

HAWKS POINTE ASSOCIATION

RULES & REGULATIONS

ASSOCIATION

These Rules and Regulations are subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("CC&Rs") for Hawks Pointe Association ("Association"), the Association's Articles of Incorporation, and its Bylaws. These documents, together with these Rules and Regulations, collectively referred to as the "Governing Documents," establish and govern the Association and the community. The Board of Directors of the Association ("Board") has the power to revise the rules, regulations, guidelines, policies, and procedures set forth in these Rules and Regulations from time to time. If you would like to contribute suggestions for these Rules and Regulations, then please submit them to the management company for consideration by the Board.

GENERAL RULES

The Rules and Regulations are intended as a guide to the conduct and activities of all members, tenants, residents, and their guests.

The Association is located within the Cities of La Mirada & Fullerton, and all ordinances and codes apply. Each residential lot shall be used exclusively for residential purposes. No business or commercial activities of any kind whatsoever shall be conducted within any residential lot without the prior written approval of the Board, provided that the foregoing restriction shall not apply to the signs or activities of the Association in the discharge of its responsibilities under the Governing Documents. No restrictions contained in this Section shall be construed in such a manner so as to prohibit any Owner from (a) maintaining his or her personal library in his or her residence, (b) keeping his or her personal business records or accounts therein, (c) handling his or her personal or professional telephone calls or correspondence therefrom, (d) leasing or renting his or her residence in accordance with the CC&Rs, or (e) conducting any other activities otherwise compatible with residential use and the provisions of the Association's Governing Documents which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization.

CHANGES IN RULES AND REGULATIONS

The Board may, in accordance with the CC&Rs, alter, amend, revoke, or add to these Rules and Regulations. Owners are given at least 28 days to review any proposed changes and are allowed to comment on the proposed rule change(s). When notice of any rule change is given to any owner, it shall have the same force and effect as if originally made a part of the Rules and Regulations.

ENFORCEMENT

All owners, residents, and guests are required to abide by the established rules. Owners are held responsible for the actions of their tenants, guests, contractors, and other residents of the home. Anyone refusing to comply with these rules may face corrective action by the Board.

If there is a violation of the Association's governing documents, a member can submit a Violation Complaint Form to the management company, describing the violation, the Lot/address of the violator, and all other pertinent information, including the reporting member's information. If a member would like to report a violation, please contact the management company for a Violation Complaint Form.

Except in those cases where a violation is easily visually verified (e.g., storage of trash cans, unauthorized architectural improvements, etc.), Owners wishing to report a violation must do so in writing.

Anonymous letters or complaints will not be acted upon unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board will not routinely provide the identity of the Owners alleging the violation, it does not guarantee that the same will remain anonymous or that it has any duty to protect the privacy of such complaints. In the case of such complaints that may be difficult to verify, the Owners alleging the complaint should be prepared to come before the Board to discuss their claims, if the matter should come into dispute. The complaining Owner's identity and complaint will be disclosed to the Owner who receives a hearing notice for their violations.

FAILURE TO CORRECT THE VIOLATION BY THE OWNER/TENANT MAY RESULT IN FINES AND/OR LEGAL ACTION, THE COST OF WHICH WILL BE THE RESPONSIBILITY OF THE UNIT OWNER.

RULES AND REGULATIONS

The following are rules and regulations that Owners, residents, tenants, and guests must observe and comply with at the Hawks Pointe Association development ("Project").

ANIMALS

(CC&Rs Article II, Section 2.6)

1.1. Compliance with City and County. All Owners must comply with City and County laws and regulations regarding the control and health of pets. All City and County animal control ordinances shall be enforced. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats, or other animals without a license or identification tag may be reported to the local Animal Control for pickup. Aggressive animals, animal bites to persons, excessive dog barking, and complaints should be reported to the appropriate agency or directed to the Los Angeles County Animal Control.

1.2. Maximum Number of Pets. A reasonable number of common household pets may be kept in each Lot so long as the same are not kept, bred, or maintained for commercial purposes, except that caged birds or fish in an aquarium may be kept and

maintained in reasonable numbers. No other animals, or poultry of any kind shall be kept, bred, or raised in any Lot.

1.3. Leash Use. Pets must always be on a leash by a capable person in any Association Property. Pets must be under the owner's control when in the Common Area.

1.4. Pets and Common Area. No household pets shall be left chained or otherwise tethered in the Common Area. All Owners must promptly clean up any mess left by their pets in the Common Area.

1.5. Owner Responsible for Conduct of Pet. Each person bringing or keeping a pet in the Project shall be absolutely and solely liable to other Owners and their guests for injury to persons or damage to property caused by any pet brought upon the property by such person or by members of his/her family or guests. Additionally, any damage to the Association Property caused by a pet will be repaired and/or replaced at the pet owner's expense, including, without limitation, claw marks, urine stains, scratches, and marks from leashes rubbing on corners of walls. If any pets become a general nuisance, restrictive action will be taken.

1.6. Association Not Responsible for Conduct of Pets. The Association, its Board, officers, employees, and agents shall have no liability to any Owners, their family members, guests, invitees, tenants, and contract purchasers for any damage or injury to persons or property caused by any pet.

1.7. Noise. Continual noise, disturbance, and/or nuisance of any pet in the community is prohibited. No dog whose prolonged barking (or other prolonged noise-producing pet) unreasonably disturbs other Owners or occupants shall be permitted to remain in the Project.

1.8. Waste Control and Disposal. Fecal waste deposits made by pets in the Common Area, including Exclusive Use and landscaped areas, must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before being properly disposed of in a trash receptacle.

1.9. Removal. If, after notice and a hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Project.

ARCHITECTURAL MODIFICATIONS

2.1. Modifications. Owners should review and familiarize themselves with the provisions of the CC&Rs and the Hawks Pointe Residential Design Manual. All modifications affecting the exterior appearance and interior structural integrity of the home or garage must have the approval of the Design Review Committee or Board of Directors before construction can begin. The required notification procedure and details are given below. Violations will be subject to a fine assessment and/or removal of the modification.

2.2. Submissions. All written submissions must be on a minimum 8.5" by 11" sheet of paper. Detail the dimensional specifications and materials, including a scale plan

of the proposed modifications with its relationship to the existing building, and a completion schedule.

2.3. Approvals / Disapprovals. The Design Review Committee or Board of Directors will advise the homeowner of approval or disapproval in writing within sixty (60) days. A city permit does not constitute approval.

2.4. Permits. A city building permit is required for certain types of modifications. This is the responsibility of the homeowner and/or the contractor. A copy of the permit must be sent to the Board. All modifications must meet state and local codes and safety requirements.

2.5. Fences, Doors and Windows. Replacement or modification of existing fences, doors or windows on the home that are visible from the street must have approval. Use of sheets, blankets, boards, aluminum foil or other such items as window coverings are prohibited. Residents are required to have uniform window coverings (i.e. blinds, drapes, curtains or shutters). Homeowners must seek approval from the Board prior to any window replacement. All window screens must be properly installed on the track and free of holes.

2.6. Antennas/Satellite Dishes. Installation of antennas, satellite dishes, poles, or flag poles requires written approval from the board or Design Review Committee before installation. Installation must not encroach upon any other owners' property.

2.7. Maintenance. Maintenance of any exterior additions or alterations is the responsibility of the homeowner and their successors, forever.

2.8. Signs, Flags, and Decorations. Residents may post or display noncommercial signs, posters, flags, or banners on their private property unless such posting or display violates a local, state, or federal law or its removal is required for the protection of public health or safety. A noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the yard, window, door, balcony, or outside wall of a residence, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

Security and rental/sale signs are limited to two such signs of customary size (18" x 24" or less). Signs such as security, rental, or sale are not allowed in common areas. Noncommercial signs and posters that are more than nine (9) square feet in size and noncommercial flags or banners that are more than 15 square feet in size are prohibited.

Political signs may be displayed only within a resident's exclusive use area and are not permitted in any Common Areas. Signs may be placed no earlier than two (2) weeks before an election and must be removed no later than five (5) days after the election.

The acceptable timeframe for outdoor holiday decorations or indoor holiday decorations that are visible from the outside is limited to no more than thirty (30) days prior to the day of the holiday and must be removed within five (5) days after the holiday.

Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners.

2.9. Ordinances. Owners are required to comply with all city, county, and state building/housing ordinances. Violations will be reported to the proper authority for correction and resolution.

2.10. Constructions/Repairs. Construction or major repairs may only be performed during the hours of 7:30 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturday. The only exception will be for emergency work.

2.11. Landscaping. Landscaping additions and revisions are considered improvements and are subject to review by the Design Review Committee. Members are encouraged to familiarize themselves with the provisions of the Hawks Pointe Residential Design Manual, including setback requirements for the planting of trees and bushes.

The planting of Cypress and Juniper trees is prohibited due to fire and rodent-related concerns.

Trees, hedges, and bushes shall be trimmed and maintained in an attractive shape. Dead palm fronds must be removed.

Irrigation and water usage must comply with applicable state laws and local ordinances. Leaks must be promptly addressed and fixed.

2.12. Sports Structures. Permanent sports structures, including, without limitation, basketball goals, require an approved Architectural Review Request. Portable sports equipment structures may be placed on an owner's property, but shall not obstruct the use of sidewalks or streets or endanger public safety. When not in use, portable sports structures must be stored in a manner that prevents them from being visible from the street. Sports structures may only be used between the hours of 8:00 a.m. and 8:00 p.m., and use of such structures is subject to the nuisance provisions of the Association's governing documents. Portable sports structures must be secured or removed in the event of heavy winds or other severe weather. Owners, residents, and guests assume and accept all risks and liabilities associated with the placement and use of portable sports equipment structures, including the risk of injury, property damage, and liability to themselves and others.

2.13. No Common Area Modifications. No owner may make modifications to the Association's common areas, including removing, altering, or adding anything to any portion thereof.

PARKING AND TRAFFIC (CC&Rs Article II Section 2.5)

3.1. Fire Lane. Parking in a fire lane is strictly prohibited at all times. Any vehicles parked in a marked fire lane or within fifteen (15) feet of a fire hydrant at any time, are subject to immediate towing without warning or notice at the vehicle owner's sole

expense. In addition, fines may be imposed against the appropriate homeowner by the Board of Directors.

3.2. Vehicle Maintenance. No repairs, restorations, or mechanical maintenance of any vehicle or equipment shall be conducted in the Common Area of the Association Property, with the exception of emergency automobile repairs. No vehicle is permitted to leak fluids of any kind, including but not limited to, anti-freeze, oil, transmission fluid, brake fluid and/or gasoline or diesel, at any time. The homeowner/tenant responsible for any vehicle in violation of this Rule will be solely responsible for any costs incurred in the cleanup of any automotive spillage. The Board of Directors reserves the right to impose additional fines for this violation. All Authorized Vehicles, motorcycles, mopeds and bicycles within the Project must be operable and possess a current license and registration.

3.3. Noise. No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or the sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.

3.4. Towing. Any vehicles parked in any manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard, or is in violation of these rules may be towed away at the vehicle owner's expense. Owners should contact the Association, or the appropriate party as designated by the Association, who shall be responsible for taking appropriate action, including, if necessary, calling the towing company. The Association is not obligated to provide any notice (including, but not limited to, a letter mailed to the Owner or a notice posted on the vehicle) to a vehicle owner and/or an Owner before the vehicle is towed and/or an Owner is fined or penalized due to violations of these rules, unless otherwise provided by law. The Association shall not be liable for any damages incurred by the vehicle owner if the vehicle was removed for violating the Association's parking rules or for any damage to the vehicle caused by the removal.

3.5. Car Alarms. Should a car alarm continue to go off, the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Project.

3.6. Unauthorized Vehicles. Please refer to Article 2, Sections 2.5.1 through 2.5.4 of the CC&Rs.

3.7. Association Not Responsible for Tree-Related Damage to Vehicles. Trees are planted in various portions of the Association's Common Areas. Most were selected and planted in connection with the community's original development and provide shade, beauty, and value to the community. Leaves, pollen, and sap are natural products of trees, and persons parking vehicles under Common Area trees assume the risk that leaves, pollen, and sap may be deposited on their vehicles. The Association is not responsible for damage to vehicles resulting from such natural occurrences.

3.8. Gate Access. Residents are to use RFID tags and/or the four digit code provided by the association for entry to the community. The guardhouse attendant will not open the gates for residents upon demand.

SOLICITATION AND PEACEFUL ASSEMBLY

4.1. Commercial solicitation is generally prohibited within the Association. "Solicit" or "solicitation" means: (1) any request, plea, demand, or invitation, or attempt thereof, to give money or property for any charitable purpose, without prior invitation, appointment or consent, made upon any private property or Common Areas within the Association in which the solicitor has no possessory or ownership interest; or (2) the sale of, offer to sell, or attempt to sell, for any charitable purpose and without prior invitation, appointment, or consent, any advertisement, advertising space, book, card, chance, coupon device, magazine subscription, membership, merchandise, ticket of admission, or any other thing or service upon any private property or Common Areas within the Association in which the solicitor has no possessory or ownership interest.

Solicitation is *not*:

- Communication that is political, religious, or charitable in nature and that does not involve solicitation of money, funds, contributions, or anything of value.
- Delivery of items ordered by resident or business (newspapers, groceries, etc.)

Civil Code 4515, approved by the Legislature in 2017, lists certain permitted activities regarding assembly and communication that are classified as permitted activities within a common interest subdivision. The Legislature's intent was to ensure that members and residents of common interest developments can exercise their rights under the law to peacefully assemble and freely communicate with one another and with others with respect to common interest development living or for social, political, or educational purposes. These rules describe those permitted activities.

While the law grants these rights to members and residents of a community association, the privacy rights of all must be respected. The privacy of any individual who indicates they are not interested or do not desire to receive communications of this nature must be respected.

4.2. Permitted Activities. Owners and residents may engage in the activities described below:

(a) Peacefully assembling or meeting with members, residents, and their invitees or guests during reasonable hours and in a reasonable manner for purposes relating to common interest development living, Association elections, legislation, election to public office, or the initiative, referendum, or recall processes.

(b) Inviting public officials, candidates for public office, or representatives of homeowner organizations to meet with members, residents, and their invitees or guests to speak on matters of public interest.

(c) Using the Common Area, or with the consent of the member, the area of a separate interest, for an assembly or meeting described in paragraph (a) or (b) when that facility or separate interest is not otherwise in use.

(d) Canvassing and petitioning the members, the Association board, and residents for the activities described in paragraphs (a) and (b) at reasonable hours and in a reasonable manner.

(e) Distributing or circulating, without prior permission, information about common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes, or other issues of concern to members and residents at reasonable hours and in a reasonable manner.

4.3. Use of Common Area. A member or resident of the Association shall not be required to pay a fee, make a deposit, obtain liability insurance, or pay the premium or deductible on the Association's insurance policy, in order to use a common area for the activities described in paragraphs 1(a), (b), or (c) of the Permitted Activities.

4.4. Responsibility for Damage to Common Area. A member or resident of the Association that utilizes common facilities for the activities described in paragraphs 1(a), (b), or (c) of the Permitted Activities shall be responsible to restore those areas to the pre-event condition and repair or reimburse the Association for any damage occurring to those facilities during the course of the event.

4.5. Notice to Association. An Owner or resident who desires to use common areas for the purposes set forth in 1(a) or (b) shall provide the Association with ten (10) days' notice to avoid conflicts in case said areas are subject to a previously scheduled activity, and to confirm said areas are available for use at the requested date and time of the assembly.

OWNER AND TENANT RESPONSIBILITIES

5.1. Owners are responsible for the actions of their guests, tenants, and their tenant's guests as they pertain to the recreational and common areas. All fines for non-conformance to these Rules and Regulations are assessed against the unit and are the responsibility of the owner.

5.2. Owners must provide tenants with a copy of these rules and regulations. Additional copies are available. There is no charge for copying documents on the website. All rental agreements must contain a clause binding the tenancy to these rules and regulations.

5.3. With each change of tenant occupancy, owners must submit a form informing the management company the name of the tenant(s), their phone number, email address and the make, color, and license number of all vehicles owned by tenants within 15 days after the move-in date. This form is available from the management company. Failure to comply could result in a fine to the owner.

5.4. Owners shall notify management within 30 days of any change in owner's address or contact information.

OFFENSIVE CONDUCT & NUISANCES

6.1. No Dumping. No person shall discharge into the Project's sewer system or storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, or welfare of any Owner, or which violates any law or subjects any Owner to liability under state and federal law for any clean-up, or which causes injury or damage to a neighboring property, Association Property, or business elsewhere on the Project. This includes washing off driveways or garages due to oil stains or spills.

6.2. Noise. Please be courteous in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other residents are not disturbed. After 10:00 p.m., the volume must be significantly reduced to keep from disturbing other residents.

6.3. Odorous Matters. No odorous matters shall be emitted from any Lot in such quantity as to be readily detectable by other owners/residents.

6.4. Trash. (CC&Rs Article II, Section 2.8) Trash containers shall only be placed at the curb for pick up the day before trash pick-up and must be removed and put away the same day that trash is picked up. Trash containers must be stored out of view of other Lots at all times except when placed at the curb for pick-up on trash collection days.

6.5. Unightly Items. (CC&Rs Article II, Section 2.8) Storage of building materials, refuse or any other materials in the Properties is prohibited, except building materials may be kept in areas designated by the Design Review Committee temporarily during construction which has been approved by the Committee. No unsightly items may be visible from the street or common area, including, without limitation, shoes, clothing, building materials, oil stains or cardboard in driveways, toys, and refuse.

CONDUCT AFFECTING INSURANCE

7.1. Please refer to the CC&Rs for additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Management Company.

Nothing shall be done or kept on any Lot, Exclusive Use Common Area, or the Association Property that will increase the rate of insurance without the approval of the Association.

No Owner shall permit anything to be done or kept in his or her Lot, or in the Association Property, which could result in the cancellation or suspension of insurance or which would be in violation of any law.

An Owner who is responsible for an increase in the rate of insurance for the Association Property shall be personally liable for the cost of the additional insurance premiums.

**HAWKS POINTE ASSOCIATION
VIOLATION COMPLAINT FORM / WITNESS STATEMENT**

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING RESIDENT WITNESS(ES) TO ALLEGED VIOLATION:

Witness (1) Name	Address	Phone No.
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Witness (2) Name	Address	Phone No.
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INFORMATION CONCERNING ALLEGED VIOLATOR(S):

Alleged Violator (1) Name	Address	Phone No.
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Alleged Violator (2) Name	Address	Phone No.
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INFORMATION CONCERNING ALLEGED VIOLATION:

Alleged Violation Date	Time	Location
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Section(s) of CC&Rs, Bylaws, Rules and Regulations, etc. which was/were allegedly violated

WITNESS' OBSERVATIONS:

Were any photographs taken? (circle one) Yes No

By whom? _____

Attach all photographs to this form or forward to the Association as soon as possible. Include the photographer's name, the date the photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS AND, IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature

Date Signed

Printed Name

Please submit form to:

