

Woodlake Homeowners Association

C/O C & C Property Management

DocuSigned by:
Julie A. Broussard
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1/23/2024 | 9:54 PM PST

Annual Budget and Disclosure Package Jan 1st 2024

To the Members of Woodlake Homeowners Association:

It has been our pleasure to serve as your Association Management firm this year! We thank you for your support and look forward to working hard for your association in the coming year. Enclosed is your copy of the documentation required to be distributed to all members each year. Please keep these documents for your records.

We would also like to let you know how very hard your Association Board has been working over the past year. The Board has voted to not raise assessments at this time. They would like to ask for everyone's help in keeping costs down by not disposing of trash in the common areas and reporting anyone you see doing vandalism to the common area around the lake property.

Summary Operating Budget - This budget includes estimated income from dues payments and estimated expenses including but not limited to: utilities; professional services, administrative costs; maintenance and repairs; and reserve funding. This document also includes a summary of the associations reserve accounts and the methods used to calculate future reserve requirements.

Board Meeting Minutes - Please be advised that the minutes of all Board meetings are available within thirty (30) days of any duly held meeting. Copies of the minutes are available to all homeowners for a nominal fee. Please contact our office if you wish to obtain copies of the minutes.

Change of Address/Secondary Addresses - Please be advised that as owner of a property, you are solely responsible for furnishing your mailing address to the association. Any change of address must be given to the association in writing. Owners may also submit a secondary address to the Association for purposes of collection notices. Such information must be submitted in writing, signed by the owner, and mailed to the Association in a manner that confirms the Association has received it. After an owner identifies a secondary address, the Association will send copies of any collection notices to the secondary address provided, in addition to the owner's primary address shown in the Association's records. An owner may identify or change a secondary address at any time. If a secondary address is identified or changed during any collection process, the Association will only be required to send notices to the designated secondary address from the point that the Association receives the request.

Opt-Out of Membership Lists - Membership lists, which contain names and mailing addresses only, are available to all members who submit a written request and sign a release form. If you wish NOT to be included on the list, please send us a note stating so and we will remove your information from the list.

Additional Disclosures - In addition to the Summary Budget, the following items are enclosed for your review in accordance with California Civil Code:

1. Assessment Policy, Notice Regarding Assessments and Foreclosure
2. Reserve Funding Disclosure, Insurance Disclosure
3. Alternative Dispute Resolution Rights Disclosure
4. HOA Insurance Disclosure
5. Schedule of Fees
6. Membership Opt-out Form
7. Annual Policy Statements (Rules and Regulations)
8. Architectural Policy for 30 day member review.

Please feel free to contact our office with any questions.

Best regards,

Rich Cardosi

Association Manager
C & C Property Management

425 Merchant Street, Suite 101 , Vacaville California 95688
707-447-6088 FAX 707-447-2831 Email:rich@ccpropmgt.com

Accrual Basis

Woodlake Homeowners Association

Operating Budget Overview

January through December 2024

| | Annually | Monthly | Per Unit |
|---|-------------|-------------|-------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| 4010 · Association Dues | 107,040.00 | 8,920.00 | 40.00 |
| Total Income | 107,040.00 | 8,920.00 | 40.00 |
| Expense | | | |
| 6050 · Reserve Transfer | 16,542.96 | 1,378.58 | 6.18 |
| 6150 · Uncollectable Assessments | 4,800.00 | 400.00 | 1.79 |
| 6190 · HOA Insurance | 5,184.00 | 432.00 | 1.94 |
| 6280 · Legal Fees | 1,500.00 | 125.00 | 0.56 |
| 6305 · Sign Repairs | 300.00 | 25.00 | 0.11 |
| 6307 · Vandalism Repairs | 1,200.00 | 100.00 | 0.45 |
| 6395 · Internet Service | 3,673.00 | 306.08 | 1.37 |
| 6392 · P.G.& E. Utilities | 600.00 | 50.00 | 0.22 |
| 6540 · Landscape Contract | 23,400.00 | 1,950.00 | 8.74 |
| 6541 · Landscape Extra Work | 1,200.00 | 100.00 | 0.45 |
| 6550 · Management Fees | 35,580.00 | 2,965.00 | 13.30 |
| 6565 · Accounting - CPA | 1,800.00 | 150.00 | 0.67 |
| 6581 · Postage and Delivery | 2,520.00 | 210.00 | 0.94 |
| 6582 · Meeting Expenses | 7,500.00 | 625.00 | 2.80 |
| 8251 · Security Cameras | 1,000.00 | 83.33 | 0.37 |
| 8275 · CCR Inspections | 240.00 | 20.00 | 0.09 |
| Total Expense | 107,039.96 | 8,920.00 | 40.00 |
| Net Ordinary Income | 0.04 | 0.00 | 0.00 |
| Net Income | 0.04 | 0.00 | 0.00 |

Assessment and Reserve Funding Disclosure Summary

Woodlake HOA, Fairfield

For Fiscal Year Beginning: 1/1/2023 # of units: 223

| | | |
|--------------------------|--------------|--------------------------|
| 1) Budgeted Amounts: | Total | Average Per Unit* |
| Reserve Contributions: | \$1,378.58 | \$6.18 |
| Total Assessment Income: | \$8,920.00 | \$40.00 |

per: Month

2) Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

| Year | Total Amount Per Unit* | Purpose |
|---------------|------------------------|---------|
| Total: \$0.00 | | |

3) Based on the most recent Reserve Study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? **Yes**

4) If the answer to #3 is no, what additional assessments or other contributions/loans to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

| Approximate Fiscal Year Assessment Will Be Due | Average Total Amount Per Unit* |
|--|--------------------------------|
| | |
| | |
| | |
| | |
| | |

Total: \$0.00

5) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan: **Yes**

| | |
|---|-----------|
| 6) All computations/disclosures are based on the fiscal year start date of: | 1/1/2023 |
| Fully Funded Balance (based on formula defined in 5570(b)4): | \$241,836 |
| Projected Reserve Fund Balance: | \$337,644 |
| Percent Funded: | 139.6 % |
| Reserve Deficit (surplus) on a mathematical avg-per-unit* basis: | (\$430) |

From the 10/28/2022 Reserve Study by Association Reserves and any minor changes since that date.

* If assessments vary by the size or type of unit, allocate as noted within your Governing Documents.

7) See attached 30-yr Summary Table, showing the projected Reserve Funding Plan, Reserve Balance, Percent Funded, and assumptions for interest and inflation.

Prepared by: Camille Manuel

Date: 10/28/2022

The financial representations at the time of preparation are based on the Reserve Study for the fiscal year shown at the top of this page and the best estimates of the preparer. These estimates should be expected to change from year to year. Some information on this form has been provided to Association Reserves, and has not been independently verified.

30-Year Reserve Plan Starting with Board of Directors 2023 Rate 15102-2

| | | |
|---|-----------------------------------|-------------------|
| Fiscal Year Start: 1/1/2023 | Interest: 0.50 % | Inflation: 4.00 % |
| Reserve Fund Strength: as-of Fiscal Year Start Date | Projected Reserve Balance Changes | |

| Year | Starting Reserve Balance | Fully Funded Balance | Percent Funded | % Increase | Special Assmt Risk | In Annual Reserve Funding | Reserve Funding | Loan or Special Assmts | Interest Income | Reserve Expenses |
|------|--------------------------|----------------------|----------------|------------|--------------------|---------------------------|-----------------|------------------------|-----------------|------------------|
| | | | | | | | | | | |
| 2023 | \$337,644 | \$241,836 | 139.6 % | Blue | Low | 0.00 % | \$16,543 | \$0 | \$1,621 | \$45,090 |
| 2024 | \$310,717 | \$269,874 | 115.1 % | Green | Low | 23.00 % | \$20,348 | \$0 | \$1,584 | \$9,714 |
| 2025 | \$322,935 | \$338,435 | 95.4 % | Green | Low | 23.00 % | \$25,028 | \$0 | \$1,472 | \$83,564 |
| 2026 | \$265,871 | \$335,648 | 79.2 % | Green | Low | 23.00 % | \$30,784 | \$0 | \$1,383 | \$10,506 |
| 2027 | \$287,532 | \$411,554 | 69.9 % | Yellow | Medium | 23.00 % | \$37,865 | \$0 | \$1,306 | \$91,647 |
| 2028 | \$235,056 | \$409,046 | 57.5 % | Yellow | Medium | 23.00 % | \$46,573 | \$0 | \$1,136 | \$63,254 |
| 2029 | \$219,512 | \$439,021 | 50.0 % | Yellow | Medium | 23.00 % | \$57,285 | \$0 | \$900 | \$137,085 |
| 2030 | \$140,613 | \$396,586 | 35.5 % | Yellow | Medium | 23.00 % | \$70,461 | \$0 | \$784 | \$38,833 |
| 2031 | \$173,024 | \$457,938 | 37.8 % | Yellow | Medium | 23.00 % | \$86,667 | \$0 | \$1,008 | \$30,574 |
| 2032 | \$230,125 | \$533,769 | 43.1 % | Yellow | Medium | 23.00 % | \$106,600 | \$0 | \$1,061 | \$143,598 |
| 2033 | \$194,189 | \$498,660 | 38.9 % | Yellow | Medium | 23.00 % | \$131,119 | \$0 | \$537 | \$305,219 |
| 2034 | \$20,625 | \$297,777 | 6.9 % | Red | High | 2.85 % | \$134,855 | \$0 | \$351 | \$35,931 |
| 2035 | \$119,901 | \$372,782 | 32.2 % | Yellow | Medium | 2.85 % | \$138,699 | \$0 | \$774 | \$69,733 |
| 2036 | \$189,641 | \$419,651 | 45.2 % | Yellow | Medium | 2.85 % | \$142,652 | \$0 | \$852 | \$182,059 |
| 2037 | \$151,085 | \$355,755 | 42.5 % | Yellow | Medium | 2.85 % | \$146,717 | \$0 | \$573 | \$220,079 |
| 2038 | \$78,297 | \$254,109 | 30.8 % | Yellow | Medium | 2.85 % | \$150,899 | \$0 | \$599 | \$68,418 |
| 2039 | \$161,377 | \$310,645 | 51.9 % | Yellow | Medium | 2.85 % | \$155,199 | \$0 | \$1,158 | \$15,621 |
| 2040 | \$302,114 | \$429,052 | 70.4 % | Green | Low | 2.85 % | \$159,623 | \$0 | \$1,702 | \$84,753 |
| 2041 | \$378,685 | \$485,187 | 78.0 % | Green | Low | 2.85 % | \$164,172 | \$0 | \$2,267 | \$16,895 |
| 2042 | \$528,228 | \$619,224 | 85.3 % | Green | Low | 2.85 % | \$168,851 | \$0 | \$2,651 | \$167,157 |
| 2043 | \$532,573 | \$607,639 | 87.6 % | Green | Low | 2.85 % | \$173,663 | \$0 | \$2,275 | \$330,838 |
| 2044 | \$377,674 | \$430,861 | 87.7 % | Green | Low | 2.85 % | \$178,612 | \$0 | \$2,287 | \$21,284 |
| 2045 | \$537,289 | \$574,669 | 93.5 % | Green | Low | 2.85 % | \$183,703 | \$0 | \$2,984 | \$67,566 |
| 2046 | \$656,409 | \$682,043 | 96.2 % | Green | Low | 2.85 % | \$188,938 | \$0 | \$3,619 | \$57,526 |
| 2047 | \$791,440 | \$810,340 | 97.7 % | Green | Low | 2.85 % | \$194,323 | \$0 | \$3,760 | \$276,811 |
| 2048 | \$712,712 | \$722,146 | 98.7 % | Green | Low | 2.85 % | \$199,861 | \$0 | \$3,779 | \$117,017 |
| 2049 | \$799,335 | \$803,301 | 99.5 % | Green | Low | 2.85 % | \$205,557 | \$0 | \$4,124 | \$158,280 |
| 2050 | \$850,737 | \$851,748 | 99.9 % | Green | Low | 2.85 % | \$211,416 | \$0 | \$3,857 | \$373,425 |
| 2051 | \$692,585 | \$685,619 | 101.0 % | Green | Low | 2.85 % | \$217,441 | \$0 | \$3,953 | \$25,009 |
| 2052 | \$888,970 | \$882,723 | 100.7 % | Green | Low | 2.85 % | \$223,638 | \$0 | \$4,286 | \$291,095 |

Woodlake Homeowners Association

C/O C & C Property Management

ASSESSMENT POLICY

1. It is the fiduciary responsibility of the Board of Directors to collect all assessments for the maintenance and replacement of common area property and other association expenses in a timely fashion. The Association is entitled to recover assessments, reasonable collection costs, reasonable attorney's fees, late fees and interest. The Association will not use non-judicial foreclosure to collect fines or penalties but other remedies are available to collect these and any sums not suitable for collection by non-judicial foreclosure. The association shall comply with requirements of 1367 or 1367.1 of the Civil Code when collecting delinquent assessments. If an error is made that requires termination of any collection proceeding or beginning a collection process over, the Association shall bear the costs; otherwise, the owner is responsible for all costs as identified above. (Note: Civil Code Section 1367 applies to the collection of liens recorded before January 1, 2003, and 1367.1 applies to liens recorded on or after that date.)
2. Assessments are due on the first day of each month and are delinquent at 5:00 p.m. on the 15th of the month, at which time a late charge of 10% or \$10.00 (whichever is greater) of the assessment (or special assessment) will be charged [per the governing documents] on the 16th day. All balances due as of 5:00 p.m. on the 30th day of the month will be subject to interest of 12% per annum. All such amounts must be paid in full and the Association shall not be required to accept partial payments absent a written agreement.
3. **IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.**
4. On or about the 46th day after a payment is due, a 30-day Pre-Lien Notice will be prepared and sent, by certified mail, to the delinquent record owner(s) at the owners' last mailing address provided to the Association. If the delinquent record owner(s) have provided a written notice of a secondary address, all notices shall be sent to that address also. Such notice will include an itemized statement of the total amounts delinquent, including but not limited to, assessments, late charges, interest and costs of collection, if any, and a notice that the owner is entitled to ask to meet with the Board or Board representative(s) pursuant to the Association's internal dispute resolution "meet and confer" program.
5. The decision to record a lien shall be made by the Board of Directors, approved by a majority vote in an open meeting. The Board shall record the vote in the minutes of that meeting referring to the property by parcel number, and not name of the owner. Likewise, the decision to file in small claims shall be made by the Board and not the Association's agent.
6. On or about the 30th day after the Pre-Lien Notice is sent the Association may record a lien on the property to secure the debt; however, there are limitations that may preclude foreclosure of the lien at this time (see paragraph 7).
7. If all sums secured by the lien are not paid in full within thirty (30) days after recordation, and the amount of delinquent regular or special assessments reaches \$1,800.00, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or has been delinquent more than 12 months, the Board may make the decision to foreclose the lien. All resulting collection fees and costs will be added to the total delinquent amount. At some point in time prior to initiating foreclosure, the Board shall offer the owner and, if so requested by the owner, shall participate in dispute resolution pursuant to the association's "meet and confer" program or alternative dispute resolution with a neutral third party. The decision to pursue dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.
8. The decision to initiate foreclosure shall be made only by the Board of Directors, by majority approval, and while the discussion may be held in executive session, the decision shall be recorded in the minutes of an open meeting in the same form as the decision to record a lien was made (by parcel number only). A Board vote to approve foreclosure of a lien must take place at least 30 days prior to any public sale.
9. If the Board votes to foreclose, the Board shall provide notice of its decision by personal service to an owner who occupies the separate interest or to the owner's legal representative. If the owner does not occupy the separate interest, said notice will be sent by first-class mail, postage prepaid, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the association, the address of the owner's separate interest may be

Woodlake Homeowners Association

C/O C & C Property Management

treated as the owner's mailing address. In addition, statutory procedures including recorded notices regarding foreclosure and sale will be accomplished.

10. A non-judicial foreclosure by an association shall be subject to the owner's right to redeem the property up to 90 days after the sale.
11. All charges assessed to the assessment account must be paid in full as a condition to curing and releasing a recorded Lien and other documents of foreclosure. The Association is not required to accept any partial or installment payments, except with execution of a mutually agreeable payment agreement. Arrangements for such an agreement must be made with the Association's Agent assigned to the collection of the account or the Board or Board representative, at a meeting arranged under the "meet and confer" process of the Association.
12. When a payment is made, the owner may request a receipt and the association will provide it. On the receipt, the association shall indicate the date of payment and person who received it.
13. Each payment from an owner shall be applied first to the principal sum owed, then, in descending order, to interest, late and collection expenses, unless an alternate agreement is entered into between the Association and the owner.
14. An owner may request the association to consider a payment plan to satisfy a delinquent assessment. The Board will inform the owners of the standards for payment plans, to the extent standards have been adopted by the Board. Certain timelines apply as follows: If an owner's request is mailed within 15 days of the date of the postmark of the notice of delinquency (lien), the Board will meet with the owner in executive session within 45 days of the postmark of that request. However, if there is no regularly scheduled Board meeting during that period, the Board may designate one or more Directors to meet with the owner. Payment plans may incorporate any assessments that accrue during the payment plan period, however they shall not impede an association's ability to record a lien to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

The mailing address for overnight payment of assessments is:

**C & C Property Management
425 Merchant Street, Suite 101
Vacaville CA 95688**

Woodlake Homeowners Association

C/O C & C Property Management

NOTICE: ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND NONJUDICIAL FORECLOSURE

The failure to pay association assessments may result in the loss of an owner's property without court action, often referred to as nonjudicial foreclosure. When using nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the lien is not paid. Assessments become delinquent 15 days after they are due, unless the governing documents of the association provide for a longer time. (Sections 1366 and 1367.1 of the Civil Code)

In a nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 1367.1 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail. Among these documents, the association must send a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 1367.1 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Sections 1367.1 and 1367.1 of the Civil Code)

An owner may dispute an assessment debt by giving the board of the association a written explanation, and the board must respond within 15 days if certain conditions are met. An owner may pay assessments that are in dispute in full under protest, and then request alternative dispute resolution. (Sections 1366.3 and 1367.1 of the Civil Code)

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 of the Civil Code)

The board of the directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 1367.1 of the Civil Code)

Woodlake Homeowners Association

C/O C & C Property Management

DISCLOSURE REGARDING ALTERNATIVE DISPUTE RESOLUTION

Summary of Civil Code 1369.510-1369.590

1. Sections 1369.510 to 1369.590 of the Civil Code require that before owners and associations file lawsuits against each other for declaratory relief or injunctive relief in connection with a claim for money damages under \$5,000 or for enforcing the associations governing documents, the filing party shall endeavor to submit the dispute to alternative dispute resolution (ADR). Forms of ADR include mediation, negotiation, and binding or nonbinding arbitration. This provision does not apply to the filing of cross-complaints.
2. The ADR process is initiated by one party serving a Request for Resolution upon the other parties to the dispute. The request must include (i) a brief description of the dispute, (ii) a request for ADR, (iii) a notice that a response must be received within thirty (30) days or it will be deemed rejected, and (iv) a copy of Civil Code Sections 1369.510 to 1369.590.
3. If the individual receiving the request agrees to ADR, the process must be completed within ninety (90) days unless otherwise extended by agreement. The cost of ADR is to be paid by the participating parties. If a civil suit is filed, the filing party must submit to the court a Certificate of Compliance indicating the party has complied with the requirements of Sections 1369.510 to 1369.590. Failing to do so would be grounds for challenging the lawsuit.
4. Although the prevailing party is entitled to reasonable attorneys fees and costs, the court may consider a partys refusal to participate in ADR when making the award.
5. A description of the Associations internal dispute resolution process, as required by Civil Code Section 1363.850, is stated below.

NOTE: Failure by any member of the association to comply with the alternative dispute resolution requirements of Civil Code 1369.520 may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

DISCLOSURE REGARDING INTERNAL DISPUTE RESOLUTION PROCEDURE

Civil Code Section 1363.850

1. This policy applies to a dispute between the Association and a member involving their rights, duties, or liabilities under the Davis-Stirling Act, under the provisions of the Corporations Code relating to mutual benefit corporations (commencing with Corporations Code Section 7110), or under the Associations governing documents.
2. Either party to a dispute within the scope of this article may invoke the following procedure:
 - a. The party may request the other party to meet and confer in an effort to resolve the dispute.
 - b. The request shall be in writing.
 - c. A member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
 - d. The Association's Board of Directors shall designate a member of the Board to meet and confer.
 - e. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
 - f. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
3. A member of the Association will not be charged a fee to participate in the process.

Insurance Brokers
O’KANE & TEGAY

LIC. # 0534872

December 28, 2022

Woodlake Homeowners Association
Fairfield, CA

2023-2024 Insurance Disclosure

Property Insurance – Common Areas

| | |
|----------------|------------|
| Combined Limit | \$ 377,827 |
| Deductible | \$ 500 |

Ace Property & Casualty Insurance Company – Effective Date: 01/02/23 - 01/02/24

General Liability – Common Areas

| | |
|------------|----------------------------|
| Limit | \$1,000,000 per Occurrence |
| | \$2,000,000 Aggregate |
| Deductible | \$ n/a |

Ace Property & Casualty Insurance Company – Effective Date: 01/02/23 - 01/02/24

Directors & Officers

| | |
|------------|-------------|
| Limit | \$1,000,000 |
| Deductible | \$ 2,500 |

United States Liability Insurance Company – Effective Date: 01/02/23 - 01/02/24

Fidelity/Crime

| | |
|------------|------------|
| Limit | \$ 750,000 |
| Deductible | \$ 5,000 |

Philadelphia Indemnity Insurance Company – Effective Date: 01/02/23 - 01/02/24

Mailing Address: P.O. Box 27556 San Francisco, CA 94127

2145- 19th Avenue San Francisco, CA 94116 Phone: 415.242.8777 Fax: 415.661.2540

Visit Us Online @ www.okaneinsurance.com

Insurance Brokers
O’KANE & TEGAY

LIC. # 0534872

Umbrella Liability

| | |
|------------|-------------|
| Limit | \$5,000,000 |
| Deductible | \$ n/a |

Federal Insurance Company – Effective Date: 01/02/23 - 01/02/24

Flood & Earthquake

None

This summary of the association’s policies of insurance provides only certain information, as required by subdivision (b) (9) of Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association’s insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association’s policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

Mailing Address: P.O. Box 27556 San Francisco, CA 94127

2145- 19th Avenue San Francisco, CA 94116 Phone: 415.242.8777 Fax: 415.661.2540

Visit Us Online @ www.okaneinsurance.com



PROPERTY MANAGEMENT

HOA DOCUMENT FEE SHEET

Please email your HOA Document requests to: Angela@ccpropmgmt.com

In your request, please include: Association, Property Address,

COE Date, Escrow Number, EO and an Email.

Please note payment is required before release of documents.

The charges for preparing all documents are as follows:

| | |
|--|---|
| Demand Statement Fee | \$75.00 |
| Articles of Incorporation | \$10.00 |
| Budget | \$20.00 |
| Bylaws | \$20.00 |
| CCRs | \$40.00 |
| Financial Statement | \$20.00 |
| Master Insurance Declaration Page | \$5.00 |
| Master Insurance Policy | \$30.00 |
| Minutes (12 Months) | \$20.00 |
| Reserve Study | \$20.00 |
| Rules & Regulations | \$20.00 |
| | |
| | TOTAL: \$280.00 |
| | |
| CERTIFICATION FEE *MUST BE REQUESTED* | \$70.00* |
| | TOTAL *WITH CERT FEE*: \$350.00* |
| | |

TRANSFER FEE OF **\$350.00** WILL BE DUE AT CLOSE OF ESCROW

Please make check payable to: C&C Property Management | 425 Merchant St #101, Vacaville, CA 95688

Please note our 4-5-day turnaround time. If you wish to have expedited processing, please see below for additional fees.

Demand and Doc Packages

| | |
|---------------------------|----------|
| Same Day (If before 12pm) | \$150.00 |
| 2-Day Service | \$125.00 |
| 3-Day Service | \$100.00 |

The information provided by this form may not include all fees that may be imposed with the property before the close of escrow

Woodlake Homeowners Association

C/O C & C Property Management

DISCLOSURE REGARDING HEARING PROCEDURE AND FINES

1. **Notice and Hearing Procedures.** The following notice and hearing procedures will be used whenever the Board meets to consider an alleged violation which could result in disciplinary action against a Member.
 - a. **Notice of Hearing.** Notice of the hearing will be sent at least ten (10) days prior to the hearing and will be given either personally or by prepaid first-class mail to the most recent address shown in the Association's records. The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a Member may be disciplined, and a statement that the Member has a right to attend and may address the Board at the meeting.
 - b. **Opportunity to Be Heard.** Members have the right to send a letter, send a representative, or appear in person to present evidence as to why they should not be disciplined. Members also have the right to bring an attorney with them to advise them or to speak on their behalf. The hearing will be held in executive session unless the member requests otherwise.
 - c. **Rescheduled Meetings.** Upon timely, written request and for worthy cause, an accused party may be granted a continuance to a new hearing date. In the event a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.
 - d. **Correction of Violation.** In the event the violation is corrected prior to the hearing date, the Board may, if appropriate, discontinue the proceedings.
 - e. **Notice of Decision.** Within fifteen (15) days of the Board's decision, the Member will be given written notice of the decision.
 - f. **Conflicts of Interest.** If members of the Board have a conflict of interest (i.e., they filed the complaint, or the complaint was filed against them) such persons may not vote on the issue.
2. **Remedies for Enforcement.** To enforce the governing documents, the Board may impose one or more of the remedies described below as it deems appropriate to be effective. The selection of one remedy does not preclude the Association's right to pursue others.
 - a. Warning letters
 - b. Monetary penalties
 - c. Suspension of membership privileges
 - d. Alternative dispute resolution (arbitration or mediation)
 - e. Litigation

Failure to pay fines within thirty (30) days may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the owner shall be liable for those attorney fees and all related expenses in addition to the fines.

3. **Fine Schedule.** Violation of the association's governing documents may result in a warning letter, fine, suspension of privileges and/or continuing fines as the Board may determine to be appropriate to the situation and as provided for in the fine schedule below. In addition to fines, the Board may file a lawsuit seeking judicial relief. The imposition of penalties and suspension of privileges will be subject to notice and hearing procedures.
 - a. **1st violation, Warning Letter**
 - b. **2nd violation, same offense: \$150.00**
 - c. **3rd violation, same offense: \$250.00**
 - d. **Additional violations, same offense: up to \$350.00_**
 - e. **Safety violations may receive a warning or a fine up to \$500.00, depending on the violation**
 - f. **Continuing violations: fines up to \$100 per day may accrue until the violation is cured**

The Association may pursue one or more remedies simultaneously. The selection of one remedy does not preclude the Association's right to pursue others.

Woodlake Homeowners Association

C/O C & C Property Management

MEMBERSHIP LIST RELEASE FORM

Members have the right to inspect and copy the association's membership list, including members' names, property addresses, and mailing addresses. The right to inspect is at reasonable times, upon 5 business days' prior written demand upon the association. Corp. 8330(a)

Purpose for Request. The member requesting the list shall state the purpose for the request, which purpose shall be reasonably related to the requester's interest as a member. If the board reasonably believes that the information in the list will be used for another purpose, it may deny the member access to the list. If the request is denied, in any subsequent action brought by the member the association shall have the burden to prove that the member would have allowed use of the information for purposes unrelated to his or her interest as a member. Civ. 1365.2(a)(1)(I)

Opt-Out. Although Corp. Code 8330(c) allows for withholding the membership list if the association provides an alternate means of communication, the statute was modified by Civ. Code 1365.2(a)(1)(I) so that boards can no longer withhold the list even if it provides an alternate means. However, individual owners may opt out of the sharing of their name and address by notifying the association in writing that they prefer to be contacted by the alternative process.

Corporate Asset. A membership list is a corporate asset. Without the consent of the board a membership list may not be:

1. Used to solicit money or property unless such money or property will be used solely to solicit the vote of the members in an election to be held by their corporation.
2. Used for any purpose which the user does not reasonably and in good faith believe will benefit the corporation.
3. Used for any commercial purpose or purpose in competition with the corporation.
4. Sold to others. Corp. 8338(a)

Penalty for Misuse. Any person who misuses a membership list is liable for any damage caused by the misuse, including punitive damages for a fraudulent or malicious misuse. Corp. 8338(b)

I have read the above and will not use the membership list for any of the above prohibited uses. Information contained in the list is deemed reliable but is not guaranteed accurate.

Purpose for Request: _____

Name: _____

Signature: _____

Date: _____

Woodlake Homeowners Association

C/O C & C Property Management

Email Delivery of Future HOA Documents Consent Form

To all Woodlake HOA Members: by signing this form, you will be (1) providing important contact information to be used in case of emergency and (2) saving the association printing and mailing costs by agreeing to accept email notices instead of mailed notices for items that would otherwise be provided by mail (those specifically named below). It is up to you to notify the association whenever your email address changes, and to settle with other owners of your unit or lot on one email address for communications related to your property.

Please complete the information below (PLEASE PRINT CLEARLY):

Homeowner Name(s): _____

Email address: _____

Mailing Address: _____

Property Address (if different): _____

Telephone:: _____

If home is rented, also provide the tenant contact information:

Tenant Name(s): _____

Email address: _____

Property Address: _____

Telephone:: _____

CONSENT TO RECEIVE DOCUMENTS AND NOTICES VIA EMAIL

Please be informed that:

1. It is up to you to settle with other owners (if any) of your Unit/Lot on one email address for communications related to your property, although you are entitled to have mailed notices go to a secondary mailing address.
2. You have the right to request that the documents also be transmitted in paper or other non-electronic form if you wish (see below); and
3. The consent applies to all of the items listed on page 2; and
4. The items will be sent to the Owner/Member indicated above.

I, the undersigned owner, request that the Woodlake Homeowners Association provide notices of the items listed below via email as an alternative to mailed notices (all numbered references are to the Civil Code).

By checking this box, I wish to opt out of having my/our name and address and contact information listed on the Membership list that is open to inspection by owners.

I certify that I am an owner of the lot or unit described below and that all owners of the property at the address listed below have authorized me to provide this written consent to use the following email address for communications on behalf of any owners collectively. That email address is:

[TYPE OR PRINT EMAIL ADDRESS CLEARLY PLEASE]

This consent shall remain in effect until revoked in writing. I understand that my signature must be authentic and I may either return this signed document to the association by mail or hand delivery or may affix an authenticated digital signature to it and return it by email as a PDF file.

Dated: _____

[Owner Signature]

Woodlake Homeowners Association

C/O C & C Property Management

THE FOLLOWING ARE THE DOCUMENTS THAT MAY BE SENT TO YOU BY EMAIL UPON RECEIVING CONSENT: ALL ARE ANNUAL DISCLOSURE NOTICES:
ANNUAL BUDGET REPORT - FINANCIAL INFORMATION (Section 5300 and as noted)

- Monthly Billing Statements
- Annual Pro forma operating budget
- A summary of the association's reserves per CC Section 5565.
- A summary of the reserve funding plan per (5)(b) of Section 5550 or summary form per Section 5570.
- A statement regarding any deferred maintenance.
- A statement as to whether the board anticipates special assessments to pay for obligations regarding major components or to fund reserves.
- A statement as to the funding plan for the reserves.
- A general statement addressing the procedures used for the reserve study.
- A statement as to whether the association has any outstanding loans with an original term of more than one year.
- A summary of the association's property, general liability, and fidelity insurance policies.
- Annual Policy Statement (Civil Code Section 5310 and 5320 as noted)
- The name and address of the person designated to receive official communications to the association, per Section 4035.
- A statement explaining that a member may submit a request to have notices sent to up to two different specified addresses per Section 4040.
- The location, if any, designated for posting of a general notice, Section 4045 (a)(3).
- Notice of a member's option to receive general notices by individual delivery, pursuant to 4045 (b).
- Notice of a member's right to receive copies of meeting minutes, Section 4950(b).
- The statement of assessment collection policies required by Section 5730.
- A statement describing the association's policies and practices in enforcing lien rights and legal remedies for collection of delinquent assessments per Section 5850.
- A Discipline policy, including any reimbursement or fine penalties per Section 5850.
- A summary of dispute resolution procedures, pursuant to Sections 5920 and 5965.
- A summary of requirements for association approval of a physical change to property, per Section 4765.
- The mailing address for overnight payment of assessments, pursuant to Section 5655.
- Any other information for all owners that is required by law or the governing documents or that the board determines to be appropriate for inclusion.

Woodlake Homeowners Association

C/O C & C Property Management

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)
Company Name: Woodlake Homeowners Association C/O C & C Property Management
Company ID: 68-0483646

I (we) hereby authorize **C & C Property Management**, hereinafter called COMPANY, to initiate debit entries of **\$40.00** to my (our) Checking Account indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

I (we) authorize C & C Property Management to initiate this transaction on the: (check one)

1st of the Month or 14th of the Month commencing

Depository (Your Bank)
Name _____ Branch _____
City _____ State _____ Zip _____
Routing Number _____ Account Number _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) _____ ID Number _____
Date _____ Signature _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Property

Address: _____

Instructions:

Please attach one **VOIDED** check from your checking account and mail it to our office along with this completed form to:

C & C Property Management
425 Merchant St. Suite 101
Vacaville CA 95688

Thank you for your participation in the direct payment program! Please call with any questions.

ELECTION RULES

WOODLAKE HOMEOWNERS' ASSOCIATION

These Election Rules have been adopted for the Woodlake Homeowners' Association (“**Association**”) to govern matters requiring a vote of the Association’s membership and constitute a rule change that is required by law and/or that merely repeats existing law or the governing documents pursuant to Civil Code Section 4355(b)(4)-(5). All undefined capitalized terms used in these Election Rules shall have the same meaning as set forth in the Association’s Recorded Declaration of Covenants, Conditions and Restrictions (“**Declaration**”), Bylaws and applicable sections of the California Civil and Corporations Code.

I. ANNUAL MEETING DATE

1.1. **Annual Meeting Date.** Pursuant to Section 3.2 of the Bylaws, annual meetings shall be held, if possible, on the same day of the same month of each year as the first annual meeting at 7:00 p.m. However, if said day is a Sunday or a legal holiday, the meeting shall be held at the same hour on the first day following said day which is not a Sunday or a legal holiday.

II. QUORUM

2.1 **Quorum.** As provided for in Section 3.6(a) of the Association’s Bylaws, the presence either in person or by proxy at any meeting of the Members entitled to cast at least one-third of the voting power of the Association shall constitute a quorum for the meeting.

2.2. **Adjournment due to Lack of Quorum.** As further provided for in Section 3.6(a) of the Association’s Bylaws if a quorum is not present or represented at any meeting, a majority of the Members present in person shall have the power to adjourn the meeting to a date not less than five (5) days and not more than thirty (30) days later, with no notice other than an announcement at the meeting. If a time and place for the reconvened meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the reconvened meeting after adjournment, notice of the time and place of the reconvened meeting shall be given to Members in the manner prescribed for regular meetings. The quorum for the reconvened meeting shall be twenty-five (25%) of the voting power of the Association.

III. EQUAL ACCESS TO MEDIA & COMMON AREA

3.1. **Equal Access to Association Media.** If any candidate or Member advocating a point of view is provided access to Association media, newsletters, or internet websites during a campaign, for purposes that are reasonably related to that election, all candidates and Members, including those not endorsed by the Board shall have equal access to such media, newsletters, or internet for purposes that are reasonably related to the election. The Association shall not edit or redact any content from such communications (except to the extent such content violates any applicable state, federal or local laws) but may include a statement specifying that the candidate or Member, and not the Association, is responsible for the content of such communication.

3.2. **Access to Common Area Meeting Space.** All candidates (including those candidates who are not incumbents) and all Members advocating a point of view (including those not endorsed by the Board) shall have access to the Common Area, at no cost, for purposes reasonably related to the election.

3.3. **Campaigning Conduct.** During campaigning, all candidates shall maintain professional decorum and shall not engage in conduct unbecoming of a Director. This includes, but is not limited to, the dissemination of false information and/or unsubstantiated claims about another candidate and/or Board member, as well as the use of ad hominem attacks, abhorrent language, and epithets based on a protected class. The foregoing is not meant to be an exhaustive list.

IV. CANDIDATE QUALIFICATIONS

4.1. **Candidate Qualifications.** Members seeking candidacy for a position on the Board must satisfy all of the following Candidate Qualifications at the time of nomination:

4.1.1. **Record Owner.** The person must be the record owner of a Lot within the Association's development.

4.2. **Disqualification & IDR.** The Association shall not disqualify a person from nomination if the person has not been provided the opportunity to engage in Internal Dispute Resolution ("IDR") with the Association, in accordance with the Association's established IDR Procedures. The Nomination Form may include an offer of IDR to all persons who may be subject to disqualification due to their failure to meet the Candidate Qualifications at the time of nomination.

V. NOMINATION PROCEDURES

5.1. **Notice of Nomination Form & Nomination Deadline.** Not less than thirty (30) days before the nomination deadline, the Association shall provide via general delivery a "**Nomination Form**" that discloses the nomination procedures and nomination deadline. The deadline for submitting a nomination ("**Nomination Deadline**") shall not be less than thirty (30) days before ballots are distributed. The Nomination Form shall be delivered by individual notice pursuant to California Civil Code section 4040 if requested by a Member.

5.2. **Nomination Procedures.** Provided that Members seeking candidacy for a position on the Board satisfy the Candidate Qualifications at the time of nomination, such Members may be nominated or nominate themselves by the following procedures:

5.2.1. **Written Nominations.** Candidate nominations must be submitted in writing, via the Nomination Form, to the Association's community manager ("**Manager**") at any time prior to the Nomination Deadline. Failure to submit a Nomination Form to the Manager prior to the Nomination Deadline will result in the candidate's name being omitted from the ballot.

5.2.2. **Qualification of Nominees.** After collecting all properly submitted nominations, the Board, the Manager at the Board's direction, or a Nominating Committee established by the Board, shall: (1) confirm each nominated person's eligibility under these Election Rules; (2) confirm or cause

to be confirmed each eligible nominee's acceptance of nomination (if nominated by someone other than the nominee); and (3) prepare or cause the preparation of correspondence to any nominee who was disqualified to run for the Board and the reason(s) for that decision.

5.2.3. **Notice of Candidates.** Thereafter, and not less than thirty (30) days prior to the distribution of ballots, the Board shall provide general notice of the following: (1) the list of all candidates that will appear on the ballot, (2) the date, time and address of where ballots are to be returned by mail or handed to the Inspector, (3) the date, time and address of the meeting at which ballots will be counted, (4) a statement of each Member's right to verify the accuracy of their individual information on both the Candidate List and the Voter List (as defined below), and (5) a statement of each Member's right to request individual delivery of the foregoing items. The foregoing shall be delivered by individual notice pursuant to California Civil Code section 4040 to any Member requesting individual notice.

5.3. **Floor Nominations.** Notwithstanding the foregoing, nominations may be made from the floor during the Annual Meeting. Such nominee(s) must nevertheless meet the Candidate Qualifications.

VI. ASSOCIATION ELECTION MATERIALS

6.1. **Candidate List & Voter List.** The Association shall retain, as association election materials, both a candidate registration list ("**Candidate List**") and voter list ("**Voter List**"). The Voter List shall include the name, voting power, and the physical address of the Member's Unit. The mailing address for the ballot shall be listed on the Voter List if different from the physical address of the Member's Unit.

6.2. **Right to Verify Accuracy of Individual Information.** Members shall have the right to verify the accuracy of their individual information on the Candidate List and Voter List at least thirty (30) days before ballots are distributed. The Association or Member shall report any errors or omissions to the Candidate List or Voter List to the Inspectors who shall make the corrections within two (2) business days.

6.3. **Custody of Election Materials.** The sealed ballots, signed voter envelopes, Voter List, proxies, and Candidate List shall at all times be in the custody and control of the Inspector, or at such location designated by the Inspector, until after the final tabulation of votes, and until the time allowed by California Civil Code section 5145 for challenging the election has expired, after which time the custody and control of the ballots shall be transferred to the Association. If there is a recount or other challenge to the election process, the Inspector shall, upon written request, make the ballots available for inspection and review by the requesting Member.

VII. INSPECTOR OF ELECTIONS

7.1. **Appointment of Inspector.** The Board shall appoint either one (1) or three (3) independent third parties to serve as the inspector or inspectors of elections (collectively, "**Inspector**").

7.2. **Qualifications of Inspector.** The independent third-party Inspector may be a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may be a Member, but may not be a Board member, candidate for

the Board, or a person related to a Board member or candidate for the Board. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as Inspector.

7.3. **Functions of Inspector.** The Inspector shall:

7.3.1. Have the responsibilities described in California Civil Code section 5110, or any successor statute, and shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as practical. The Inspector shall have the authority to consult with the Association's legal counsel in the event of uncertainties in the interpretation of these Election Rules, the Association's governing documents, applicable law, or as might otherwise be necessary to ensure a fair election. All such consultations shall be protected by the Association's attorney-client privilege and shall be kept confidential from all persons other than the Board of Directors.

7.3.2. Deliver, or cause the delivery of, at least thirty (30) days before an election, to each Member the following documents:

A. The ballot or ballots; and

B. A copy of these Election Rules. For purposes of this subsection, the delivery of these Election Rules may be accomplished by either of the following methods: (i) Posting the Election Rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here."; or (ii) individual delivery pursuant to California Civil Code section 4040.

7.3.3. Receive reports of errors or omissions contained on the Candidate List and Voter List (both defined elsewhere herein) and shall correct said errors within two (2) business days.

7.3.4. If there are three (3) Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors.

7.3.5. The Inspector shall have the right to appoint and oversee such additional persons as the Inspector deems appropriate to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.

7.3.6. Members requesting a ballot during the Annual Meeting may be required to provide the Inspector with proof of residency (e.g., a utility bill, driver's license, grant deed).

VIII. SECRET BALLOT PROCEDURE

8.1. **Elections Requiring Secret Ballots.** Pursuant to California Civil Code section 5100, the secret ballot procedures contained in these Election Rules shall be utilized for the following matters: (a) elections regarding assessments legally requiring a membership vote; (b) election and removal of directors; (c) amendments to the governing documents legally requiring a membership vote; and (d) grants of exclusive use of common area legally requiring a membership vote.

8.2. **Secret Ballot Requirements.** The secret ballot must satisfy the requirements set forth in the Civil Code and these Election Rules. Ballots shall not identify the voter's name, address or Unit number. The ballot itself shall not be signed by the voter. It must be inserted into a sealed envelope. That sealed envelope must then be sealed within a second outer envelope. The outer envelope shall have, in the upper left-hand corner, space for the voter to print and sign the voter's name and print their address within the Association. The outer envelope is pre-addressed to the Inspector(s) who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed as set forth herein. A Member of the Association may request a receipt for delivery.

8.3. **Official Ballots Only.** Only official ballots will be counted. Any unauthorized reproduction of balloting materials, including, but not limited to, the ballot, will render the ballot "unofficial," and therefore will not be counted. A Member of the Association whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures.

IX. VOTING PROCEDURE

9.1. **Eligibility to Vote.** A person is eligible to vote if, at the time ballots are distributed, (i) the person is a Member of the Association, or (ii) the person has a general power of attorney for a Member. Members may cast one (1) ballot per Unit owned by that Member within the Association. If more than one (1) person is the record owner of a Unit, the vote for that Unit shall be decided by said parties between themselves. In the event one or more persons who share ownership of a particular Unit each cast separate ballots, the ballot received first by the Inspector shall be treated as the ballot representing that Unit.

9.2. **Casting of Ballots.** Ballots and related materials required for voting shall be sent to Members at least thirty (30) days, but not more than ninety (90) days, prior to the deadline for voting. Any ballots received after the applicable deadline will be disqualified and will not be counted by the Inspector. A Member whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures. Members may cast their ballots by any one (1) of the following methods:

9.2.1. **Return by Mail Prior to Voting Deadline.** Members may mail their ballots to the location designated by the Inspector provided that any ballot so mailed is received no later than the close of business on the date designated for the deadline for voting.

9.2.2. **Physical Delivery Prior to Voting Deadline.** Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector no later than the close of business on the date designated for the deadline for voting; or

9.2.3. **Deposit at Ballot Counting Meeting.** Members may deposit their ballots with the Inspector at the meeting in which votes are to be tabulated prior to the time set by the Inspector for the closing of the polls.

9.3. **Ballots are Irrevocable.** Once a ballot is received by the Inspector, it is irrevocable.

9.4. **Cumulating Votes.** All Members shall be entitled to cumulate their votes for one (1) or more candidates for the Board, if the candidate's name has been placed in nomination prior to voting and the Member has given notice at the meeting prior to the voting of the Member's intention to cumulate votes. If any one Member has given this notice, all Members may cumulate their votes for candidates in nomination. Under cumulative voting, each Member is given a number of votes equal to the spots up for election, multiplied by the number of votes the Member is entitled to exercise under the Governing Documents. These votes may all be given (cumulated) to a single candidate, or the Member may distribute these cumulated votes among any two (2) or more candidates as the Member desires.

9.5 **Election by Acclamation.** Elections by acclamation are not permitted through December 31, 2021. Effective January 1, 2022, when, as of the deadline for submitting nominations, the number of qualified candidates is not more than the number of vacancies to be elected, as determined by the inspector or inspectors of the elections, the Association may, but is not required to, consider the qualified candidates elected by acclamation if all of the following conditions have been met:

- (a) The Association has held a regular election for the Directors in the last three years. The three-year time period shall be calculated from the date ballots were due in the last full election to the start of voting for the proposed election.
- (b) The Association provides individual notice of the election and the procedure for nominating candidates as follows:
 - (1) Initial notice is provided to Members at least ninety (90) days before the deadline for submitting nominations. The initial notice shall include: (A) The number of Board positions that will be filled at the election; (B) The deadline for submitting nominations; (C) The manner in which nominations can be submitted; (D) A statement informing Members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are Board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.
 - (2) A reminder notice between seven (7) and thirty (30) days before the deadline for submitting nominations. The reminder notice shall include all of the following: (A) The number of Board positions that will be filled at the election; (B) The deadline for submitting nominations; (C) The manner in which nominations can be submitted; (D) A list of the names of all of the qualified candidates to fill the Board positions as of the date of the reminder notice; (E) A statement reminding Members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are Board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting. This statement is not required if, at the time the reminder notice will be delivered, the number of qualified candidates already exceeds the number of Board positions to be filled.
- (c) (1) The Association provides, within seven (7) business days of receiving a nomination, a written or electronic communication acknowledging the nomination to the Member who submitted the nomination; (2) The Association provides, within seven (7) business days of receiving a nomination, a written or electronic communication to the nominee, indicating

either of the following: (A) The nominee is a qualified candidate for the Board of Directors; (B) The nominee is not a qualified candidate for the Board of Directors, the basis for the disqualification, and the procedure, which shall comply with Article 2 (commencing with Civil Code Section 5900) of Chapter 10, by which the nominee may appeal the disqualification; (3) The Association may combine the written or electronic communication described in paragraphs (1) and (2) into a single written or electronic communication if the nominee and the nominator are the same person.

- (d) The Association permits all candidates to run if nominated, except for nominees disqualified for running as allowed or required pursuant to subdivisions (b) to (e), inclusive, of Section 5105.
- (e) The Board votes to consider the qualified candidates elected by acclamation at a meeting pursuant to Article 2 (commencing with Section 4900) for which the agenda item reflects the name of each qualified candidate that will be seated by acclamation if the item is approved.

X. PROXIES

10.1. **Proxies.** Each Member may vote by proxy. Each proxy shall (a) be in writing, (b) identify the person (the “**Proxyholder**”) authorized to vote on behalf of the Member (the “**Proxygiver**”), (c) state the length of time the proxy is valid, (d) be signed by the Proxygiver, and (e) filed with the Secretary of the Association. A proxy shall be deemed signed if the Proxygiver’s name is placed on the proxy (whether by manual signature, typewriting, or otherwise) by the Proxygiver or the Proxygiver’s attorney-in-fact. Only Members may serve as Proxyholders.

10.2. **Term & Duration.** No proxy shall be valid after the expiration of eleven (11) months from the date of the proxy unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution. A proxy shall automatically terminate upon conveyance of the Proxygiver’s Unit.

10.3. **Validity for Certain Matters.** No proxy shall be valid as to those matters described in California Corporations Code section 7613(g) unless it sets forth the general nature of the matter as required by Section 7613(g).

10.4. **Revocability.** A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless revoked, prior to receipt of the Proxyholder’s completed ballot by the Inspector, through any of the following methods: (a) the Proxygiver delivering written notice to the Inspector that the proxy has been revoked; (b) a subsequent proxy executed by the Proxygiver; (c) by the Proxygiver’s personal attendance and request to vote at the meeting, prior to the distribution of a ballot to the Proxyholder by the Inspector; or (d) by the Proxygiver’s return of a completed ballot to the Inspector, or (e) written notice of the death or incapacity of the Member received by the Association before the tabulation of votes.

10.5. **Voting Instructions and Choice of Approval/Disapproval.** Any form of proxy distributed by any person to the Members shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except that a candidate for election as a Director need not be named in the proxy or ballot. The proxy shall provide that where the Member

specifies a choice the vote shall be cast in accordance with that choice. If the proxy is to be used in a vote held pursuant to the secret ballot procedure, any instruction to the Proxyholder as to how to cast the Member vote(s) shall be set forth on a separate page and retained by the Proxyholder. A proxy may be revoked as described in California Corporation Code section 7613(g) prior to the receipt of the ballot by the Inspector.

XI. TABULATION OF VOTES

11.1. **Tabulation of Votes.** All votes shall be counted and tabulated by the Inspector in public at a properly noticed meeting of the Board for the Association and/or Members of the Association after the deadline for voting. Any Member of the Association may witness the counting and tabulation of the votes. No person shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector. In an election of directors, the candidate(s) receiving the greatest number of votes shall be elected to office, and the number of candidates elected shall be dependent upon the number of seats open for election.

11.2. **Notice of Tabulated Results.** The results of the election, as tabulated by the Inspector, shall be (a) promptly reported to the current Board, (b) recorded in the minutes of the next meeting of the Board, and (c) be made available for review by Members of the Association. Within fifteen (15) days of the election, the Board shall give general notice of the tabulated results of the election.

Woodlake Homeowners' Association

Architectural Review Standards and Guidelines

I. Purpose

The Board of Directors of The Woodlake Homeowners Association has adopted these Standards and Guidelines for three primary purposes:

- a. To establish and preserve a harmonious design for the community
- b. To protect the value of property within the community
- c. To assist homeowners with obtaining approvals for improvements

Simply stated, the Board's purpose in setting these Standards and Guidelines is to keep The Woodlake Homeowners Association a pleasant community and to ensure that the value of the property increases in accordance with the market.

These standards are adopted with the intent of effecting the provisions of Article X of the Covenants, Conditions & Restrictions, the Bylaws and the Articles of Incorporation. The Covenants, Conditions & Restrictions (C.C. & R.'s) obligate the Directors to lead by representing the interests of the Owners. When the Board adopts policy it should be the articulation of a policy that contains both values and perspectives. The use of the Architectural Review Process is a necessary component contributing to the success of planned communities such as the Woodlake Homeowners Association

II. Architectural Review Objectives

The Woodlake Homeowners Association Architectural Review Process considers all aspects of each design but concentrates on the following objectives:

- a. Landscape and Environment. Prevention of unnecessary destruction of the natural landscape or of the neighborhood environment as achieved by the Developer
- b. Relationship of Structures. Assure that the existing developed areas are maintained in an attractive and harmonious relationship with any new improvements proposed by homeowners
- c. Protection of Neighbors. Protect neighboring homeowners by making sure that reasonable provisions have been made for:
 - i. Surface water drainage
 - ii. Sight and sound buffers
 - iii. Preservation of view
 - iv. Light and air access
 - v. Improvement's effect on surrounding property values
 - vi. Visibility with respect to existing structures

III. The Application Process

In accordance with Article 10 of the Woodlake CC&R's, homeowners wishing to make **any** alteration or addition, which will affect the exterior of their residence or lot, front, side or any visible portion of the rear, must submit an official Architectural Application, including copies of detailed plans and specifications, prior to obtaining a building permit and prior to beginning the proposed work. **It is important to note that should the application be denied approval, and the work is in progress or is completed, the Association may require or cause the improvement to be corrected at the Homeowner's expense.**

- a. General Information. In order to conform to Article 10 of the governing documents, each proposed Architectural Change Application must be reviewed by the Association's Design Review Committee. Requests for Architectural review and approval must be submitted in writing as designated in part "B" below. If a proposal is rejected, the applicant is free to request reconsideration within 30 days of being rejected. Owners are encouraged to present new or additional information, which, might clarify the request or demonstrate its acceptability.
- b. Procedure. Each proposal for improvement must be submitted to the Management office via an Architectural Application. The description of the project should include all information necessary to determine compliance with the established Standards and Guidelines.

Necessary data would include the height, width, length, size, shape, color, material and location of the proposed improvement, as outlined on the Architectural Application. Photographs or sketches of similar completed projects would aid in the review process. If the proposed modification would in any way change the existing drainage pattern, it must be clarified in the Application. Solutions for maintaining the correct drainage pattern must be included with the application.

No work may commence prior to receiving written approval of the modification. Nothing may be installed which is not in compliance with building codes. It is the responsibility of the applicant to apply for all required building permits following approval of the Architectural Application and prior to commencement of work.

IV. The Review Process

Upon receipt of an Architectural Application, the Design Review Committee (DRC) will, within 90 days, compare it to the established Standards and Guidelines.

- a. If the requested modification complies with the published Standards and Guidelines, the DRC will approve the Application.
- b. If the Application is approximate or meets the intent of the Guidelines, the DRC may give a conditional approval subject to specified conditions and/or restrictions.
- c. If the Application is not within the Standards and Guidelines it will be denied.

- d. If the DRC fails to respond within 90 days from the date of submission, the Application shall be deemed approved.

If an application is denied because the Architectural Standards and Guidelines made no provision for the proposed modification, the following procedure is instituted:

- a. The applicant will be informed that the application was denied and will be given the reason for the denial; and
- b. The applicant will be informed of his right to request reconsideration within 30 days of denial. Requests for reconsideration must be in writing and must include the grounds for the request.

Upon Management's receipt of the written request, the request will be forwarded to the Board of Directors. The Board of Directors will determine whether or not the modification should be allowed, and what parameters should be established for approval and inclusion into the Standards and Guidelines. The decision of the Board becomes permanent policy and the Standards and Guidelines will be revised to reflect this policy decision.

V. Conformance

The failure of a completed modification or addition to conform to the plans, specifications and conditions approved by the Board of Directors, or failure to complete the approved project within the specified time limitations, shall be deemed a violation of the Architectural Standards and Guidelines. Nothing shall be installed which is not in compliance with building codes and regulations.

Important Note: Conformance with the following Architectural Standards does not relieve the homeowner from the application process. All exterior modifications must be approved prior to installation.

VI. Architectural Standards

- a. Landscaping and Physical Improvements. No landscaping or other physical improvement or additions shall be made to any lawn, deck, or patio which is visible from the street or from the common area by any owner until an application including plans and specifications showing the nature, kind, shape and location of the materials have been submitted and approved in writing by the HOA Board of Directors.

The application must include:

- An outline of the project and a design plan (drawing)
- Pictures of the rock, mulch, and plants to be used
- Details about the plants (location, type, max height, max width)
- Types of ground cover(s) to be used
- Weed barrier/underlayment fabric to be used
- Border materials and Hardscape materials to be used
- Plan to maintain the drainage swales for their intended purpose

The HOA Board may request additional information or changes to the plans before final approval. In all such cases, the HOA will work with the homeowners to arrive at a mutually agreeable plan. The HOA has 90 days after submission of all requested information to approve or deny the proposed plan. Installation of new landscaping may not begin until the HOA has approved the plan.

Driveways and Concrete. The association will consider flat concrete work such as the extension of driveways or additional sidewalks provided all of the following standards are held to:

- A full application of the improvements including a sketch showing placement and dimension is submitted.
- The concrete work is broom-finish gray concrete to match existing concrete as close as possible.
- Driveway extension to either side is 36 inches wide or less.
- There may be NO changes to the drainage swales, or overall grade of the lot.

Artificial Grass. Any application to install artificial grass must specify a product that appears like natural grass in color, weight, and texture. The installation must be done in a way that looks natural and not like a "flat pool table". The following guidelines must be followed to ensure realistic looking turf is installed:

- Use three-color turf to provide the most realistic looking artificial grass.
- Nylon tends to break down faster than other materials and should be avoided.
- Provide the rate of color loss for the product and whether or not it is warranted with the application.
- The product should be in the 40 to 60 face-weight range
- The product must have completely permeable backings (versus backings with holes) so that drainage through the turf is uniform and complete.
- Avoid any materials, including infill products, that use lead or any other heavy metal materials.
- Avoid products that absorb water (such as nylon). If the product absorbs water, that means it absorbs pet urine. This creates odors and discoloration.
- Use in-fill that does not absorb urine, that does not raise the temperature of the product (such as rubber), and does not contain heavy metals.
- Sod and dirt must be removed and an aggregate base and soil stabilization fabric installed to allow for proper drainage.
- A sample of the product (minimum 12" x 12") must be provided with the application for consideration.
- A plan for irrigating other plants, trees, and lawn after the water is shut off (for the artificial grass) must be provided with the application.

Rock. If rocks will be used as ground cover, the rock color shall be a neutral earth tone. Ideally, smooth riverbed rocks offer accents that naturally highlight your landscape scenery. The addition of rock over any part of the landscape shall not cover more than 15% of the yard (not including the driveway). The rock size shall not be any smaller than 3 inches in

diameter. Sustainable borders need to be used as sectional trim and pathway guides to keep rock materials in place.

Weed Barrier & Underlayment. It is highly recommended that the fabric of choice be a Polypropylene back woven material or equivalent that will potentially provide years of protection from weeds. Black plastic barriers do not have the same durability to protect drought tolerant yards from weed growth. The homeowner is responsible for maintaining a weed-free yard regardless of materials used and will be required to sign an agreement acknowledging this obligation.

Plants. There are a few basic things to consider when selecting plants for the front yard:

- Consider choosing plants that stay contained and compact; unwieldy and woody plants make the yard feel smaller and less tidy.
- Consider selecting plants that will please year-round, like evergreens or deciduous plants and trees with good branching structures.
- Consider varied texture and color. Mix grass and agave (fine vs. bold) or blend green and variegated plants.
- Consider the full growth size of the plant. You don't want to plant something that will overpower your yard.
- Consider selecting plants with high visual-interest, such as plants with showy foliage like succulents and purple grasses, or plants with showy bark like Manzanitas and Arbutus.

Drip Irrigation. Drought tolerant landscaping usually means traditional sprinklers are replaced with drip irrigation. If drip irrigation is utilized, then the drip lines need to be buried under the ground cover and not exposed. Drip lines are an eyesore and can be damaged by animals.

Public Safety:

- No plant with thorns, spines or sharp edges may be used within three feet of public sidewalks or roadways.
- No border or large rocks exceeding twelve inches in diameter may be used on strips between a public sidewalk and the street curb.

Maintenance. All landscaping must be maintained at all times to ensure a neat and attractive appearance.

- Turf areas must be regularly mowed, weeded, and edged. Weeds must be removed – not just mowed. This includes the joints between the driveway & sidewalk and the joints between the edge of the property & the street.
- Planter beds must be kept weed-free. Borders must be edged.

- Plants must be trimmed and may not encroach on public sidewalks, or roadways.
 - Tree branches should be trimmed to a height of at least eight feet above ground level if they overhang any roadway or sidewalks.
 - Perennials that die back during the winter should be cut back to remove dead materials by early spring. Most perennial plants should be trimmed during early spring to ensure plant health; this includes most ornamental grasses and other flowering perennials, which go dormant in winter.
- b. Maintenance and Alterations. No structure shall be placed, erected, or installed upon any Lot, and no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work) may begin, no visible exterior alteration or modification of existing improvements may begin, and no plantings or removal of plants, trees, or shrubs shall take place until the approval requirements have been fully met, and approval of the Design Review Committee is completed.
- c. Antennas. Except in accordance with Civil Code §1376, no television or radio poles, antennae, microwave or satellite dish, aerial, cables or other device shall be constructed, used and operated by an Owner without the prior written consent of the Board.
- d. Exterior Lighting. No Owner shall remove, damage or disable any exterior light.

VII. Improvements Requiring Approval

Any construction, installation, repair, replacement, alteration or removal of any of the following will require approval by the Board prior to starting the project:

- Building(s)
- Structure(s) visible from the streets or other common area
- Exterior walls, and/or trim including painting with a different color than was originally completed.
- Doors
- Gutters and downspouts
- Fences (either wood or iron) and Gates
- Landscaping changes including, retaining walls, raised planting beds, or any visible change to landscaped areas.
- Garages and garage doors
- Driveways, sidewalks, and pathways
- Storage sheds of any kind visible from the streets or other lots
- Lot grading

All requests will be reviewed for adherence to the established Architectural Standards and Guidelines and compatibility with surrounding structures. It shall remain the responsibility of the homeowner to insure compliance with all local building codes and obtain any needed permits from the city of Fairfield.

VIII. Prohibited Improvements

The following items are either prohibited by the CC&R's or are of such a nature that the improvements are detrimental to the life and appearance of the community and are therefore prohibited:

- Appliances and exterior mechanical devices; (i.e. window air conditioners)
- Indoor/outdoor carpeting in any area visible from the street.
- Temporary structures utilized as a permanent improvement including, but not limited to, tents, tarps, and/or sports apparatus which are visible from the common areas.

IX. Conclusion

The Woodlake Homeowners Association provides these ARCHITECTURAL REVIEW STANDARDS AND GUIDELINES in an effort to minimize questions concerning individual modifications to a Unit. Every effort has been made to allow as much individual discretion as possible within the constraints of acceptable community standards. The Board of Directors views this process as evolutionary and invites Homeowners to make comments and to provide constructive input. It is hoped that Homeowners, working together within a fairly administered structure of reasonable guidelines, will help create a greater sense of community at The Woodlake Homeowners' Association.

Woodlake Homeowners Association

C/O C & C Property Management

APPLICATION FOR ARCHITECTURAL / LANDSCAPE REVIEW

Owner Name: _____ Date: _____

Address: _____ Phone Number: _____

Proposed Architectural / Landscape Changes: *Please attach any relevant details, plans, drawings, or photos.*

Work to be performed by: _____

Start Date: _____ Completion Date: _____

Owners Signature: _____ Date: _____

By signing above, the applicant acknowledges the following:

1. Submittal of this completed form does not constitute approval. The Board of Directors and/or the designated committee may require additional information.
2. Approval of this application does not constitute approval by the local municipal building department. Owner shall be responsible for complying with local building codes and obtaining all necessary permits.
3. Owner is responsible for re-submitting any substantive changes of the proposed work

Approved

Approved with the following conditions:

Denied for the following reasons:

Board of Directors Signatures:

_____ Date: _____

_____ Date: _____

_____ Date: _____

Please return completed form to:
Woodlake HOA
C/O C & C Property Management
425 Merchant Street Suite 101
Vacaville CA 95688
(707) 447-6088 (707) 447-2831 FAX

Woodlake Homeowners Association

C/O C & C Property Management

Association Rules and Regulations

Revised October 2017

This document is intended to supplement and clarify the Rules and Regulations already in place and disclosed in the Woodlake Declaration of Covenants, Conditions, and Restrictions. (CC &R's) This document is not intended to replace the CC &R's, rather it is being provided to provide members with clarification and a handy reference for some of the most relevant rules which effect the Community. The appropriate Articles of the Woodlake CC&R's are noted in italics. Please consult the CC&R's for further reference.

This list is not exhaustive but is representative of the most common Rules which have been observed to be the most relevant to the current conditions within the Woodlake Community.

Vehicles and Parking

Objective: *insure the safe passage of residents, children, & guests and to preserve property values by preserving the residential character of the neighborhood and regulating aesthetics*

1. All Residents and their invitees shall observe California Vehicle Code and operate their vehicles in a safe, responsible manner. The Speed limit within the confines of the Woodlake community is 25 miles per hour.
2. Commercial Vehicles, Recreational Vehicles, and Disabled Vehicles are prohibited vehicles (*Article 7.5.2*). Prohibited vehicles may not be parked, stored, maintained, repaired, or kept in any visible portion of any Lot or on any public street, driveway, or yard (garage is okay) within the Woodlake community.
 - a. Commercial Vehicles. The CC&R does not clearly define "commercial"; therefore the board defines a commercial vehicle as any vehicle which includes one or more of the following attributes:
 - displays the name of a business or other commercial enterprise or employer anywhere on the vehicle
 - used or maintained primarily for the transportation of property and/or persons for hire or employees on the job;
 - carries equipment, tools, or materials, related to a business which are visible from outside the vehicle such as ladders, pool supplies, plumbing equipment or materials, construction materials, landscape equipment or materials, etc.
 - has a roof rack, utility body, vehicle pool number, or hydraulic lift tailgate
 - resembles contractors' pickup trucks, flatbed trucks, box trucks, step vans, limousines, tow trucks, tractor-trailer rigs, and the like;
 - a truck of greater than one ton capacity;
 - a van other than one used solely as a family passenger van
 - buses or van-pool vans designed to accommodate more than 10 people.
 - a commercial vehicle may be defined as such even if the vehicle does not have a commercial license plate.
 - A vehicle with a commercial license plate (i.e. standard pickup truck) may not be considered a commercial vehicle unless it meets any of the

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above attributes.

- b. Recreational Vehicles. No trailer, camper, house trailer, motor home, boat, off-road vehicle, or other recreational vehicle shall be parked, left, or stored upon or in front of any residential lot, or anywhere else within the community for more than 24 hours unless the same is parked, left, or stored in a garage. The Association does not allow for consecutive or daily '24 hour' periods. The intent of the 24-hour allowance is to allow the Homeowner the time to prepare such vehicles for use outside the community and for proper storage after their use outside the community (e.g. before and after a camping trip).
- c. Disabled Vehicles. No disabled, inoperable, or dismantled vehicles shall be kept or stored upon or in front of any residential lot, or anywhere else within the community. The CC&R does not expressly define "disabled"; therefore the board defines a disabled vehicle as any vehicle which has at least one of the following attributes:
 - cannot legally be driven on the public streets
 - is not maintained in good repair.
 - does not have front and rear license plates with current registration tags installed
 - has flat tire(s) or a broken windshield or a broken mirror
 - is up on one or more jacks, jack stands, blocks or the like
3. Garages. Garages shall be used for the parking of the number of vehicles they were originally designed to accommodate. (7.5.3) Garages may not be converted to a use other than for the parking of vehicles. (7.6) Garage doors must be kept closed when not in use.
4. Parking. No vehicle shall be parked within public view on an unpaved portion of a lot. No vehicle shall be parked in a manner that blocks sidewalks or driveways partially or completely.

Maintenance Standards

Objective: *insure the appearance of Woodlake and maintain property values*

1. Landscaping Standards

- a. All Owners shall maintain all landscaped area located within the owner's lot. (7.8). No owner shall allow any portion of their lot to remain unlandscaped. (9.2.1) All permanent landscaping on any portion of any lot not installed by the builder must be immediately installed and maintained in accordance with the following standards:
 - b. Lawns shall be mowed, trimmed, and edged in a neat and orderly condition.
 - c. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot. (7.8) including driveways and sidewalks adjacent to the lot.
 - d. Any diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced with the same species unless a different species is approved by the Design Review Committee. This standard of care applies to all of the following:
 - i. "Planting beds" are defined as any area in the front yard which is not covered by lawn or concrete. All concrete additions must be approved by the Design Review Committee.
 - ii. "Median strips" are defined as the narrow, landscaped area between the sidewalk and the street as installed in specific areas within Woodlake.
- 425 Merchant Street, Suite 101 , Vacaville California 95688
707-447-6088 FAX 707-447-2831 Email:rich@ccpropmgmt.com

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- e. Lakeside Owners: are defined as any home on Rebecca Dr, Lakefront Ct, or Gulf Dr. which borders the common area around the lake along the back edge of their lot. No modification, alteration, or attachment of any item is allowed to the common area iron fence. (7.9) No gate may be installed on the same iron fence. The backyard of these units are subject to the same Design Review standards which apply to the front-yard's of all other units.
 - f. Irrigation systems shall be fully maintained in good working condition to ensure the continued regular watering of landscaped areas.
2. Home Maintenance Standards
- a. Each owner is responsible for maintaining the exterior of their house in a neat and attractive manner. (9.2.1) Each owner has the obligation to repair and maintain all fences, roofs, walls, walkways, driveways, and utility laterals serving their residence.
 - b. Each owner must make prompt repairs to any damaged improvements including: windows and glass; front doors, walls and trim, garage doors, roofs, gutters, landscaping, gates, and fences. (9.2.1)
 - c. Each owner must keep their lot free of all rubbish, trash, litter, weeds, or excess building materials and construction debris. No inoperable or disabled vehicles are allowed to be stored on any lot.

Use Restrictions and Regulations

Objective: *Insure property values and standard of living*

1. Each lot shall be used exclusively for residential purposes except as specifically allowed in Article 7.3 of the CC&R's. Other than those specific exemptions, no commercial enterprise shall be conducted upon any lot. Commercial and/or advertising signs of any kind, even for a legally allowed business, are not allowed on any lot except for one (1) single sign advertising a property for sale, lease, or rent. Such sign shall be less than 9 square feet in size.
2. Leases: Owners may lease their entire home to tenants subject to the restrictions found in Article 7.4 of the CC&R's. Owners are responsible for their tenants adherence to ALL rules and regulations of the Woodlake Community. Non-occupant owners must provide and maintain an updated mailing address to the manager of the Association.
3. Sports Equipment: (7.12) No basketball standards, fixed sports apparatus, or similar equipment shall be attached to the exterior of any residence or permanently placed on any lot without approval of the Design Review Committee. Portable or moveable basketball equipment or other moveable sports apparatus must be stored when not in use in a place where it is not visible from adjacent lots or streets. Portable basketball standards may not be placed on sidewalks or public streets at any time.
4. Garbage containers: All garbage, trash and accumulated waste material shall be kept in appropriate, covered trash containers and stored where they are not visible from any lot or street. Trash containers may be placed on the public street only on the night before and the day that pick-up is to occur by the garbage company. Garbage cans must be stored out of sight no later than 10:00pm on the day of pickup.

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5. Decorations: Holiday decorations are allowed but may not be installed more than one month prior to the appropriate holiday or remain installed longer than two weeks following the same holiday.
6. Outbuildings: No shed, shack, tent, garage, storage building, or any other temporary or permanent structure may be installed or placed upon any portion of a property without prior approval of the Design Review Committee. (7.13)
7. Nuisances: No noxious, illegal, or offensive activities shall be carried on nor shall anything be done which may become a nuisance to other residents or which shall in any way interfere with the quiet enjoyment of all residents.
8. Pets: Owners may keep a reasonable number of caged or uncaged household pets as long as the animals are maintained in accordance applicable laws. No commercial breeding of animals is allowed. Owners must immediately clean up any wastes produced by their pets. The Board shall have the right to prohibit the keeping in Woodlake of any pet which, after carrying out the Notice and Hearing procedure, is found to be a nuisance by other owners.
9. Architectural Changes – Design Review Process:
 - a. Except as expressly provided otherwise in Article 10 of the CC&R's, no owner may make any alterations to any portion of their lot that is visible from adjacent lots or streets without first obtaining approval from the Design Review Committee. This includes modifications, upgrades, changes (including color changes), enhancements, or additions to any property.
 - b. The Design Review Committee is made up of Woodlake property owners who volunteer their time to insure that all proposed changes to any owners lot conform with Article 10 of the CC&R's. They review and either approve or disapprove all submitted requests for changes. A copy of the complete Design Review Guidelines will be updated periodically and distributed annually to all members.
 - c. All change requests are to be in writing. The one-page change request form is distributed periodically and is available by request from the office of the manager, C & C Property Management.
 - d. Any changes to any properties which do not have a written approval from the Board or the Design Review Committee are still subject to this review and approval process.
10. Architectural Standards for Drought-tolerant Landscaping:
 - a. All changes intended to reduce water consumption must adhere to the same rules as any other changes, including the need to submit plans for ANY change to the association for approval prior to the work being done.
 - b. Approval for any use of rock will require that the owner sign an agreement, which shall be provided by the HOA, which will obligate the owner to keep any area landscaped with rocks free of all weeds, debris, leaves, or unwanted growth of any kind at all times.
 - c. Rocks: If rocks will be used as ground cover, the rock color must be a natural stone color. Ideally, smooth riverbed rocks offer accents that naturally highlight landscape scenery. The rock size should not be any smaller than 2" in diameter. No colorful red or white rock may be used.
 - d. Weed Barrier & Underlayment: It is highly recommended that a high-quality weed blocking material be used under any rock as protection from weeds.

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11. Except as expressly provided otherwise in Article 10 of the CC&R's, no owner may make any alterations to any portion of their lot that is visible from adjacent lots or Use of the Common Area:
- a. The park is off limits from dusk to dawn.
 - b. The area on the lake-side of the fence surrounding the lake is off-limits at all times except for maintenance activities initiated by the HOA Board.

Enforcement Process

Objective: *Insure Results and holds the Board accountable for compliance*

1. Notice and Hearing Procedures. The following notice and hearing procedures will be used whenever the Board meets to consider an alleged violation which could result in disciplinary action against a Member.
2. Notice of Hearing. Notice of the hearing will be sent at least ten (10) days prior to the hearing and will be given either personally or by prepaid first-class mail to the most recent address shown in the Association's records. The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a Member may be disciplined, and a statement that the Member has a right to attend and may address the Board at the meeting.
3. Opportunity to Be Heard. Members have the right to send a letter, send a representative, or appear in person to present evidence as to why they should not be disciplined. Members also have the right to bring an attorney with them to advise them or to speak on their behalf. The hearing will be held in executive session unless the member requests otherwise.
4. Rescheduled Meetings. Upon timely, written request and for worthy cause, an accused party may be granted a continuance to a new hearing date. In the event a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.
5. Correction of Violation. In the event the member notifies the Board that the violation is corrected prior to the hearing date, the Board may, if appropriate, discontinue the proceedings.
6. Notice of Decision. Within fifteen (15) days of the Board's decision, the Member will be given written notice of the decision.
7. Conflicts of Interest. If members of the Board have a conflict of interest (i.e., they filed the complaint, or the complaint was filed against them) such persons may not vote on the issue.
8. Remedies for Enforcement. To enforce the governing documents, the Board may impose one or more of the remedies described below as it deems appropriate to be effective. The selection of one remedy does not preclude the Association's right to pursue others.
 - a. Warning letters
 - b. Monetary penalties

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- c. Suspension of membership privileges
 - d. Alternative dispute resolution (arbitration or mediation)
 - e. Litigation
9. Failure to pay fines within thirty (30) days may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the owner shall be liable for those attorney fees and all related expenses in addition to the fines.
10. Fine Schedule. Violation of the association's governing documents may result in a warning letter, fine, suspension of privileges and/or continuing fines as the Board may determine to be appropriate to the situation and as provided for in the fine schedule. In addition to fines, the Board may file a lawsuit seeking judicial relief. The imposition of penalties and suspension of privileges will be subject to notice and hearing procedures.
11. The Association may pursue one or more remedies simultaneously. The selection of one remedy does not preclude the Association's right to pursue others.

Lake and Wetlands Restrictions

Objective: *Insure the lake and wetlands area and its inhabitants are protected*

1. No person shall cross over the fence that surrounds the lake and wetlands area without permission from the Board.
2. Any member witnessing a trespass in the prohibited area around the lake should report it to the Fairfield Police Department at 707-428-7300.