

**HIDDEN MEADOWS RANCH
HOMEOWNERS ASSOCIATION**

RULES and REGULATIONS

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Rules and Regulations**

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I. MEMBERSHIP INFORMATION

The Hidden Meadows Ranch Homeowners Association offers many advantages to the homeowner. In order to protect and preserve these benefits, certain limitations and restrictions are placed on Owners as members of the Association.

The Hidden Meadows Ranch Homeowners Association is a California non-profit Association consisting of those Owners of residences within the boundaries of Hidden Meadows Ranch (the "Community").

The purpose of the Hidden Meadows Ranch Homeowners Association is to ensure that the Common Area and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of all Owners.

The attached Rules and Regulations have been developed with consideration given to providing each Owner with the greatest enjoyment of the Common Facilities, without infringing on other Owners and their rights to the quiet enjoyment of their homes and the Community.

Although these Rules and Regulations support the Community Declaration ("CC&Rs"), they do not cover the entirety of that document. Please be sure to read the CC&Rs and all other Association Governing (including, but not limited to, the Articles of Incorporation and the Bylaws) Documents carefully.

II. GENERAL GUIDELINES

A. COMMON AREA RULES AND REGULATIONS

1. No noxious or offensive activity shall be carried on in any Homesite or any part of the Community, or shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owner's respective Homesite, or which shall in any way increase the rate of insurance.
2. Any damage to the Common Area or property of the Association caused by another Owner or a member of that Owner's household, the Owner's tenant, guest (or tenant's guest) shall be repaired at the sole expense of the responsible Owner.
3. The vehicle speed limit on all public and private streets within the Community shall be 25 MPH.

B. MAINTENANCE AND OCCUPANCY OF HOMESITES

1. All structures and improvements on Homesites within the Community shall at all times be maintained by their respective Owners in a clean, first-class and properly painted condition. This rule applies to homes, fences, walls and all landscaping.

2. No tent, shack, trailer, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.
3. No Owner shall be permitted to lease such Owner's Homesite for transient or hotel purposes, or for a period of less than thirty (30) days.
4. No Owner may lease less than the entire Homesite.
5. Any lease agreement is required to provide that the terms of the lease shall be subject in all respects to the provisions of the CC&Rs, the Bylaws and any Rules and Regulations adopted by the Association, and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.
6. All leases are required to be in writing. Any Owner who enters into a lease of his/her Homesite shall notify the Association, using the attached Tenant Registration Form (Exhibit "A") and the Vehicle Registration Form (Exhibit "B") regarding the tenant(s) and/or lease as the Board deems pertinent for purposes of notice and access into the Community (such as names and contact numbers of the tenant, the Owner's off-site address(es), the make and model of the tenant(s)' vehicles, and their license plate numbers). Owners are required to provide this information within seven (7) days of the commencement date of the lease/rental agreement and for each successive lease/rental agreement entered into thereafter for the Homesite
7. No Homesite shall be occupied and used except for residential purposes by the Owners, members of their household, their tenants, and social guests, and no trade or business shall be conducted therein, as set forth in the Association's Governing Documents.
8. No part of the Community, including any Homesite, shall ever be used or caused to be used directly, or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes. However, once a year garage sales shall be permitted. In addition, as noted in Article 8, Section 8.2.2 of the CC&Rs, this restriction shall not preclude professional and administrative occupations within the Community, or other reasonable business activity, which have no external signs or other external evidence thereof, for so long as such occupations are in conformance with all applicable governmental ordinances, are merely incidental to the use of the Homesite as a residential home, and do not in any manner disturb other occupants or generate pedestrian traffic, deliveries or other nuisance.

C. OWNER RESPONSIBILITIES REGARDING MEMBERS OF THEIR HOUSEHOLD, TENANTS, GUESTS, ETC.

1. The Owner shall have the responsibility to acquaint members of their household, their tenants and guests (including tenants' guests) with the Hidden Meadows Ranch Governing Documents.

2. The Owner shall provide the Association with a signed statement by his/her tenant that he/she has received a copy of these Rules and Regulations and the Association's CC&Rs and that he/she agrees to comply with these Rules and Regulations and the Association's CC&Rs. The form to be signed by the tenant is the Tenant Registration Form attached as Exhibit "A."
3. For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration.
4. The Owner will, at all times, be responsible for members of his/her household, his/her tenants, his/her guests, and/or his/her tenants' guests, compliance with all of the provisions of the Hidden Meadows Ranch Governing Documents. Penalties and other actions to correct violations will be assessed against the Owner, even though a member of the Owner's household, a tenant, guest (or the tenant's guests) committed the violation.
5. The Owner is solely responsible for payment of assessments. Owners cannot delegate this responsibility to their tenants. Failure to pay the assessment may result in a notice of lien being recorded against the Homesite, possible foreclosure action against the Homesite, and/or legal action being initiated against the Owner to collect the amounts due.

D. GARBAGE AND REFUSE DISPOSAL

1. All rubbish, trash and garbage shall be regularly removed from each Homesite and shall not be allowed to accumulate thereon.
2. All clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited within the Community, unless obscured from the view of adjoining Homesites and streets.
3. Refuse containers shall be placed out for collection no earlier than noon of the day before a scheduled refuse collection day.
4. Refuse containers shall be removed from view no later than noon of the day after a scheduled refuse collection day.

E. PARKING RULES

1. Each Owner/Resident must register all vehicle(s) attributable to his/her Homesite with the Property Management Company. The Vehicle Registration Form is attached as Exhibit "B."
2. No garage shall be used at any time for residential purposes, business purposes or any purpose that would interfere in any manner with the availability and use of such garage for the purpose of motor vehicle parking for all vehicles attributable to the Owner and/or occupants of the Homesite, up to the number of vehicles for which such garage was designed to accommodate.

3. Parking in driveways shall be permitted only at such times when the Owner's garage is already occupied by the number of motor vehicles for which it was designed to accommodate, and said garage will not accommodate all of such Owner's/occupant's vehicles. Driveway parking is permitted in these circumstances on the condition that the parking does not block any sidewalk or obstruct pedestrian or vehicular traffic in the Community.
4. Full or partial parking on driveway extensions is not allowed.
5. Street parking of motor vehicles belonging to the Owner and/or the occupants of a Homesite shall be limited to temporary additional parking, for a limited period not to exceed forty-eight (48) hours. Street parking shall not be permitted on a permanent or repetitive basis.
6. Parking within fifteen (15) feet of any fire hydrant within the Property shall at all times be prohibited and the offending vehicle may be towed, at the vehicle owner's expense and without further notice.
7. The applicable Public Agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances contained within the Property.
8. No trailer, camper, boat, recreational vehicle, golf cart, mobile home or similar equipment or inoperable automobile, or commercial-type vehicles (e.g., stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, limousines or vehicles with commercial signage) shall be permitted to remain within the Community, unless placed and maintained entirely within the garage of a Homesite or obscured from the view of adjoining Homesites and streets.
9. Parking of recreational vehicles and mobile homes on the private streets in the Community is permitted only for loading and unloading, for a limited period not to exceed forty-eight (48) hours. Street parking shall not be permitted on a permanent or repetitive basis. The foregoing restrictions shall not be deemed to prevent washing and polishing of such motor vehicle, boat, etc., together with those activities normally incident and necessary to such washing and polishing.
10. Motor vehicles leaking oil shall be repaired immediately so as to not leak oil on Community streets or Homesite driveways. Oil stains shall be immediately removed.
11. Garage doors shall be kept closed at all times when the garage is unattended.

F. PET RULES

1. An Owner may keep and maintain in such Owner's Homesite only a reasonable number of domesticated pets such as dogs, cats or other usual and ordinary household pets, as may be permitted by the Rules and Regulations adopted by the Board from time to time, provided that such pets shall not be allowed in the Common Area except as may be permitted by the Rules and Regulations.
2. A "reasonable number" will usually be interpreted to mean no more than two (2) dogs and two (2) cats.
3. The Board at its sole and absolute discretion may determine what constitutes a reasonable number of pets in any particular circumstance.
4. Except as hereinabove provided, no animals, livestock, birds or poultry shall be brought within the Community or kept in any Homesite.
5. Owners keeping pets shall be accountable to the other Owners and Community residents for the acts of such pets, and should any Owner or resident be unable to control barking or other noise or acts of such Owner's/resident's pets which disturb any neighbors, such Owner/resident may be required to remove such pet from the Community. The Board may prohibit the maintenance of any pets by an Owner which, in the Board's opinion, creates a disturbance of the peace and/or quiet enjoyment of other Owners, creates or will create a threat to the safety of other Owners/Residents (e.g., the Board determines the animal to be dangerous), or otherwise constitutes a nuisance to any Owner in the Association (e.g., by creating frequent and/or continuous noise). Disturbances caused by frequent or continued noise by any pet will not be allowed.
6. Each Owner of a pet shall clean up and remove any animal waste such pet may deposit on the Common Area or the property of another Owner.
7. No dog shall be allowed on the Common Area without being on a leash and supervised by a person capable of controlling the dog. No animal is permitted to run at large on the Common Area.
8. Any Owner (including such Owner's family, tenants and guests) who maintains any pet, animal, reptile, livestock or other living creature of any kind, within the Community, whether in compliance with the CC&R's and the Rules and Regulations or otherwise, shall indemnify, defend and hold the Association, its Board of Directors, managing agent, officers and employees harmless from and against any damages, claims, causes of action or losses of any kind or nature, including reasonable attorney's fees and costs, incurred by the Association as a result of any alleged damage or injury caused by such living creature to the Association, to its property, to the Common Area, or the Owners, their family, or guests, or their property.

9. Facilities for the confinement of pets shall be obscured from the view of adjoining Homesites and streets. Examples of such facilities would be cages, doghouses and pet runs.

G. SIGNS AND DISPLAYS

1. No commercial sign or billboard of any kind shall be displayed by any Owner on a Homesite, except for one sign of reasonable size, advertising that the particular Homesite is for sale or rent.
2. A single Open House sign may be displayed on a Homesite for no longer than 6 hours on any one day. Open House signs are not allowed on Community property.
3. Non-commercial signs, posters, banners or flags may be displayed on or in a Homesite (window, door, balcony, or yard).
4. Construction signs shall be removed from a Homesite within 30 days of construction completion.
5. Signs, posters, banners or flags may not be displayed on the Common Area.
6. Signs, banners or flags that endanger public health or safety, or violate a local, state or federal statute (e.g., advocating hate crimes) may not be displayed.
7. No provision herein shall be read or construed to prohibit the posting or displaying of non-commercial signs, posters, banners or flags on or in an Owner's Homesite in accordance with California Civil Code Sections 1353.5 and 1353.6.
8. The Board shall have the right and power to impose reasonable restrictions on the duration of the posting or displaying of non-commercial signs, posters, banners or flags, subject to the provisions of California law and the Association's Governing Documents.

H. PORTABLE SPORTS APPARATUS

1. Portable sports apparatus, e.g., basketball hoops, shall be stored on a daily basis in the Homesite garage or placed behind Homesite fencing when not in use.
2. Portable sports apparatus shall not be in view any earlier than 8:00 AM or any later than 8:00 PM. on a daily basis.

III. ENFORCEMENT POLICY

It is each Owner's responsibility to inform the Association in writing of the address to be used for the purpose of receiving notice, if it is different from the Owner's property address within the Association. Please hand deliver or send by first-class mail any change in mailing address to the Association's Property Management Company. If the Association has not been notified, in writing, of such a mailing address change from a member for purposes of fulfilling notice requirements, notice shall be deemed to have been given by the Association if mailed to the address of the Homesite owned by such Owner.

A. FILING OF COMPLAINTS

It is the right and duty of each Owner to report, in writing; to the Board of Directors any alleged violations of the Association's Governing Documents (including, but not limited to, the CC&Rs, Bylaws, Articles of Incorporation, Rules and Regulations, and/or other Association Governing Documents).

A written Complaint Form must be filed by an Owner in order for the Board to act upon an alleged violation. A copy of the Complaint Form is attached as Exhibit "C." The formal Complaint Form contains the information needed for the Board to act upon the alleged violation. Each complaint must cite the name, date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation.

If so requested by the Board, it will also be the responsibility of the person filing a complaint to appear before the Board to be heard regarding the alleged violation. In the absence of a fully completed complaint by an Owner, the Board may not be able to act upon requests for enforcement of the Governing Documents.

The Board of Directors is authorized to impose Special Assessments, and fines, to temporarily suspend certain Owner privileges, and to impose other appropriate sanctions for an Owner's (or members of the Owner's household, or tenants, or guests of the Owner's Homesite) failure to comply with the Association's Governing Documents.

B. NOTICE OF HEARING

After the Board of Directors has received a bona fide written complaint alleging an Owner, or members of the Owner's household, the Owner's guests, tenants, (including tenant's guests), licensees, residents, or other occupants of Owner's Homesite, or other third persons affiliated or associated with the Owner's Homesite, has violated a provision of the Association's Governing Documents, the Board may notify the Owner of the alleged violation(s) and/or may cause a Notice of Hearing letter to be sent to the accused Owner. The notice will state the date, month, and year of the alleged violation, with specific reference to the alleged violation. The notice will also give the date, time and location when the Owner will have an opportunity to be heard, either in person and/or in writing, by the Board of Directors before any penalty and/or disciplinary action is imposed.

Any such Notice of Hearing shall be considered duly given when served on the Owner, either by personal service, or by first-class mail to the last known address of the affected Owner, at least fifteen (15) days prior to the hearing date, or such longer notice if otherwise required in the Association's Governing Documents.

In the event that an Owner corrects a violation prior to the hearing date, and notifies the Board of this action, the Board may discontinue the proceedings, but is not obligated to do so.

C. DUE PROCESS HEARING

The Board of Directors will review the complaints of any alleged violations and hear all oral and written testimony at the time of the Hearing. At the Hearing, the Owner will be given an opportunity to present his/her facts and arguments: (i) disputing the alleged violation, and/or (ii) against the imposition of any penalty and/or disciplinary action. If an Owner fails to take advantage of the opportunity to be heard, the Board will decide the case on the facts presented in the written complaint or on other pertinent oral or written evidence presented to the Board. If the Board determines a violation was committed, the Board can impose reasonable monetary penalties and/or disciplinary action or other authorized sanctions against the responsible Owner, as provided for in the Association's Governing Documents.

However, in the event that the Board determines that a violation has occurred which causes an emergency situation (i.e., creates a hazard or significant damage to person or property has either occurred or is imminent), the Association may, at its option, immediately initiate legal action and/or attempt to cure the violation without notice to the Owner. The Association can specially assess the Owner for the cost to cure the underlying violation. In these types of emergency situations, the Association shall not be liable for any damage caused by its attempt to cure the underlying violation. In addition, upon notice and hearing, the Association may also still impose penalties and sanctions against the Owner as set forth below.

D. POSSIBLE SANCTIONS

Should the Board find an Owner (and/or the members of the Owner's household, residents, guests, or tenants, or tenant's guests) in violation of the Association's Governing Documents (including, but not limited to, the CC&Rs, Bylaws, Articles and/or Rules and Regulations), after reviewing the evidence presented at a hearing, pursuant to the guidelines set forth in the Association's Declaration and Bylaws, the Board may in its discretion levy any or all of the following penalties and sanctions:

- (i) Monetary fines (as set forth below in the Schedule of Fines);
- (ii) Suspension of an Owner's (and/or members of his/her household, guests, residents or tenants) right to use recreational facilities owned, operated, or maintained by the Association (if any);
- (iii) Suspension of an Owner's (and/or members of his/her household, guests, residents or tenants) rights and privileges;
- (iv) Suspension of an Owner's right to vote on all Association business;
- (v) Removal or repair of any non-conforming structure or improvement;
- (vi) Special Assessment against an Owner for any costs incurred by the Association, including attorneys' fees and costs, with respect to the violation.

The Association's Governing Documents are enforced by the Board of Directors who may levy assessments, fines and/or other penalties for non-compliance. Assessments and fines are levied only against an Owner, even if the violation is committed by members of the Owner's household, guests, tenants, (including tenant's guests), licensees, residents or other occupants of the Homesite, or other third persons affiliated or associated with the Owner's Homesite. Owners are responsible for their own violations, as well as the violations of members of his/her household, his/her guests, tenants, (including tenant's guests), licensees, residents or other occupants of the Homesite, or other third persons affiliated or associated with the Owner's Homesite.

E. SCHEDULE OF FINES

The Board of Directors may assess fines and/or penalties against an Owner after written notice and an opportunity for a hearing has been provided, and the Board has determined that a violation of the Association's Governing Documents (including, but not limited to, the CC&Rs, Bylaws, Articles, and/or Rules and Regulations) has occurred or is occurring due to the actions (or failure to act) of an Owner, members of his/her household, his/her guests, tenants, (including tenant's guests), licensees, residents or other occupants of the Homesite.

All fines, including Special Assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Owner's account. Any and all fines shall be billed to the Owner's account at the Association. Non-payment of fines or other penalties will result in the Association exercising any or all of its legal remedies to collect on the debt.

Definitions

"Subsequent Offense" shall mean and refer to a repeat occurrence of a violation of the Governing Documents that is the same or substantially similar, as decided by the Board, to a violation that the Board has previously determined (through a hearing) was committed by the same Owner, members of his/her household, his/her guests, tenants, (including tenant's guests), licensees, residents or other occupants of the Homesite.

"Continuous Offense" shall mean and refer to violations of the Governing Documents which continue uninterrupted and are uncorrected, after written notice and the opportunity for a hearing has been provided to the Owner, and the deadline date set by the Board for correcting the violation has expired.

Schedule of Fines

For each violation of the Governing Documents, monetary fines and penalties shall be assessed against an Owner according to the following schedule:

- (i) First Offense: \$50.00
- (ii) Second/Subsequent Offense: \$100.00
- (iii) Third/Subsequent Offense: \$150.00
- (iv) Each Subsequent Offense thereafter: Amount equivalent to all previous fines imposed
- (v) Continuous Offense: \$25.00 per day

Nothing in this section prevents the Board from also imposing other sanctions or a suspension of a member's rights and privileges, as provided for in these Rules and the Association's Governing Documents.

F. NOTICE OF FINDINGS AFTER HEARING

Decisions of the Board regarding any alleged violation(s), where the Board imposes discipline and/or a sanction on a member, will be sent to the Owner(s), either by personal delivery, or by first-class mail, within fifteen (15) days following the Board action and/or sanction.

G. ATTORNEYS' FEES AND COSTS

Attorneys' fees and costs incurred by the Association in enforcing the Governing Documents against an Owner shall become a charge against the Owner in the form of a Special Assessment.

The Association reserves the right to use any avenue of the legal system to enforce the Governing Documents against an Owner, including the collection of any fines imposed against an Owner for violating the Governing Documents.

The Board shall also have the power to initiate legal action against an Owner to restrain continued and repeated violations of the Association's Governing Documents and/or the Association's Rules & Regulations, to recover the Association's costs caused by the Owner in bringing the Owner into compliance, and to recover damages to the Association property by an Owner, members of the Owner's household, his/her guests, tenants, (including tenant's guests), licensees, residents or other occupants of the Homesite.

Exhibit "A" TENANT REGISTRATION FORM

Hidden Meadows Ranch Homeowners' Association

All tenants must be registered with the Association and must be provided with copies of the CC&Rs and Rules and Regulations by the owner or owner's agent. By signing this form, tenant agrees to comply with the CC&Rs and the Rules and Regulations. All owners are responsible for the actions of their tenants and their tenants' guests. **All tenants must also complete a Vehicle Registration Form for all vehicles attributable to the rental property.**

Date this form completed: _____

Address of leased/rented property at Hidden Meadows Ranch Homeowners' Association:

Owner's Name: _____ Signature: _____

Owner's Name: _____ Signature: _____

Owner's Home Telephone: _____ Work Telephone: _____

Tenant's Name: _____ Signature: _____

Tenant's Home Telephone: _____ Work Telephone: _____

Tenant's Name: _____ Signature: _____

Tenant's Home Telephone: _____ Work Telephone: _____

Names of all other occupants: _____

Date CC&Rs and Rules and Regulations received: _____

Dates/length of rental agreement or lease: _____

Return this completed form to: Hidden Meadows Ranch Homeowners Association
Board of Directors
C/o Silverado Community Management Services
973 Vale Terrace Drive, Suite 106
Vista, CA 92084
Fax: (760) 407-7583

Exhibit "B" VEHICLE REGISTRATION FORM

Hidden Meadows Ranch Homeowners' Association

Please complete all of the following information for each vehicle in your household [A copy of the current registration for the vehicles in your household must be attached to this Form]. All vehicles should have a current valid registration. For any special cases (work, military, out of state vehicles, etc.), fill out information and attach explanation with this form.

Homeowner(s)/Resident(s): _____
[Please circle one]

Address: _____

Home Phone: _____

E-mail Address (if any): _____

VEHICLE #1 LICENSE NO. _____ STATE: _____

MAKE: _____ MODEL: _____ COLOR: _____ YEAR: _____

VEHICLE #2 LICENSE NO. _____ STATE: _____

MAKE: _____ MODEL: _____ COLOR: _____ YEAR: _____

VEHICLE #3 LICENSE NO. _____ STATE: _____

MAKE: _____ MODEL: _____ COLOR: _____ YEAR: _____

VEHICLE #4 LICENSE NO. _____ STATE: _____

MAKE: _____ MODEL: _____ COLOR: _____ YEAR: _____

Please read Section E of your Rules and Regulations; Parking Rules carefully. The Hidden Meadows Ranch Homeowners Association Governing Documents will be strictly enforced.

Return the completed form with a copy of the current vehicle registration(s) to:

Hidden Meadows Ranch Homeowners Association
Board of Directors
C/o Silverado Community Management Services
973 Vale Terrace Drive, Suite 106
Vista, CA 92084
Fax: (760) 407-7583

Exhibit "C" VIOLATION COMPLAINT & WITNESS STATEMENT FORM

Hidden Meadows Ranch Homeowners' Association

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary. Please complete all of the following information for each vehicle in your household

INFORMATION CONCERNING RESIDENT WITNESS(ES) TO VIOLATION:

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

Violator's (1) Name	Address	Phone No.
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Violator's (2) Name	Address	Phone No.
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INFORMATION CONCERNING VIOLATION:

Violation Date	Time	Location
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Selection(s) of Declaration, Bylaws or Rules and Regulations which was/were violated

WITNESS' OBSERVATIONS:

Were any photographs taken? Yes _____ No _____ By Whom: _____

Attach all photographs to this form or forward to the Association as soon as possible. Include photographer's name and date 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 WITNESS.

Signature

Date Signed

Printed Name

Please submit form to: Hidden Meadows Ranch Homeowners Association
Board of Directors
C/o Silverado Community Management Services
973 Vale Terrace Drive, Suite 106
Vista, CA 92084
Fax: (760) 407-7583