

**THE REDWOODS HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS
2025**

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.

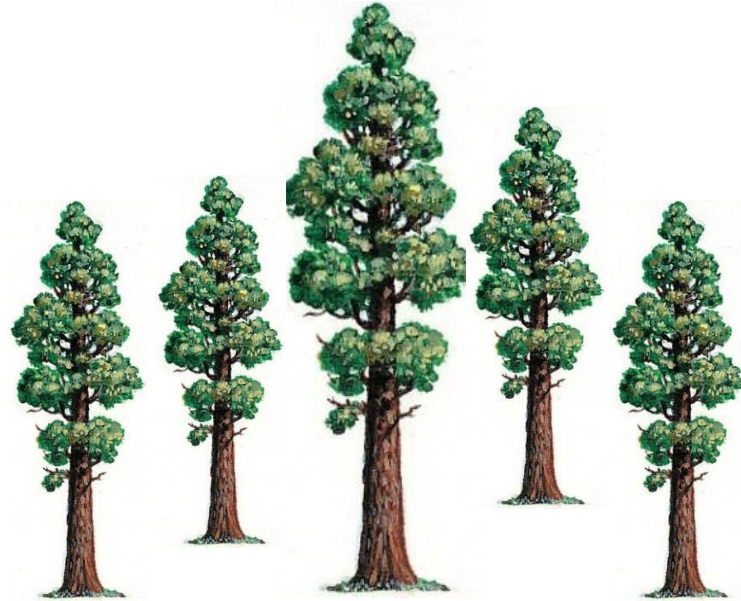
Please bear in mind that this handbook is not intended to replace the Declaration of Covenants, Conditions and Restrictions (CC&R's), relating to property ownership in the Association. It does, however, provide a condensed version of some of the most important provisions of the CC&R's, together with 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 always abide by them. Landlords MUST see that a copy of these Rules and Regulations is provided to your tenant(s). Additional copies may be obtained from TRITZ Property Management or natalia@tpms.net.

Board of Directors
The Redwoods HOA

The Redwoods

Homeowners Association



Rules & Regulations **2025**

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

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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 and carports patio and doorway lighting and front door 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 interior surfaces 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 is projected from the wall of a building and is enclosed by a railing. (Upstairs units)

Patio:

A flat area of ground that is **usually** 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, **ONE** Common Area key, **and a Parking Permit Sticker**. Note: the sticker will need to be updated before use. THE PREVIOUS OWNER OR AGENT OF THE UNIT IS RESPONSIBLE FOR GETTING THESE ITEMS TO THE NEW TENANT. (In the event you do not receive these items, you will be charged an administration 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 takes possession of the unit. THIS INFORMATION MUST BE KEPT CURRENT. (Form is provided in the back of this handbook or can be obtained from natalia@tpms.net) (Per CC&R's Article V, Section 2) **Each unit will require an inspection PRIOR to sale. (Escrow inspection)**

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 and **ENCOURAGED** to attend.

The Board meeting will commence promptly at 6:30 P.M. 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. At 7PM, the open session will end, and 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.

HOMEOWNER AND MASTER INSURANCE POLICIES

"Each homeowner shall maintain insurance on their personal property and upon all other property and improvements within their 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 (**HO-6 Policy**) providing coverage for personal property (your contents), personal liability, improvements, wall and floor coverings, loss assessment and **any gaps in coverage**.

The Association Master Insurance Policy covers the structure of the building. (From the wall OUTWARD) and DOES NOT COVER "personal contents" or "interior repairs".

There is a deductible of \$50,000 which means the first \$50,000 in damages is not covered by the HOA insurance, and that the homeowner may be responsible for covering the first \$50,000 in damages should a claim be filed through the Associations Master Policy. *Please consult with your insurance agent.*

In addition, each homeowner is **highly encouraged** 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 AND FOR THE CORRECT AMOUNT.**

Prompt payments of Association dues by all homeowners are critical to the financial health of the Association and to the enhancement of 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 association dues and on time. 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 association fees to The Redwoods. Any association dues NOT PAID within fifteen (15) days after the date on which it becomes due, shall be assessed as a late charge. If non-payment continues, the Board of Directors has several options: (CC&R's, Article VI, Section 11)

1. Revoke Privileges (**Open Parking** Permit and Gym Access, **both Pools**)
2. Collections
3. Enforcement by Lien
4. Enforcement by Suit (Sued in Court)
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 association dues remains delinquent.” (Per CC&R's Article III, Section 1(f))

Homeowners are responsible for providing **TRITZ Property Management** with notice of any change of billing information in a timely manner. **A \$10.00 or 10% late fee** (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 our CC&R's and Rules and Regulations. Failure of the tenant to comply with the Rules and Regulations will result in fines being 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 LESS THAN thirty (30) days IS PROHIBITED. No homeowner may lease less than the entire unit. 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 Management Company a completed "Emergency Information Form" in case an emergency should occur. This form must be kept current. (Form is provided in the back of this handbook or can be obtained from natalia@tpms.net)**
4. Homeowners are responsible for all fines assessed to them because of any violation of the CC&R's, By-Laws or Rules and Regulations, by their tenant and/or guests.
5. Homeowners are required to attend any hearing associated with a fine. The property management company of the lessee 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 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
RULES AND REGULATIONS

PARKING
LANDSCAPE

DOGGIE DNA
SOCIAL

MAILBOXES

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

Problems with your mailbox lock and/or key, please contact 2202 N. Grand Santa Ana, 92711 (714) 667-6732.

WATER LEAK REPORTING AND REPAIR POLICY

All water leaks must be reported immediately to TRITZ Property Management to minimize damage at (714) 557-5900 or After-Hours at (714) 952-7823 (Even if the water leak is not causing damage to your property.) * DO NOT SHUT OFF THE WATER TO YOUR BUILDING, IT WILL AFFECT OTHER RESIDENTS!!! CALL MANAGEMENT FIRST.

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

If the cause of the leak is a homeowner's responsibility (toilet, dishwasher, broken faucet, exposed pipes under sinks, etc.) the unit owner in which the leak occurred is responsible for all damage to the common area. **MAKE SURE YOU HAVE THE PROPER COVERAGE!!!**

*The Board of Directors has adopted a separate policy regarding the handling of water intrusion damage, which is attached to the Rules and Regulations. (Please see the back of this handbook for this policy)

EMERGENCY INFORMATION FORM

All efforts will be made to contact the unit owner or provided 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 minimize 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 Information Form MUST be provided to the Association and kept current. (A form is provided in the back of this handbook and can be obtained by contacting natalia@tpms.net)

WATER AND GAS SHUT OFF PROCEDURE AND POLICY

If it is necessary to shut the water or gas off to perform a repair, you are **required** to notify Team Premier Management ***PRIOR*** to the repair. Courtesy notices must be posted 24 hours **IN ADVANCE** on all doors of the units being affected by the water or gas shut off. **There is a cost associated with this requirement. Only Colonial Group has the authority to shut the water or gas off to any building or unit. 714-231-2716**

If the repair is an *unforeseen emergency*, you **MUST IMMEDIATELY** notify **TRITZ Property Management** that the water or gas is going to be turned off at **(714) 557-5900** or **AFTER HOURS** at **(714) 952-7823**.

***** NOTE:** There will be no plumbing repair work done during the weekend **UNLESS** it is an 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 the water or gas off without giving notice. Your actions will affect your neighbors.

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

COMMUNITY SAFETY

No Association can ever be completely safe and secure. 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, installing a video doorbell, locking your car, installing a security alarm on your vehicle, and carrying insurance against loss of property. Report any suspicious activity to the Santa Ana Police Department immediately. Call 911.

HOMEOWNERS RESPONSIBILITY FOR GUESTS

The homeowner will be held responsible for any damage a guest may cause and any violation of the Association governing documents. The Board, in its discretion, may determine to prohibit such nonresidents 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 **\$200** 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))

MODIFICATIONS TO THE INTERIOR OF UNITS

“Each homeowner shall have the exclusive right to paint, 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) *Any changes, additions, or alterations to the inside of your unit require an architectural approval Form that can be found in the back of this handbook. (Example: New windows, new entry doors, screen doors, etc.)* APPROVAL MUST HAVE TWO SIGNATURES FROM THE BOARD OF DIRECTORS.

*** **NOTE:** All work inside your unit must have prior architectural approval 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 working standards.

RENTING OF THE CLUBHOUSE

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

1. Private parties for groups of 50 people or less are allowed in the clubhouse only. Arrangements to rent the clubhouse are to be made through **TRITZ Property Management. (714) 557-5900**. The individual homeowner will be responsible for cleaning up and ensuring that all users are adhering to the rules and regulations. The homeowner must sign a “Release of Liability” to the Association. Applications must be submitted 10 days 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 **\$200.00 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 Pacific Coast Patrol to have a security officer present at **\$30.00** per hour (4 hours minimum.) Please contact the on-site manager for details. *(Rates are subject to change)*

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 persons, signal dog trained for a hearing impaired person, or a service dog individually trained to the requirements of the disabled individual, may be permitted in the pool area subject to prior board approval *in writing* 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, (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. ESA (Emotional Support Animals) are permitted with a doctor's note.
7. The Board of Directors holds the right to refuse application at any time.

GYM

Access to the gym is by *keycard only Sunday-Saturday 6a.m. to 11p.m.* 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 keycards and maintenance of the gym. ***No persons under the age of 13 are allowed in the gym at any time. Minors 14-16 years of age are allowed in the gym only in the company of a supervising adult.*** To obtain a keycard, please contact natalia@tpms.net.

Please be respectful and do not drop or slam weights on the floor.

SWIMMING POOL AND SPA

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

Pool/Spa	Sunday through Saturday	10a.m. – 11p.m.
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1. **Only three (3) guests** per unit are allowed 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 always have their gate key (Common area key) on them.
4. No alcoholic beverages are allowed in the pool or spa area or **in** the surrounding greenbelt area.

5. No food or picnicking on the concrete decking area of the pool or spa area **or on the** surrounding greenbelt area.
6. *There are no bottled glass beverages allowed in the pool, spa, or greenbelt area. Please use plastic.*
7. Children under the age of fourteen (14) years of age must always be accompanied by an adult.
8. **All persons using the spa should know, be aware of, and follow all manufacturer recommendations and all federal, state and local laws and guidelines when using the spa.** (Orange County Health Department)
9. **Individuals who cannot control their bladders or bowels are not allowed in the pool or spa. In addition, anyone wearing any type of diaper is prohibited in the pool or spa. (ORANGE COUNTY HEALTH DEPARTMENT)**
10. **All individuals using the pool** should behave 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 always be used with headphones and/or earphones.
13. Proper (and appropriate) swim attire is always required 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. 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. 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 quiet 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.
18. We have two pools available for our residents.

19. NO ANIMALS ARE ALLOWED IN THE FENCED-IN AREA OF THE POOL AND/OR SPA. (Orange County Health Department)

As an exception, a guide dog trained by a licensed person for visually impaired persons, signal dog trained for a hearing impaired person, or a 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, (iii) the person shall comply with all rules and regulations keeping of pets, and (iv) the person shall be liable for injuries to persons caused by the dog.

<u>COMMON AREA RESTRICTIONS</u>
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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")

***** NOTE:** Your **air-conditioning unit** is your responsibility to maintain, repair and/or replace and **must** have Architectural approval before you can replace the **air-conditioning unit** with a new one. There are strict environmental rules and guidelines that **must** be followed when installing a new air conditioning unit. *Before* you purchase a new **AC unit**, contact natalia@tpms.net for the proper guidance for installation. If you do not follow this guidance and have the incorrect compressor installed **in a common area**, you will be required to immediately remove the **air-conditioning unit** 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 **not allowed on any pedestrian sidewalk on the complex, at any time**. 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 and are not visible over the patio or balcony railing are permitted.
3. Do not hang laundry, towels, sheets, mops, etc., from your patio, balcony, or fence. Laundry rooms have bars to hang your wet items.

4. No surfboards, appliances, 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 Homeowners Association.
5. White-backed drapes, curtains or blinds are required. White must be visible from outside the unit. (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* always have a screen and frame in place and in good condition including sliding glass door and screen.
9. Window tinting - Professional non-reflective clear window tinting is allowed. (50% tinting MAXIMUM!) ***Must*** have prior architectural approval.
10. Retractable awnings are allowed providing they are "shades of brown" in color and are always kept in good condition. They must be retracted when not in use. The homeowner is responsible for any damage that is done to the building due to improper installation and/or wind damage.
11. Umbrellas – ONLY TWO UMBRELLAS ARE ALLOWED - *Must be solid in color, and in good condition. No insignia, logos, writings, or advertisements.*
12. Sunshades are not allowed on the patio, balcony or in the backyards.
13. No chalking on sidewalks, driveways or any other part of the association property is permitted at any time.
14. Any person observed participating in graffiti or defacing property will be fully prosecuted by the law.
15. Do not leave your garden hoses connected to the building hose bib or it can be removed by the HOA. When done using it, please bring your garden hose completely back on to your patio, balcony, or backyard.
16. "Standard" front door mats only. No carpet remnants or other material is allowed.
17. Drinking alcoholic beverages in carports or common areas is not permitted. Please take it *inside* 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.

19. Only BLACK or BROWN metal security screen doors are authorized and should be properly maintained. Wooden screen doors are *prohibited*.

20. No planting of flowers or vegetables outside your unit. Only flowers and bushes planted by the landscape company are authorized.

21. Name plates, 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	October 1, 1 week after
Thanksgiving	2 weeks prior, 1 week after
Christmas	December 1 st to January 15 th

22. No loitering around carports or common areas, **to include sleeping**.

23. Please take down any graduation signs after graduation or before the new school year.

24. Properly maintained American flags and POW/MIA flags **are the only ones** permitted and may be displayed throughout the year.

25. Sporting banners are authorized in your window ONLY during the current sport season.

26. Carport compartment doors should always remain closed and/or locked. The Association is not responsible for lost, stolen or damaged property.

27. "Tiki Torches" are always prohibited on the property. (Santa Ana Fire Department)

28. **FIREWORKS ARE NEVER ALLOWED ON THE COMPLEX!**

29. To prevent the wood from prematurely deteriorating, outdoor carpeting or any other material is *not allowed* on the patio, balcony, or other wooden surfaces and **must be kept clean**.

30. Any items that are screwed into or attached to the wood on balconies and patios should be kept to a minimum to avoid damage to the wood. The board has the right to limit any such items it deems to be excessive.

31. There is no storage of any kind allowed in the carport itself, to include under stairwells. Please use your storage compartment. Items left in the carport area are deemed abandoned and subject to immediate removal.

32. Any damage to landscape by a resident, owner, children, guest, pet, etc., will be the responsibility of the unit owner.

33. The replacement fee for lost keys to the common area is **\$75**.

34. No drone flying *anywhere* on the property. This includes controlling the drone from the nearby park and flying it over the Redwoods complex.

35. 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. All boxes must be broken down prior to placing them inside the dumpster. Trash enclosure doors must always be kept locked. (CC&R's Article IV, Section 9)

36. Washers and Dryers are never permitted to be installed inside or outside of any unit at The Redwoods property, this includes portable washers and dryers. **Violators can be fined up to \$1000.**

37. Car washing is *not allowed* anywhere on the Redwoods property. Professional car washing is authorized if they use their own water. **Please do not block any entrance, driveway area, or another carport or open parking.**

38. 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 (2) feet section of the eve, or on patios, balconies, and backyards on a free-standing pole.** Satellite dishes may not be attached to fences or balcony railings. Installation must use a metal pole. All cables must be brown or black and concealed.

39. Bounce houses are not allowed anywhere on the Redwoods property *except at annual community gatherings*. Please use the park.

40. Security cameras must be installed in a manner that does not point at other units.

41. Playing in or around ponds, streams or on the rocks is prohibited.

42. No yelling, screaming, or making loud noise during play activities, **to include loud music.**

43. No loitering of sleeping around carports or any common area of the Redwoods property.

LIVING WITHIN COMMON WALLS

The walls in our community are thin and most are shared with our neighbors so please be mindful of loud talking, TV's or other electronic devices, during the day and especially at night when people are trying to sleep. This is a common courtesy and if necessary, the board has a right to get involved to resolve any complaints.

"No Unit shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other units or annoy them by unreasonable noises or otherwise, nor shall any nuisance be committed or permitted to occur in a unit."
(Per CC&R's Page 16, Section 12 "Conduct in Condominiums and Common Area")

PATIOS, BALCONIES AND BACKYARD RULES

1. Due to ongoing damage from termites and wood deterioration, your HOA is limiting the number of plants on the balconies to 5 pots. If your balcony contains more than 5 pots, you will be required to remove any extra or face a potential fine. NO FLOWERPOTS ARE ALLOWED ON THE WOODEN WALKWAYS.

2. Please sweep up any leaves from the balconies and any bags of debris; since they can trap water underneath them and damage the wood.

3. Subject to obtaining prior approval from the architectural committee, you may landscape your backyard area to your own preference if trees, plants, shrubs and ground cover do not cause damage to buildings, fences, **concrete, wood, etc. **and** do not affect the natural slope for drainage **and** does not disrupt the character of the complex.**

4. Please do not place any plant, bush, flowerpot, etc. on any stairway. (This is a safety hazard)

5. The area in front of your door is "common area" and is the responsibility of the HOA to regulate its use and maintain. If you wish to have a potted plant(s) in front of your doorway/entrance, then you must fill out an Architectural Approval Form available at the office. The HOA, at its discretion, has the right to limit the type and number of plants and their placement. You will be responsible for maintaining such plants that include watering, trimming, and making sure they have proper saucers beneath them, so they don't damage the surface below. The plants can be removed by the HOA's Board of Directors if they are not maintained or if there is any damage caused by such flowerpots or plants. The condominium owner will be responsible for any repairs.

If you currently have any sort of flowerpot(s) in front of your doorway/entrance that has not been approved by the HOA, then you will have 90 days from the date of the current Rules and Regulations to fill out an Architectural Approval Form to bring them into compliance with the rules.

6. *The Board of Directors holds the right to limit the number of flowers, flowerpots and/or plants to any individual unit and their placement.

7. Do not put plants or flowerpots on patio fence lines or ledges. (This is a safety hazard)

8. All pots are required to have a saucer under each flowerpot.

9. No vines of any kind are approved on your patio, balcony, or backyard. Vines cause damage to wood and can easily grow through the wooden shingles and into the unit. This is a costly repair.

10. No planting in any common area unless an architectural request is approved.

11. The Association has the right to require the owner to remove the plants 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 or tenant become the property of the association.

12. Flower boxes, planters and hanging baskets must be only on the patio, balcony or backyards and not connected to the wooden fence or building unless designed to be "railing planters" for a fence line.

13. Any damage to wood or buildings (Termites, woods rot, fungus, etc.), due to overwatering of pots, the owner will be held responsible for any wood replacement or any other items on the patio, balcony, or backyard area.

14. No plants or objects of any type (this includes but is not limited to towels, clothing, decorative objects, etc.) are allowed to be attached to the balcony, patios or railings. This is to maintain a uniform appearance and for safety throughout The Redwoods.

15. No plants, vines or leaves may be attached or come in contact with, wood shingles, stucco, wood structure or wood fascia. Doing so will cause termite and fungus damage to wood. **The owner will be held responsible** for any wood replacement caused by potted plants or any other items on the patio, balcony, or backyard area.

16. 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 anything to the patio, deck surfaces, or walls, as it may cause leaks which could result in extensive damage. **The owner will be held responsible** for any wood

replacement caused by potted plants or any other items on the patio, balcony, or backyard area.

17. Any outdoor and/or decorative lighting must be weatherproof and CLEAR IN COLOR and must have prior approval from the Architectural Committee.

18. Each owner shall be responsible for any damage to the patio, balcony or backyards area caused by such owners, guests, tenants, or invitees.

18. ONLY the following items are allowed on balconies, patios and in backyards:

- a. Furniture designed specifically for outside use.
- b. Plants in pots secured to NOT present a clear danger of injury.
- c. Plants must have saucers under pots to prevent rotting 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. Bamboo shades are **not allowed** on/in balconies, patios, or backyards.

ANIMALS AND PETS

***** MAKE SURE ALL PETS ARE REGISTERED WITH TRITZ PROPERTY MANAGEMENT. THE FORM IS LOCATED IN THE BACK OF THE HANDBOOK.**

***** DOG WASTE IS A THREAT THAT CAN TRANSMIT DISEASE AND DEGRADES OUR COMMUNITY. CARRY DOGGIE BAGS WITH YOU AT ALL TIMES AND PICK UP AFTER YOUR PET!**

1. It is the absolute responsibility of each animal owner to immediately clean up after your pet which has used any portion of the Redwoods property to relieve itself. This includes patios, balconies, and backyards. (Orange County Ordinance 4-1-50) (CC&R's Article IV, Section 6)

2. All dogs that reside in the Redwoods shall have their **DNA registered with TRITZ Property Management (714) 557-5900** within 72 hours of moving onto the property. Failure to do so shall result in a fine. There is a nominal fee associated with the DNA requirement which will be the responsibility of the homeowner or tenant.

3. Once a dog's DNA has been registered, it will be your responsibility to ensure the official tag that will be provided is always visible on the dog or leash or visible in some fashion whenever the dog is in the common area. It must be obvious to management and other residents that your dog is properly registered.

4. If you are observed failing to pick up after your pet, **you may be called to a hearing and be fined.**

5. Please throw your pet waste *in the dumpster!* Please do not use the recycle bin or the cigarette disposals **or leave it by your front door.**

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 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, and backyards. This is considered a health hazard for the unit below and next door. Deck surfaces that have been 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 always on a leash while in the common area and held by a person that can control 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 licensed and 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 or chip 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 whether the 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 for documented service animals. (Orange County Health Department)

15. Excessive dog barking is not allowed and will be considered a nuisance. Orange County Animal Control and the City of Santa Ana 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 animals *inside* their unit. *Do not* leave food bowls outside of the front door, sidewalks, balcony, patio, or backyards. This 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. A second violation or complaint and the Board of Directors 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 federally protected animals. *Please do not feed, harass, or harm our ducks.*

VEHICLE PARKING

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

MAXIMUM speed limit in The Redwoods complex is 5 MPH.

NOTE: THE FOLLOWING RULES WILL BE ENFORCED FROM 6pm to 6am EVERY DAY.

1. Our parking patrol service is our primary contract to track resident parking and enforce towing. Refer to front cover for their number.

2. A maximum of ONE (1) vehicle per household is authorized by our parking patrol service (with proof of residency) to park in open area parking. *The vehicle owner will be given a Redwoods parking decal that must be affixed to the vehicle's front upper right windshield underneath the tinting.* This vehicle must be parked in OPEN AREA PARKING or your own assigned parking space. Only the permitted vehicle registered with our parking service may park 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 assigned carport or on the public street. *Vehicles parked in the open parking area MUST be registered or they will be subject to a citation and/or towing at the owner's expense. **Important to note: Your parking permit must match the specific vehicle and license plate that was assigned at the time of registering the vehicle with the Association.***

3. *Vehicles parked in any open space must be moved to a different open space at least every 72 hours or they will be subject to a citation and/or towing at the owner's expense. **If you plan on being away for more than 72 hours, and your permitted car is parked in an open parking space, you must notify TRITZ PROPRTY***

MANAGEMENT (714) 557-5900 that you need to SAFELIST your vehicle. You will be given a form to complete regarding the dates, permit number and open space where the vehicle will be parked.

4. No trailer, motor home, commercial truck, camper, or boat shall be kept or maintained ANYWHERE on The Redwoods property. (Per CC&R's Article IV, Section10)

5. 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 in a vehicle of this size. *Please park on the street.*

6. 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 cannot be started on its own, it is considered an inoperable vehicle and must be removed from the property. Vehicles cannot be "pushed" or towed to a different parking space. (Per CC&R's Article IV, Section10)

7. If your carport faces a resident's window or sliding glass door, you must park head-in. This will prevent gas fumes from going into other residents' homes.

8. Double parking and parking in the fire zones (Red Zone) is prohibited and subject to immediate towing at the owner's expense.

9. No parking at an angle in any carport or open parking space.

10. No motorized or electric vehicle of any type (to include 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!*

11. If there is an illegally parked vehicle in your assigned carport (not an open parking space), you, the homeowner or tenant, must contact the Santa Ana Police Department and report that you are having a vehicle towed from your assigned carport. This will prevent 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)**

12. Authorized commercial vehicles are permitted to be parked on the property only during times they are performing repairs or maintenance duties.

13. If your moving company damages the side of any structure on The Redwoods property, the homeowner shall be held responsible for paying the cost of repairs.

14. Excessive noise from 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.

15. No unsightly equipment or materials shall be visibly stored in/on any vehicle.
16. *Your vehicle must fit in your assigned carport or open parking space.* If your vehicle is sticking out of the parking stall or when parked in an open parking space, you may be required to park your vehicle on the public street if your vehicle is too big.
17. No motorcycle shall occupy a single open parking space between the hours of 6pm to 6am. Please park in your own carport.
18. **Car covers may be used; however, they must be kept clean and in good condition and display a parking decal when parked in an open parking space.**
19. **One violation (citation) will be allowed within a 1-year (365-day) period. Once a violation notice has been given within that 365-day time frame, *and you are in violation again*, your vehicle will be subject to tow at the owner's expense.**

VEHICLE REPAIRS

1. Vehicle repairs, including painting, are *not allowed* anywhere on the property of The Redwoods. Tire and battery changes are authorized due to emergencies.
2. Oil changes and engine overhauling are not permitted under any circumstances.
3. Vehicle owners, residents or homeowners 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. *This includes any open parking space and carports.*

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 countertops.
4. Animals are prohibited from going into any laundry room. (With the exception of Service Dogs)

5. *DO NOT prop open the laundry room doors with rocks or sticks or any other item.* This damages the door and costs money to repair. Please keep the laundry room secure to prevent homeless or other unauthorized people from entering. Please discard your detergent boxes and fabric softener sheets in the trash can.

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 on the bulletin board at the front office. Limit to 3x5 inches. (This excludes HOA community events) Please do not post them on trees, light posts, or mailboxes.

3. "For Sale," "For Lease," or "For Rent" signs are permitted in the windows of your *unit only*. The size of such signs is limited to *no more than* (9) square feet (3 feet by 3 feet). Please do not post signs on the grass area or other common area. (CC&R's Article IV, Section 6)

4. A "Political" sign for an election may be posted in the windows of your *unit only*. The size of such signs is 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 area. (CC&R's Article IV, Section 6)

5. A "Sporting banner" may be posted in the windows of your unit *during that sporting season only*. The size of such signs is 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 area.

SMOKING

Please be aware that smoke from cigarettes or marijuana may migrate through the vents and walls of your unit and from patio to patio and may be determined to be a nuisance by the Board of Directors. Further, marijuana users are prohibited from smoking in any manner the Board of Directors deems to be a nuisance to any other resident. Marijuana remains illegal under Federal law; such that 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 AND SMOKE ALARMS

The purpose of a smoke detector is to provide 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** 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. Owners of multi-family properties that rent or lease apartments or condos in California are required to comply with the law.

Senate Bill No. 183

National Fire Protection Association, sections 5.1.1.1

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 Tritz Property Management (714) 557-5900. (Phone numbers are located at the front of this booklet)

The Association may, in its discretion, pursue any one or a 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 remedy authorized by law. All available remedies are cumulative and not exclusive.

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

1. First offense – During walkthrough inspections, violators may receive a written warning or “door hanger.” This is asking for your voluntary compliance.
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, if not already levied. Written notification of this action will be sent via first class mail. 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 may attend the hearing or submit your position in writing to the Board of Directors prior to the hearing date. If you intend to attend the hearing, you should contact natalia@tpms.net 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 cannot attend the hearing or provide the Board with a written statement or request a subsequent hearing date. **THE BOARD MAY STILL PROCEED WITHOUT YOU BEING PRESENT. THE FINDINGS OF THE BOARD ARE FINAL.** Written notification of the Boards 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 Boards 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.

<u>SCHEDULE OF FINES</u>

FINES ARE AS FOLLOWS:

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

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

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

- Full restitution, 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 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:

- 1st Violation – Warning or fine: \$50.
- 2nd Violation – Same offense: \$250.
- 3rd Violation – Same offense: \$500
- Additional Violations – Same offense: \$750.
- Vandalism and/or endangering others – \$500.
- Continuing violations - \$100.00 a day
- Suspension of Privileges – Up to 30-day suspension of all recreational facilities.

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

ESCROW INSPECTION

When you sell your condominium, the HOA will now require an "Escrow Inspection" BEFORE you close escrow. A check list will be posted on the Redwoods website, and it will also be available in the new 2025 Rules booklet when they get distributed as well as the front office. You can find the form in the back of this booklet. The Escrow Inspection Form can be found in the back of the handbook.