and for guests of residents to commit crimes. As a result, we can never be completely free of crime and the Association cannot guarantee your safety or security. Accordingly, you should not rely on the Association to protect you from loss or harm. Instead, you should provide your own security by taking common sense precautions such as always being aware of your surroundings (situational awareness), keeping your doors locked, refusing to open the door to strangers, asking workman for their identification, installing a security system, locking your car and carrying insurance against loss of property and keeping your valuables out of site. Get to know your neighbors and watch out for each other.

Report any suspicious activity to the Santa Ana Police Department immediately. Call 911.

HOMEOWNERS RESPONSIBILITY FOR GUESTS

Homeowners are responsible for inappropriate conduct by their guests. The homeowner will be held responsible for any damage a guest may cause and any violations of the Associations governing documents. The Board, in its discretion, may determine to prohibit such nonresident guest from the common and recreational areas within the complex. And the Board may impose limitations and restrictions on future access. In addition, the Board, in its discretion, may levy a fine against the homeowner in an amount up to \$1000 for any offense by their family member, guests, invitees, tenants, leases, or any other person residing in the Owner's unit. (Per CC&R's, Article III, Section 1(f))

INTERIOR OF UNITS

"Each owner shall have the exclusive right to paint, repaint, tile, wax, or refinish and decorate the inner surfaces of the walls, ceiling, floors, windows and doors of their unit." (CC&R's Article IV, Section 3)

No one is authorized to add a bedroom or bathroom or shower to their existing unit. (Example: If you purchased a 2-bedroom, 1-bath condominium, you CANNOT add a bedroom or shower or bath) DO NOT MODIFY THE INSIDE OF YOUR UNIT WITHOUT ARCHITECTURAL COMMITTEE APPROVAL!

Any changes, additions or alterations to the inside of your unit must have Architectural Committee approval. (Example: New windows, new doors) Committee approval is to ensure you are not putting in an extra bathroom or shower or additional room or doing modifications to the plumbing of the building.

EMERGENCY REPAIR POLICY

All efforts will be made to contact the unit owner or designated emergency contact person, should an emergency occur which is causing damage to property or person. If we are unable to contact the unit owner or emergency contact person listed, the Association has the authority (per the CC&R's), to enter your unit. (A Board Member and/or Police Officer will be called to assist.) The Association will do all necessary repairs to eliminate any further damage and the unit owner will be billed for the cost of all repairs.

Additionally, any broken locks or windows necessary to gain emergency entry will be the responsibility of the unit owner.

An Emergency Contact Form MUST be provided to the Association and kept current. (A form is provided in this handbook or can be obtained at the front office or from Team Property Management)

WATER SHUT OFF PROCEDURE AND POLICY

If it is necessary to shut the water off to perform a pluming repair, <u>you are required to notify</u> <u>Team Property Management PRIOR to the repair.</u> Courtesy notices must be posted 24-hours <u>IN ADVANCE</u> on all doors of the units being affected by the water shut off. <u>There is a cost associated to this requirement.</u> The notices must include the date and time period the water will be turned off to include your unit number and contact information For example: Water shut off to Building 1234 – 12 October 2019 from 8AM to 11 AM. Tom Smith (714) 555-1212.

If the repair is an unforeseen emergency and there is no time to post notices, you MUST IMMEDIATELY notify Team Property Management that the water is going to be turned off. (714) 639-8484.

*** NOTE: There will be no plumbing repair work done during the weekend UNLESS it is an absolute emergency. Make sure your contractor knows this.

We live in a condominium community, not a single-family house. Many units will be affected if you turn off the water without giving notice. Your actions will affect your neighbors.

* There will be a \$250 fine if these instructions are not followed.

GAS SHUT OFF PROCEDURE AND POLICY

If it is necessary to shut the gas off to perform a repair, <u>you are required to notify Team</u>

<u>Property Management PRIOR to the repair.</u> Courtesy notices must be posted 24-hours <u>IN</u>

<u>ADVANCE</u> on all doors of the units being affected by the gas shut off. <u>There is a cost associated to this requirement.</u> The notices must include the date and time period the gas will be turned off to include your unit number and contact information For example: Gas shut off to Building 1234 – 12 October 2019 from 8AM to 11 AM. Tom Smith (714) 555-1212.

If the repair is an unforeseen emergency and there is no time to post notices, you MUST IMMEDIATELY notify Team Property Management that the gas is going to be turned off. (714) 639-8484.

*** NOTE: There will be no gas line repair work done during the weekend UNLESS it is an absolute emergency. Make sure your contractor knows this.

We live in a condominium community, not a single-family house. Many units will be affected if you turn off the gas without giving notice. Your actions will affect your neighbors.

* There will be a \$250 fine if these instructions are not followed.

RECREATIONAL FACILITIES

THE RECREATIONAL FACILITIES ARE FOR THE RESIDENTS OF THE REDWOODS ONLY!

Children under the age of eighteen (18) years of age <u>are not</u> allowed in the clubhouse or pool area without a parent or guardian resident of the unit. Those not complying will be instructed to leave.

* Before and after hours use of the pool and/or spa will result in an immediate fine.

<u>FACILITY</u>	DAYS	<u>HOURS</u>
Gym	Sunday - Saturday	6 a.m. – 11 p.m.
Pool/Spa	Sunday - Saturday	10 a.m. – 11 p.m.

- 1. Private parties for groups of 30 people or less are allowed in the clubhouse only. Arrangements to rent the clubhouse are to be made through the Association On-Site Manager. The individual homeowner will be responsible for clean-up and ensuring that all users adhering to the rules and regulations. The homeowner must sign a "Release of Liability" to the Association. Applications must be submitted AT LEAST two (2) weeks before the event. Reservations are taken on a first come, first served basis.
- 2. Noise and music must be kept at a level that cannot be heard outside the clubhouse.
- 3. Guests of the private clubhouse function are not allowed to use the pool area as part of their party. You are renting the exclusive use of the inside of the clubhouse only.
- 4. There is a \$150.00 non-refundable clubhouse user fee. A deposit of \$300.00 is required, which will be refunded when the facility is inspected and found to be in its original condition.

- 5. The person having the party must contract with the Association's Patrol Service to have a patrol officer present at \$25.00 per hour (4-hour minimum) Please contact on-site manager for details.
- 6. No dogs are allowed in the clubhouse at any time! As an exception, a guide dog trained by a licensed person for visually impaired person, signal dog trained for a hearing impaired person, or service dog individually trained to the requirements of the disabled individual, may be permitted in the pool area subject to prior Board approval and only as reasonably necessary to permit the disabled person equal use of the clubhouse, and subject to the conditions that (i) the dog is on a leash, (ii) the dog is tagged as a guide dog, signal dog, or service dog by an identification tag issued by the County Clerk, animal control department, or other agency authorized under the Food and Agriculture Code, (iii) the person shall comply with all rules and regulations keeping of pets, and (iv) the person shall be liable for any damages to the premises or facilities or injuries to persons caused by the dog.
- 7. The Board of Directors holds the right to refuse an application at any time.

<u>GYM</u>

Access to the gym is by keycard only. Residents who wish to have a keycard issued to them must be 18 years or older and must pay a \$50.00 annual membership fee. This fee will be used to pay for key cards and maintenance of the gym. No persons under the age of 14 are allowed in the gym at any time. Minors 15-17 years of age are allowed in the gym only in the company of a supervising adult. To obtain a keycard, please contact the on-site manager.

SWIMMING POOL AND SPA

NO LIFE GUARD ON DUTY! SWIM AT YOUR OWN RISK! POSTED RULES MUST BE OBEYED AND WILL BE STRICTLY ENFORCED!

- 1. Only two (2) guests per unit are authorized in the pool, spa, clubhouse or greenbelt area. (Per CC&R's Article III, Section 1(a))
- 2. All gates to the pool area must be locked at all times. (Orange County Health Department)
- 3. Residents must have their pool key on them at all times.
- 4. No alcoholic beverages are allowed in the pool or spa area or on the surrounding greenbelt area.
- 5. No food or picnicking on the concrete decking area of the pool or spa area.

<u>6. THERE IS ABSOLUTELY NO BOTTLED GLASS BEVERAGES ALLOWED IN THE POOL,</u> SPA OR GREENBELT AREA. PLEASE USE PLASTIC.

- 7. Children under the age of sixteen (16) years of age must be accompanied by an adult at all times.
- 8. <u>Children under the age of fourteen (14) years of age are NEVER ALLOWED IN THE SPA.</u>

 <u>EVEN WITH PARENTS!</u> Children can suffer serious medical problems from a change of body temperature from the spa. This is for the protection of the child's health. (Orange County Health Department)

- 9. Children who are not "toilet trained" MUST wear swim diapers in the pool at all times. CHILDREN ARE NEVER ALLOWED IN THE POOL IN DIAPERS, TRAINING PANTS OR BARE BOTTOM. (Orange County Health Department)
- 10. Adults and children should behave themselves in such a manner that other residents are not disturbed. No diving, running, screaming, yelling, or loud games are allowed. If you violate these rules, you will be instructed to leave the pool and spa area immediately. Homeowners are responsible for their guests.
- 11. Pool equipment and safety rings are not to be used as toys. Use them only in an emergency.
- 12. Radios must be used with headphone and/or ear buds at all times.
- 13. Proper swim attire is required at all times when in the pool or spa. No jeans or cut-offs are allowed.
- 14. Pool furniture is NOT to be removed from the pool or spa area. Violators will be immediately fined. This includes the greenbelt area.
- 15. Devices allowed in the pool area are for the safety of the individual only. For example: Arm floats are allowed. Rafts, inner tubes or any item of this nature are never allowed.
- 16. No skateboards, scooters, rental electric scooters, bikes, wheeled toys or items of this nature are not allowed in the pool or spa area.
- 17. To respect the privacy and quite time of our residents, there are absolutely no private parties allowed in the pool or greenbelt areas. To include inside and outside the fenced in area. Please take it to the park.
- 18. We have TWO pools at The Redwoods. Please use both of them.

COMMON AREA RESTRICTIONS

Any changes, additions or alterations to the exterior of the building or unit MUST have written approval from the Board of Directors and Architectural Committee PRIOR to any work being started. This includes satellite dishes attached anywhere to the exterior of the building. (Per CC&R's, Article IV, Section 7, "Structural Alterations")

Any changes, additions or alterations to the *inside* of your unit must have Architectural Committee approval. Committee approval is to ensure you are not putting an extra bathroom or shower, an extra room or doing modifications to the plumbing of the building.

- *** **NOTE:** All work inside your unit must have <u>prior architectural approval</u> and the proper work permits from the City of Santa Ana and a licensed contractor must do the work. This is to ensure that all work on this property is done correctly and has the highest of work standards.
- *** **NOTE**: Your air-conditioning compressor is your responsibility to repair and/or replace and you must have Architectural Committee approval before you can replace the compressor with a new one. There are strict environmental rules and guidelines that MUST be followed when installing a new air conditioning compressor. BEFORE you purchase a new AC compressor, contact the On-Site Manager for the proper guidance and paperwork for your installation. If you do not follow this guidance and have the incorrect compressor installed, you will be required to immediately remove the compressor or face a fine until it is corrected. (CC&R's Article XVI, Section 7)
- * Homeowners may be fined for violation of any of the following:

- 1. Activities such as skateboards, scooters, electric rental scooters, bikes, roller blading/skating, wheeled toys or items of this nature are <u>not allowed anywhere on the complex, at any time.</u>
 They are considered a safety hazard. Please take these items to the park.
- 2. No storage is allowed in the common area except in your assigned carport storage compartments (maximum weight of 250 lbs.) Stairwells are considered "Common Area" or "Exclusive Common Area." However, weatherproof storage containers that match the exterior of the building which do not exceed 36 inches deep <u>and are not visible</u> over the patio or balcony railing are permitted.
- 3. Do not hang laundry, towels, sheets, etc., from your patio, balcony or fence. Laundry rooms have bars to hang your wet items.
- 4. No surfboards, refrigerators, household furniture, recyclables or other items of this nature are to be stored on any balcony, patio or backyard of any unit within the Redwoods HOA.
- 5. White drapes, curtains or blinds are required. (CC&R's, Article IV, Section 15)
- 6. Foil on windows is not allowed. (CC&R's, Article IV, Section 15)
- 7. No air-conditioner compressors or fans shall be installed in any window.
- 8. All windows must have a screen and frame in place and in good condition at all times.
- 9. Window tinting Professional non-reflective clear are allowed. (50% tinting maximum) <u>Must have prior architectural approval.</u>
- 10. Retractable awnings are allowed provided they are "earth tone" in color and are kept in good condition at all times. They must be retracted when not in use. Earth tones colors may include brown, umber, brick red, terracotta, yellow ochre, warm grey, burnt sienna, tan and shades of green.
- 11. Sun shades are not allowed on the patio, balcony or in the backyards.
- 12. No chalking on sidewalks, driveways or any other part of the Association property is permitted at any time. Homeowner will be fined immediately.
- 13. Any person observed participating in graffiti or defacing property will be fined immediately and prosecuted to the fullest extent of the law.
- 14. Do not leave your garden hose connected to the building hose bib. When done using, please bring your garden hose completely back on to your patio, balcony or backyard.
- 15. "Standard" front door mats only. No carpet remnants or other material is allowed.
- 16. No loitering around carports or common areas.
- 17. Drinking alcoholic beverages in carports or common areas is not permitted. Please take it to your property.
- 18. Shopping carts or electric rental scooters are not allowed on the property or to be left on the outer perimeter of the Redwoods property. Offenders will be fined immediately.
- 19. Only medal BLACK and BROWN screen doors are authorized. WOODEN SCREEN DOORS ARE PROHIBITED!

- 20. No planting of flowers or vegetables outside of your unit. Only flowers and bushes planted by the landscape company are authorized.
- 21. Name plates and door decorations or decorative flags are not allowed on doors or buildings other than holiday decorations approved during the dates listed below.

Easter	2 weeks prior, 1 week after
July 4 th	2 weeks prior, 1 week after
Halloween	2 weeks prior, 1 week after
Thanksgiving	2 weeks prior, 1 week after
Christmas	December 1st to January 15th

- 22. American flags POW/MIA flags are the only flags that may be displayed throughout the year.
- 23. Carport compartments doors should remain closed and/or locked at all times except when in use. The Association is not responsible for lost, stolen or damaged property.
- 24. "Tiki Torches" are prohibited on the property at any time. (Santa Ana Fire Department)

25. FIREWORKS ARE NEVER ALLOWED ON THE COMPLEX. EVER!

- 26. To prevent the wood from prematurely deteriorating, outdoor carpeting or any other material is not allowed on wooden patio surfaces.
- 27. There is no storage of any kind allowed in the carport itself. Please use your storage compartment. Items left in the carport area are deemed abandoned and are subject to immediate removal.
- 28. Any damage to landscape by a resident, owner, children, guest, pet, etc., will be the responsibility of the unit owner.
- 29. The replacement fee for lost keys to the common area is \$75.
- 30. No drone flying <u>anywhere</u> on the property. This includes controlling the drone from any nearby park and flying it over the Redwoods complex.
- 31. Household bags of trash cannot be left outside the front door. Please dispose of your trash in the dumpsters immediately. Bagged trash must be tied securely to prevent spillage and placed INSIDE the dumpster. Trash enclosure doors must be kept locked at all times. (CC&R's Article IV, Section 9)
- 32. Washers and Dryers are not permitted to be installed inside or outside of any unit on the Redwoods property.
- 33. Car washing is NOT ALLOWED anywhere on the Redwoods property. Please take your vehicle to the local carwash.
- 34. Bounce houses are not allowed anywhere on the Redwoods property. Please use the park.
- 35. Satellite dishes MUST have the approval from the Architectural Committee PRIOR to installation involving attachment to any exterior building service. Satellite dishes are only allowed on the fascia board, or the two (2) foot section of the eave, or on patios, balconies and backyards on a free standing pole. Satellite dishes may not attached to fences or balcony railings. Installation must use a medal pole. All cables must be brown or black

and concealed. The owner's unit number must be marked on the satellite dish for identification purposes.

LANDSCAPE

- 1. Subject to obtaining prior approval from the Architectural committee, you may landscape your patio, balcony and backyard area to your own preference as long as trees, plants, shrubs and ground cover do not cause damage to buildings, fences, etc., do not affect the natural slope for drainage and do not disrupt the character of the complex.
- 2. Do not place plants or flower pots on your patio fence line. (This is a safety hazard)
- 3. All pots are required to have a saucer under each flower pot.
- 4. No planting in common areas.
- 5. The Association has the right to require an owner to remove plantings at any time upon written notification. The owner shall be responsible for restoring the landscape to its original condition. Any trees, shrubs and plants planted by the owner become the property of the association.
- 6. Flower boxes, planters and hanging baskets must be only on the patio, balcony or backyards and not connected to the wooden fence or building.

PATIOS, BALCONY AND BACKYARDS

- 1. No plants or objects of any type (this includes but is not limited to towels, clothing, decorative objects, etc.) are allowed to be <u>attached</u> to the balcony, patios or railings. This is to maintain a uniform appearance and for safety throughout The Redwoods.
- 2. No plants, vines or leaves shall be attached or come in contact with stucco, wood structure or wood fascia. Doing so will cause termite and fungus damage to wood.
- 3. To protect the wood and deck surfaces owned and maintained by the HOA, only plants with saucers under them are allowed on patio and balcony floors. Do not nail or fasten <u>anything</u> to the patio, deck surfaces, or walls, as it may cause leaks which could result in extensive damage. <u>Owner will be held responsible for any wood replacement caused by potted plants or any other items on the patio, balcony or backyard area.</u>
- 4. Any outdoor decorative lighting must be clear in color and must have prior approval from the Architectural committee.
- 5. Each owner shall be responsible for any damage to the patio, balcony or backyard area caused by such owner, guests, tenants or invitees.
- 6. ONLY the following items are allowed on balconies, patios and in backyards:
 - a. Furniture designed specifically for outdoor use.
 - b. Plants in pots secured so as to NOT present a danger of injury.
 - c. Plants must have saucers under pots to prevent rotting of wood.
 - d. Barbecuing on balconies, patios or in a backyard within 10 feet of a combustible building or structure is prohibited. (Orange County Fire Authority)
 - e. A maximum of TWO umbrellas are allowed and must kept in good condition. "Earth tone" colors are acceptable.

- 7. Bamboo shades are NOT ALLOWED on/in balconies, patios or backyards.
- 8. <u>Plants or pots are never allowed on the railing of ANY balcony, patio or backyard area.</u> (This is a clear safety hazard)

PLAY ACTIVITIES AND SUPERVISION OF CHILDREN

Because The Redwoods was originally designed as an adult-only community, no provisions were made for "playing areas." Therefore, the Association strongly encourages use of the parks close by (Maybury Park and Cabrillo Park) as a place for play activates, to avoid damaging HOA property or landscaping, or interfering with the quiet enjoyment of other residents.

- 1. Children under the age of 10 years old, including guest children, playing in the common area of The Redwoods, must be under the supervision of a resident adult at all times. No supervision is provided by the HOA with respect to children. Parents are solely responsible for the safety and welfare of their children and any damage as a result of their children's actions.
- 2. No skateboards, scooters (electric or otherwise), bikes, wheeled toys or items of this nature are not allowed anywhere on the complex grounds.
- 3. Climbing in stairwell, tress or landscape areas is prohibited at all times.
- 4. Playing in or around the ponds, streams or on rocks is prohibited at all times. Throwing sticks, rocks or debris into the ponds/streams is prohibited. Water used in the ponds and streams is not safe for drinking or playing.
- 5. No yelling, screaming or making loud noise during play activates or otherwise.

ANIMALS AND PETS

- *** Make sure all you pets are registered with the front office.
- *** Dog waste is a threat to the health of our children, transmits disease and degrades our community.
- *** Carry doggie bags with you at all times and pick up after your pet.
- 1. It is the absolute duty and responsibility of each animal owner to immediately clean up after their pet which has used any portion of the Redwoods property to relieve itself. This includes patios, balconies and backyards. Carry doggie bags with you at all times. (Orange County Ordinance 4-1-50) (CC&R's Article IV, Section 6)
- 2. If you are observed failing to pick up after your pet, there will be an immediate fine.
- 3. All dogs that reside in the Redwoods must have their DNA registered with the front office within 72 hours of moving onto the property. Failure to do so will result in a fine. There is a nominal fee associated with the DNA requirement which will be the responsibility of the homeowner.

- 4. Once a dogs DNA has been registered, it will be your responsibility to insure the official tag that will be provided is always visible on the dog's collar or leash or visible in some fashion whenever the dog is in the common area. It must obvious to management and other residents that your dog is properly registered.
- 5. Please throw your pets waste in the dumpster. <u>Do not use the recycle bin or cigarette disposal bins.</u>
- 6. Animals must be kept inside the unit, except when walked on a leash by a person capable of controlling the animal. Animals shall not be kept or left UNATTENDED on patios, balconies or in backyards. Dog houses or litter boxes are not permitted to be kept on patios, balconies or backyards.
- 7. Breeding of any kind of animal (mammal or reptile) is prohibited. (CC&R's Article IV, Section 6)
- 8. Owners shall not allow their pets to relieve themselves on patios, balconies or backyards. This is considered a health hazard for the unit below and next door. Deck surfaces that are deteriorated due to pet urine or feces will be the sole responsibility of the pet owner to pay for the cost of replacement.
- 9. Dogs must be on a lease at all times while in the common area and held by a person that is capable of controlling the animal. Please keep your pet on a leash that is no longer than 10 feet. (Orange County Ordinance 4-1-45) (CC&R's Article IV, Section 6)
- 10. All dogs must be tagged with identification of owner's name, address and telephone number. (Orange County Ordinance 4-1-70)
- 11. All dogs four (4) months or older are required to be vaccinated against rabies. (Orange County Ordinance 4-1-60)
- 12. Cat licensing in Orange County is strictly voluntary. Although, lost cats without ID or license tags are seldom united with their owners. If you choose not to license your cat, OC Animal Care recommends that you vaccinate your cat for rabies and place a collar with an ID tag on your cat to ensure that it has a better chance of being returned if lost. (Orange County Ordinance 4-1-85)
- 13. The HOA, acting through the Board of Directors, shall have the right to prohibit any animal on the property if the Board determines that animal constitutes a nuisance or a danger to any person living at The Redwoods. (CC&R's Article IV, Section 6)
- 14. No animals are allowed in the fenced-in area of the pool/spa area at any time, except as noted in the Swimming Pool and Spa Rules section. (Orange County Health Department)
- 15. Excessive dog barking is not allowed and will be considered a nuisance. Orange County Animal Control will respond if a complaint is filed. (CC&R's Article IV, Section 6) (https://media.ocgov.com/gov/occr/animal/services/barking.asp)
- 16. If your pet damages or destroys any part of the common area, the homeowner will be billed for repairs and/or replacement. (CC&R's Article IV, Section 6)
- 17. All residents should feed their animal INSIDE their unit. DO NOT leave food bowls outside the front door, sidewalks, balcony, patio or backyards. This only invites ants, rodents, roaches and other unwanted pests and wildlife.
- 18. Any animal that shows signs of aggression towards a person or another animal shall be required to wear a muzzle while in the common area, and may be subject to permanent removal from the property. A second violation or complaint and the Board may require permanent removal of the animal from the property.

19. *** **NOTE:** Each year we have ducks migrating to warmer climates. Many times they will fly over The Redwoods and land in our pool for a rest. We consider them part of our community. Ducks are a federally protected animal. PLEASE DO NOT FEED, HARRASS OR HARM THE DUCKS!

VEHICLE PARKING

ALTHOUGH THE CARPORTS ARE PERIODICALLY PATROLLED BY OUR PATROL SERVICE, THE ASSOCIATION IS NOT RESPONSIBLE FOR LOST OR STOLEN PROPERTY OR DAMAGE TO VEHICLES PARKED ON THE REDWOODS PROPERTY. DO NOT LEAVE ANYTHING VISIBLE ON YOUR VEHICLE SEATS.

MAXIMUM speed limit on all streets within The Redwoods complex is 5 MPH.

***NOTE: THE FOLLOWING RULES WILL BE ENFORCED FROM 10 P.M. TO 6 A.M.

- 1. Patrol-One is our primary contract to track resident parking and enforce towing. Their contact number is (714) 541-0999.
- 2. A maximum of ONE (1) vehicle per household is authorized to be registered with Patrol One (with proof of residency and current registration). This vehicle may be parked in open area parking OR your own assigned carport. If you have a second vehicle, that vehicle may be parked in your assigned carport only. Only the vehicle registered with Patrol One may part in open parking. You must select and register the license plate of the vehicle you will be parking in the open parking area. When you have a guest, you may allow them to park in your carport or on the public street. Vehicles parked in the open parking area MUST be registered or they will be subject to towing.
- 3. Vehicles parked in an OPEN PARKING AREA within the hours of 10pm and 6am without being properly registered with Patrol-One will be towed <u>without warning</u> at the owner's expense.
- 4. Vehicles parked in the common area must be moved to a different space at least every 72 hours.
- 5. No trailer, motor home, truck, camper or boat shall be kept or maintained ANYWHERE on the Redwoods property. (Per CC&R's Article IV, Section10)
- 6. No vehicle that exceeds eighteen (18) feet in length, seven (7) feet in overall width, or 78 inches in height, shall be parked, kept, placed or maintained ANYWHERE on the Redwoods property. Damage to the side of a building is likely to occur when driving through the complex with a vehicle this size. Please park on the street.
- 7. No "inoperable vehicle" shall be stored or allowed to remain on the Redwoods property at any time. No flat tires, broken windows, excess dust, spider webs or debris accumulations. If your vehicle can not be started on its own, it is considered an inoperable vehicle and must be removed from the property. Vehicles cannot be "pushed" to a different parking space. (Per CC&R's Article IV, Section10)
- 8. All vehicles parked on the Redwoods property <u>MUST HAVE A CURRENT REGISTRATION</u> <u>TAG</u> on their license plate. Failure to have a current registration tag (from any state) on your license plate will presume to be an "inoperable" vehicle and will be towed at the owner's expense... Whether in a carport or open parking. A warning will be issued first.

- 9. **OPEN AREA PARKING HEAD-IN PARKING ONLY.** You must park your vehicle <u>facing forward</u> when parking in open parking. This is required to see if your registration tags are current. Registration must be visible when parking in an open parking space.
- 10. If your carport faces a resident's window or sliding glass door, you must park head-in. This will prevent car fumes from going into another residents home.
- 11. Double parking and parking in the fire zones (Red Zone) is prohibited and subject to immediate towing at the owners expense.
- 12. No parking at an angle in any carport or open parking space.
- 13. Car washing is NOT ALLOWED anywhere on the Redwoods property. Please take your vehicle to a local carwash.
- 14. No motor vehicle of any type (Including motorcycles, motor scooters, mopeds, etc.) shall be driven, parked or stored on pathways or walkways. Violators are subject to immediate towing at owners expense WITHOUT WARNING!
- 15. If there is an illegally parked vehicle in your <u>ASSIGNED CARPORT</u>, (not an open parking space), you, the homeowner or renter, must contact the Santa Ana Police Department and report that you are having a vehicle towed from your assigned carport. This will avoid the owner and police from thinking the vehicle was stolen. Contact the towing company and have the vehicle towed. You will be required to sign for the towed vehicle. (See front cover of this booklet for phone numbers)
- 16. Authorized commercial vehicles are permitted to be parked on the property only during the times they are performing repairs or maintenance duties.
- 17. If your moving company damages any structure or landscape on The Redwoods property, the homeowner shall be held responsible to pay the cost of repairs.
- 18. Excessive noise by any vehicle or motorcycle is prohibited. Noise includes but is not limited to music, loud or broken mufflers and excessive acceleration. Please be courteous to your neighbors.
- 19. No unsightly equipment or materials shall be visibly stored in/on any vehicle.
- 20. YOUR VEHICLE MUST FIT COMPLETELY IN YOUR ASSIGNED CARPORT OR OPEN PARKING SPACE. If your vehicle is sticking out of the parking stall or when parked in open parking, it will be considered a safety hazard to other vehicles and will be subject to towing at your expense. You may be required to park your vehicle on the street if your vehicle is too big.
- 21. No vehicle or motorcycle may occupy more than one parking space.
- 22. No painting of vehicles or motorcycles is allowed anywhere on the Redwoods property.
- 23. Car covers may be used; however, they must be kept clean and in good condition at all times.

VEHICLE REPAIRS

- 1. Vehicle repairs are NOT ALLOWED anywhere on the property of The Redwoods. Tire changes and battery changes are authorized that are due to an emergency.
- 2. OIL CHANGES AND ENGINE OVERHAULING ARE NOT PERMITTED UNDER ANY CIRCUMSTANES. VIOLATORS WILL FACE AN IMMEDIATE FINE.
- 3. Vehicle owners, resident or homeowner are responsible for cleaning the ground where any vehicle has leaked fluids onto the asphalt or Redwoods grounds. Vehicles that are leaking fluids must be removed from the property until the leak is repaired.

LAUNDRY ROOMS

Hours of Operation

Sunday – Saturday 7:00 a.m. – 11:00 p.m.

- 1. Residents that leave their laundry unattended do so at their own risk. The Association is not responsible for lost or stolen items.
- 2. Common courtesy requires that laundry be removed from machines promptly after the cycle is completed. Failure to promptly remove your clothes from the washer or dryer will allow the next resident to remove them for you.
- 3. DO NOT sit on the laundry room machines or counter tops. This includes children.
- 4. Animals are prohibited from going into any laundry room. (With the exception of Service Dogs)
- 5. <u>DO NOT prop open the laundry room doors</u> with rocks or sticks or any other item. This damages the door and costs money to repair. Please keep laundry room secure to avoid the homeless or other unauthorized persons from entering. It could be your clothes they will take.
- 6. Please discard your detergent boxes and fabric softener sheets in the trash can.
- 7. Laundry cards and refills can be obtained from the Value Stations in the Redwoods front office. Add-values machines are also located in Laundry Rooms 2 & 4.

SIGNS

- 1. No posters or signs are to be posted in common areas without the prior approval of the Board of Directors and Architectural Committee. Violators are subject to immediate removal of the sign or poster. (CC&R's Article IV, Section 5)
- 2. Paper flyers are only allowed on the laundry room bulletin boards and in the bulletin board located by the front office. Please do not post them on tress, light posts or mailboxes.
- 3. "For Sale," "For Lease," or "For Rent" signs are permitted in the windows of the unit **ONLY**. The size of such signs are limited to NO MORE THAN nine (9) square feet (3 feet by 3 feet). Please do not post signs on the grass area. (CC&R's Article IV, Section 6)

4. A "Political" sign for an election may be posted in the windows of the unit **ONLY.** The size of such signs are limited to NO MORE THAN nine (9) square feet (3 feet by 3 feet). Please do not post signs on the grass area or other common areas. (CC&R's Article IV, Section 6)

SMOKING

Please be aware that smoke from cigarettes, etc., may migrate through the vents and walls of your unit and also from patio to patio and may be determined to be a nuisance by the Board. Further, medical marijuana users are prohibited from smoking in any manner the Board deems to be a nuisance to any other resident. (i.e., marijuana remains illegal under federal law, such that medical marijuana users do not have the "right" to smoke marijuana if it causes a nuisance to others. Because secondhand smoke has been declared a human carcinogen, wherever cigarette smoking is banned, so is marijuana. Please use common courtesy.

SMOKE DETECTORS/SMOKE ALARMS

The purpose of a smoke detector is to provide an audible warning of a fire in its early stages while there is still time for you and your family to escape safely. Smoke detectors installed properly and maintained in working order dramatically reduce the risk of dying in a fire.

One (1) smoke detector **should be** placed on each floor in non-sleeping areas. In addition, one (1) smoke detector **must be** installed in each room where sleeping occurs and one (1) smoke detector **should be** located in each hallway that leads directly to sleeping rooms. (California Building Code Section 310.9.1.4)

California Law SB 745 July 1, 2014 states any smoke alarm installed that is solely battery powered must contain a non-removable battery that is rated to last 10 years.

CARBON MONOXIDE DETECTORS

"The Carbon Monoxide Poisoning Prevention Act" requires all single-family dwellings, duplex, lodging house, hotel, motel, condominium, time-share project, or dwelling to install carbon monoxide alarms or detectors within the home. The effective date for this requirement was July 1, 2011.

The owners of multi-family properties that rent or lease apartments or condos in California are required to comply with the law. (National Fire Protection Association, sections 5.1.1.1)

Senate Bill 183 National Fire Protection, Sections 5.1.1.1 Carbon Monoxide Poisoning Prevention Act of 2010.

VIOLATION ENFORCEMENT PROCEDURES

Residents who wish to make a complaint regarding a rule or CC&R violation, can do so in writing stating the nature of the complaint. It is imperative to the success of the Rules and Regulations process that each neighbor who observes a potential violation, attempt to ascertain the identity and address of the offender, and the time and date it occurred. If you have any questions, please contact Team Property Management or the On-Site Manager. (Phone numbers are located at the front of this booklet)

The Association may, in its discretion, pursue any one or combination of the remedies described below in any order, including proceeding immediately with monetary fine proceedings, suspension of privileges, implementing correction of the violation, alternative dispute resolution, legal action, or any other authorized remedy at law or in equity. All available remedies are cumulative and not exclusive.

Subject to the forgoing, the following procedures will be utilized to enforce all Rules and Regulations violations:

- 1. First offense You may receive an immediate fine for the first offense, or, in the Boards discretion, violators may receive an initial curtesy written warning asking you to remedy the offense.
- 2. Failure to correct the violation within the specified time will result in a hearing before the Board of Directors and a possible fine against the homeowner. Written notification of this action will be sent via first class mail to the address provided on your Emergency Contact Form. The notification will also provide a date and time for your hearing, giving the alleged offender the opportunity to be heard on this matter.
- 3. Should you wish to contest the alleged violation, you or a representative sent on your behalf (i.e. Property Manager) may attend the hearing or an submit your position in writing to the Board of Directors at least ten (10) days prior to the hearing date. If you intend to attend the hearing, you should contact the On-Site Manager or Team Property Management and ask to be placed on the hearing agenda for the meeting. All decisions from the Board of Directors are final and a notification letter of the decision will be sent to the offender within 10 business days.
- 4. If you or your representative cannot attend the hearing you may provide the Board a written statement or request a later hearing date. If you fail to attend the meeting or submit your position or request a later hearing date, the Board of Directors may proceed without you being present. The findings of the Board of Directors are final. Written notification of the Board's decision will be sent to all offenders who were not present at the time of the meeting.
- 5. Should the offender not pay all sums found owing for restitution of property damage, and/or fines levied within thirty (30) days from the Board's decision, it will be presumed that the offender is unwilling to comply with such decision and the matter will be turned over to either the Association's attorney, our collection agency or other authorities to pursue through the civil or criminal justice system.

SCHEDULE OF FINES

FINES ARE AS FOLLOWS:

If damage to Association property is found and if the damage was caused by UNINTENTIONAL CONDUCT, the fine will be:

 Full restitution, being the full replacement value of the property damaged or destroyed. No other fine will be imposed.

If damage to Association property is found and if the damage was caused by <u>INTENTIONAL</u> CONDUCT, the fine will be:

 Full restitution, being the full replacement value of the property damaged or destroyed, AND a discretionary fine imposed by the Board of Directors. This fine can be the greater the amount set forth in the fine schedule below or up to 50% of the replacement value of the property damaged or destroyed.

For all other Rules and Regulations offenses, the following fines will be imposed:

- FINES WILL BE IMPOSED IMMEDIATELY UPON THE VIOLATION.
- 1st Violation Warning or fine: Starting at \$50.
- 2nd Violation Same offense: Starting at \$100.
- 3rd Violation Same offense: Starting at \$200
- Additional Violations Same offense: Starting at \$200.
- Vandalism, endangering others Starting at \$200.
- Continuing violations \$100.00 a day
- Suspension of Privileges 30 days or longer suspension

Violation of a serious nature, especially those interfering with a homeowner's right to peace, privacy and enjoyment, may be subject to a fine and also be referred to the Association's attorney for action. All attorney fees and/or court cost incurred in the collection of fines and serving of mandatory injunctions are the responsibility of the homeowner.

Any costs incurred by the Association for enforcing any of these rules shall be charged to the homeowner of the unit involved.

THE REDWOOD HOMEOWNERS ASSOCIATION

POLICY REGARDING WATER INTRUSION DAMAGES, TENDER OF INSURANCE
CLAIMS, AND INDIVIDUAL OWNER RESPONSIBILITY FOR COST OF REPAIRS AND PAYMENT OF
APPLICABLE DEDUCTIBLE

Adopted 16),2013

From time to time questions arise as to whether the Association or the Unit Owner is responsible for water damage occurring within a unit and who is responsible for controlling the repair of such damages. Therefore, the following summary outlines the responsibilities of the Association and the Owners with respect to water damage and insurance issues. This Policy replaces any policy previously adopted by a past Board of Directors concerning the matters addressed herein.

- 1. Association's Control of Repair of Common Area Components. The Association shall repair damages resulting from water intrusion and/or mold contamination to the Common Area components and interior of any individual Unit caused by the failure of a Common Area component, subject to the limitations set forth in Paragraphs 2 & 3 below. Each Owner has a duty to notify the Association's management company as soon as the Owner becomes aware of a problem with a Common Area component, such as a roof leak, sewage blockage, slab leak, or leaking plumbing line, and the like, that may be causing damage to the Common Area elements of the building and/or the Owner's Unit. Owners who lease their Unit are responsible to ensure their tenants report Common Area or other water intrusion problems immediately to the Owner and the Association.
- 2. Owner's Obligation To Maintain Insurance. Article VIII, Section 3, of the Association's CC&Rs provides that Owners have a duty to maintain insurance on their personal property and upon all other property and improvements within the Owner's Unit; except as to insurance the Association carries. The Owner's insurance must contain waivers of subrogation of claims against the Association and its Board of Directors and officers, and all other Owners. Further, if any loss intended to be covered by the Association's insurance occurs and the proceeds payable thereunder shall be reduced by reason of the Owner's insurance, such Owner shall assign the proceeds of such insurance to the Association, to the extent of such reduction, for application to the damages.

As discussed in more detail below, the Association's insurance coverage is subject to a \$10,000.00 deductible. Therefore, Owners must maintain contents insurance coverage for their personal property items and other property and improvements within their Unit to cover a loss or damages that may arise from water intrusion or other incident, regardless of the cause. An Owner's failure to maintain such insurance coverage (a) constitutes a breach of the Owner's obligations under the CC&Rs, and (b) constitutes a decision by the Owner to self-insure for such damages. In such cases, the Association shall not be responsible for repairing or reimbursing an Owner for damage to the Owner's or resident's personal property items and other property and improvements within the Unit that would have been covered by insurance the Owner is obligated to carry pursuant to the CC&Rs.

Accordingly, each Owner should consult with his/her insurance agent immediately to confirm that the Owner has proper insurance that insures the Owner's personal property against loss, including real property or building coverage for the finished surfaces of interior floors, walls and ceilings, and Owner upgrades. The policy is commonly called an "HO-6" policy in the insurance industry. Owners shall maintain such insurance with a deductible not to exceed \$500.00 for each occurrence.

3. <u>Procedures for Repair Of Damages</u>. Upon being notified of a water intrusion problem, the Association shall dispatch a roofing contractor, plumber, or other qualified contractor to investigate the problem and determine whether an Association Common Area component or Owner responsible item is

the cause of the water intrusion. <u>The affected Owner shall immediately tender any claim for damage to the Owner's personal property items and other property and improvements within the Unit to the Owner's insurance carrier.</u>

- (a) If the cause of the water intrusion is from an Owner responsible item, or from damage to a Common Area component caused by the Owner or any of the Owner's family members, guests, tenants, agents, or invitees, the Owner shall be responsible to reimburse the Association for all costs incurred to contain the water intrusion and repair any damages to the Common Area components. The Association may levy a Special Assessment against the Owner for such costs, after providing the Owner notice and an opportunity for a hearing, pursuant to the Association's CC&Rs. The Owner shall be responsible to repair any damages to the Owner's Unit and personal property and other property and improvements therein, including, but not limited to, interior paint, wall and floor coverings, cabinets, appliances, fixtures, furniture, clothing, drapes, and other interior contents or improvements maintained in the interior of the Unit (collectively, "Unit Contents").
- (b) If a Common Area component is the cause of the water intrusion, the Association shall repair the Common Area component. If any of the Unit Contents are damaged, the Owner shall tender a claim to the Owner's insurance carrier pursuant to the insurance coverage the Owner is obligated to maintain under the CC&Rs. If the Association is at fault for the damages, the Association shall reimburse the Owner for the deductible under the Owner's insurance policy, which deductible shall not exceed \$500.00; provided, however, the Association will not repair or replace, or pay for the repair or replacement of, interior damage to any Unit Contents caused or aggravated by an Owner's failure, or a tenant's failure (or any other person for which Owner is responsible), to act reasonably and timely notify the Association of a Common Area problem affecting the Owner's Unit. Provided further, however, if the Association elects to repair damage caused by an Owner's (or resident of an Owner's Unit) unreasonably delay in reporting the incident causing the damage, the Association may hold the Owner responsible for the cost to repair the damages caused by the delay in reporting the incident by way of a Special Assessment, after the Owner is given notice and an opportunity for a hearing.

If an Owner fails to maintain the insurance required under the CC&Rs, the Owner shall be responsible for repairing damaged Unit Contents that would have been covered by the insurance the Owner is required to maintain under the CC&Rs.

- (c) The Association shall control all repairs to Common Area components. This means that only Association approved and licensed contractors may perform any repairs to Common Area components or perform any work that affects a Common Property component.
- 4. <u>Association Insurance</u>. Subject to the Owner submitting any claim for damages to the Owner's insurance, if an Owner believes he/she has a claim which may fall under the Association's master policy of insurance, the Owner shall tender the claim to the Board of Directors for review. This may be done by simply sending the Association's managing agent a written description of the claim you wish tendered to insurance. The Board will review the claim as soon as practicable and will advise the Owner whether the Association intends to submit the claim to the master insurance carrier, or if the Association intends to handle the claim if the amount is relatively small, the Association is responsible for the damages, and the damages are not otherwise covered by insurance the Owner is obligated to maintain under the CC&Rs.

The Board will work with the Association's insurance carrier to make sure that all proper and legitimate claims are processed. As noted above, the insurance policy deductible as of the date of adoption of this Policy is \$10,000.00 per claim. This amount was selected for the benefit of a reduced premium amount and in order to reduce the likelihood of cancellation of the policy that may follow if

more claims will be filed under a lower deductible amount. Therefore, no claim under the deductible amount can be submitted to the Association's insurance carrier, because it will be rejected by the carrier. Accordingly, the Association will consider appropriate action for all claims under the deductible amount. The Board will review each claim and determine whether coverage exists under the policy and/or whether the Association or the Owner is responsible for paying to repair the damages under the CC&Rs. Many claims may be solely Owner responsibility.

5. Responsibility for Deductible Under Association Insurance. The Owner shall be responsible for payment of damages subject to the deductible under the Association's insurance policies in the following instances: (a) where the Owner, or a person for whom the Owner is responsible, is responsible for the damages, (b) for damages to Unit Components that would have been covered by insurance the Owner is required to maintain under the CC&Rs, and (c) for damages to Unit Components for which the Association is not responsible. In such instances, the Association may hold the Owner responsible for payment of the amount that would have been subject to the deductible under the Association's insurance policy, regardless of whether the Association tenders the claim to the Association's insurance carrier.

DATE:	UNIT #	!	CARPORT #

THE REDWOODS HOMEOWNERS ASSOCIATION EMERGENCY INFORMATION FORM

In an effort to better serve your community, we are requesting that each homeowner provide the Association with a person to contact should we need to reach you for an association related issue or if an emergency situation occurs (i.e., fire, flood, gas leak, etc.) and we are unable to reach someone at home.

This information will be kept confidential and only used, if necessary, by the Board of Directors or the Management Company.

PLEASE PRINT LEGIBLY

		<u> </u>	DE I REITH ELGIDET
OWNER'S	S NAME:		
Email addr	ess:		
			Evenings:
OWNER'S	OFFSITE AD	DRESS IF F	RENTED OR LEASED:
Is this Pr	operty being	rented or l	eased? [] YES [] NO
If the unit	is being rented	d or leased:	Tenant's Name
Tenant's E	mail:		 -
_	hone: Days: _		Evening:
EMERGEN	CY CONTACT F	PERSON:	
NAME:			PHONE:
NAME:			PHONE:
PET INFO	RMATION:	Please list the	e number of pets in each category:
	Cat(s)		Other (please state type of pet)

The Redwoods HOA Pet Registration

In an effort to better serve the community, we are requesting that each owner/tenant provide the Association with the information requested below:

Pet owner's name:	Phone Number ()	
	Phone Number ()	
Property Address:	Carport #	
Mailing Address:		
Pet Information:		
Animal #1	Animal #2	
Name:	Name:	
Animal Type:	Animal Type:	
Weight: Breed:	Weight: Breed:	
Animal #3	Animal #4	
Name:	Name:	
Animal Type:	Animal Type:	
Weight: Breed:	Weight: Breed:	
My signature below indicates that a	all information is true and correct.	
Sign:	Date:	
Sign:	Date:	

THE REDWOODS HOMEOWNERS ASSOCIATION ARCHITECTURAL APPROVAL AND REVIEW FORM

Owner's Na	me:	Phone Number:	
Property Address: Email:			
Type of Imp	rovement:		
Location of	Improvement:		
Description	of improvement: Give as much detail as possi	ble. (Color, shape, dimensions,	material, etc.)
Please attac	ch drawings, plans, photos, brochures, if possi	ble.	
Contractor's	s Name: Contrac	ctor's License:	
Is contracto	r insured? [] YES [] NO		
Please attac	ch a copy of the contractor's proof of insuranc	e. (REQUIRED)	
Date submit	tted:		
Send to:	The Redwoods HOA Attention: Team Property Management 1588 North Batavia Street, Suite #2 Orange, CA 92867 Email: kathy@thehoateam.com 714-639-8585 (Fax)		
	ARCHITECTURAL CO		
The above a	architectural modification has been reviewed a	<u> </u>	
Conditions o	of Approval/Reasons for Denial:		
Date	Signatura		
שמנפ	Signature: Board of	Directors / Architectural Com	mittee Member

<u>APPLICATION FOR A RESIDENT PERMITTED VEHICLE FOR THE REDWOODS</u>

Please include copies of your valid DMV registration for ALL resident vehicles.

Number of reside	nt vehicles reques	sted: []	
Resident name: _			
Resident email (to	o receive applicati	on approval):	
Address:			Santa Ana, CA 92701
Day Phone:		Evening Pho	ne:
THE FOLLOWIN	G VEHICLE WILL	BE PARKED IN TH	E CARPORT:
Make:	Model:	Color:	Lic Plate:
OVERNIGHT IN	THE COMMON A		Lic Plate:
All items in this ap this form complet made on this app resident agrees the undersigned residuals. Associations park	oplication must be ely will result in de lication will result nat the statement dent further agreeking rules and reg	e completed in full. Far enial of the application in forfeiture of parking made on this applicat s that he/she has read	ilure to complete every line of n. Any untruthful statements g privileges. The undersigned ion are true and accurate. The d and understands all of the o follow them, and that any
Dated:		Signed:	
	N	Jame (Printed)	

Mail, Email or Fax to:

PATROL ONE

1820 E. First Street Santa Ana, CA 92705 Attn: Permit Administrator

fallonpaquette@patrol-one.com

714.541.0990 (Fax) 714.541.0999 (Select option #2)

