



Rules and Regulations

Revised May 2013

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WOODFIELD COMMUNITY ASSOCIATION
PLACENTIA, CALIFORNIA

AREAS OF RESPONSIBILITY

Amended – January 2013

MAINTENANCE AND REPAIR

HOMEOWNERS:

1. **BUILDINGS:**

Interior Party Walls: Maintain all original structures on the dividing line between lots. Repair, replace, and paint on a shared basis with the other owners who use them.

Utility Lines: Maintain and repair all utility lines and be granted access thereto, even though passing through the Common Area or another homeowner's lot.

Interior Walls: Maintain, repair, replace, and paint the interiors of the owner's dwelling and garage.

Exterior of Buildings: Maintain exterior, repair, and touch-up painting (patio fences, garage doors, utility doors, gates, etc.) to the exterior of the unit under the architectural control of the association.

Insurance: Provide condominium or renter's insurance for the owner's liability and personal property. Homeowners may want to consult their agent to purchase earthquake loss assessment coverage from their insurance agent.

Mechanical Equipment: Maintain, repair, and replace all mechanical equipment pertaining to the owner's living unit; including, but not limited to, the originally installed air-conditioner, garage door opener, and appliances.

Taxes: Pay any taxes levied against the owner's real and/or personal property.

ASSOCIATION:

1. BUILDINGS:

Roofs: Maintain, repair, and replace all roofs (roofs include the felt roof liner, all flashings, and the shakes or roof material).

Building Exteriors: Periodically paint the exterior surfaces of all buildings. Assume architectural control over all building exteriors.

Common Areas: Maintain all facilities held for the use and enjoyment of the residents of this complex, including at the present, pool, spa, tennis courts, and recreation building.

2. GREENBELT:

Provide landscaping and maintenance of all greenbelt areas, including planting and removal of trees, shrubs, or grass in the common areas. Maintain architectural control.

3. STREETS:

Provide repair and maintenance for the private streets, parking areas, and the parking lot at the pool.

4. SERVICES:

Employ services, managers, or agents to accomplish any of these duties. Provide insurance protection for these areas (see advisory on insurance), and pay any taxes that may be levied against the Association because of these activities.

INSURANCE

INSURANCE AGENT:

Agent: Michael Berg
Agency: Berg Insurance Agency
Address: 23651 Birtcher Drive, Lake Forest, CA 92656
Phone: 949-830-4590
Fax: 949-586-9877
Email: michael@berginsurance.com

PROPERTY:

1. HOMEOWNER: When purchasing your homeowners policy there are several things to consider. First, the common name for a homeowner's policy that fits with the community association at Woodfield is a Condominium Unit Owners Policy (HO-6). This policy covers building items not covered by the association, your personal property (request replacement cost), loss of use for providing a place to live after a claim, as well as your personal liability. Personal property is identified as any property which may be removed from the premises in the event the homeowner moves away. Homeowners also need to purchase coverage for property attached to the inside of the unit. This includes floor coverings, wall coverings, cabinets, countertops, etc.

In the event the property is not occupied by the homeowner and is rented, it is recommended that you contact your agent for a Condominium Rented to Others. The coverage is different for liability as a landlord as well as not needing personal property coverage.

2. ASSOCIATION: The master policy does not cover earthquake. You may find some limited earthquake protection from the California Earthquake Authority. This is a State program that provides some earthquake coverage and must be purchased through the same agency that provides your homeowner policy. Loss assessment pays for the assessment that comes to you as your share of earthquake damage to the community after an earthquake.

This coverage does not include the following: landslide, flood, war, nuclear hazards, termites, mice, wear and tear, or rain damage. Common areas are covered for all walls, walkways, and fences not attached to the buildings. The clubhouse and its contents, pool, spa, and tennis courts are covered by the Association policy. Coverage does not include mysterious disappearance of the clubhouse contents. Association will pay the deductible on any claim applicable to the common area.

LIABILITY:

1. HOMEOWNERS: Should acquire personal liability coverage protecting them from individual lawsuits by person(s) injured on their property or lawsuits arising out of their personal activities.

2. ASSOCIATION:

Personal Injury: Other than bodily injury; i.e. false arrest, libel, slander, invasion of privacy.

Comprehensive: All existing hazards of promised and operations incurring bodily injury or property damage, including written contracts.

Host Liquor: Liquor served in the clubhouse at an Association function.

Completed Operations and Product: Bodily injury or property damage from activities such as consumption of food or beverage at Association functions.

Owners and Contractors: Negligent act(s) of independent contractors engaged by the Board of directors.

Directors and Officers: Claims alleging mismanagement or pecuniary loss due to errors or omissions of the Board of Directors.

Blanket Fidelity Bond: Covers embezzlement loss due to dishonest acts of the Board of Directors, either individually or collectively (Note: Management Company is covered by its own fidelity bond.)

Non-Owned Auto: Autos used in Association business, but owned by members or employees of the Association.

Medical Payments: Injuries on premises, but not organized sports. (Note: Current limit for payment of medical expenses is \$5,000.)

Workers Compensation: Injuries to the Board members and committee chairpersons while performing Woodfield duties.

Finally, all Members must realize this insurance is for the Association and covers the exterior of the buildings and common areas, and the members have the responsibility for providing insurance for their contents and liability as stated in the attached Summary of Insurance. All statements herein are general descriptions and claims will be addressed based on the circumstances and facts of each individual incident.

WOODFIELD COMMUNITY ASSOCIATION

RULES AND REGULATIONS

PETS

- 1) No dogs or cats are to run loose in the common areas at any time. Pets are to be kept away from bushes and trees to avoid damage to the landscaping. Dogs are to be kept on a leash while walking through the common areas.
- 2) Dog and cat messes are to be disposed of by the Homeowners in their own trash cans.
- 3) The pet owner will be held responsible for any damage caused by their pet.
- 4) Pets that bark or make other noises regularly or incessantly will be considered a nuisance and the owner of such animal will be required to correct the situation.
- 5) Pets are not allowed in the enclosed pool or recreational areas.

BICYCLES

- 1) Bicycle riding on association property is limited to streets only. Positively no bicycle riding on walkways, greenbelts, tennis courts or pool area.
- 2) Bicycles may be walked on association walkways, but are totally restricted from greenbelts.
- 3) No dirt bikes, mini-bikes, motorcycles, or mopeds may be ridden on common areas at any time, or may they be parked on sidewalks, tennis courts, pool area or grass areas.

SKATEBOARDS, ROLLER SKATES, ROLLER BLADES

- 1) Skateboards, scooters, inline skates, roller skates, and roller blades are prohibited from all private walkways, greenbelts, tennis courts and pool area.

NOISE

- 1) Consideration for the interests of other Residents with respect to unduly loud or disturbing noises, whether caused by pets, children, adults, or guests, must be observed. Placentia Noise Abatement Law is in effect with no loud noises between 10:00 p.m. and 6:00 a.m.
- 2) No radios, tape, or CD players or similar type recording devices are to be played in the recreation areas after 10:00 p.m. Consideration of others in the area must be observed at all times.
- 3) Those persons using the Recreation Room must follow Contract Rules.

ARCHITECTURAL

1) Installations, additions and changes requiring prior written Committee approval:

- a) **Concrete or Wood Deck Patios** -- Architectural Committee will pay special attention to the possible effects any patio may have on proper drainage. Patio or wood deck must remain inside the unit boundaries. A copy of the approved plans or drawings will be retained by the Committee for its files.
- b) **Patio Covers** -- Details, structured plans, or drawings must be submitted to the Architectural Committee for preliminary approval. The standard patio cover should conform to current architectural guidelines. A maximum of sixty days from issuance of the Building Permit to patio completion is the rule. A copy of the approved plans or drawings will be retained by the Committee for its files. A City of Placentia Building Permit is required for all patio covers. Permits will not be issued by the City without a letter of approval from the Woodfield Community Association.
- c) **Exterior Patio Shelving or Counter Tops** -- Detailed plans or drawings for proposed shelving or counter tops must be submitted to the Committee for approval. All shelving or counter tops are to be painted the trim color of the unit and must be correctly installed. A copy of the approved plans will be retained by the Committee for its files.
- d) **Railings** -- Wrought iron porch railings may be used; however, they must be properly installed. The standard is wrought iron railing that has been used by the Builder and fencing with straight iron poles and no scroll work of any kind. A copy of the plans will be retained by the Committee.
- e) **Patio Gates** -- Patio gates may be used; however, they must be properly installed. The standard gate is of wood painted to match the fence of the unit or wrought iron, straight iron poles, no scrollwork of any kind and painted black. All hinges must be on the inside of the gate.
- f) **Privacy Screens** -- A privacy screen on the patio fencing between the homes is allowed in the duplex home only. They are not allowed between units in the row buildings. Before installing a privacy screen, it is required that you contact the Architectural Committee for approval and a list of conditions.
- g) **Exterior Antenna Wiring/Satellite Dishes** -- Television lead wiring is not permitted to run over the roofs of the homes or down walls. To install outside TV lead wire, contact the Architectural Committee for guidelines and approval. Satellite dishes must be mounted on fascia board. Mounting of dish on rooftop or in stucco is not permitted. No cable/wiring is allowed lying on rooftop. All wiring must be concealed and secured down the seam of the building and painted to match the surface. Attaching anything to the roof voids the roof warranty. Any homeowner who damages the roof will be responsible for the costs to return the roof to its original condition, any damages caused to any other units due to their installation, and any uncovered warranty work charged to the association on the entire building. Please use good judgment in placement of dish to be the least visible by neighbors and guests.
- h) **Key Pads** -- Architectural standards for key pads next to garage doors may be obtained from the Committee Chairperson.
- i) **Flagpole Brackets** -- One (1) Flagpole bracket per unit is allowed on wood trim and must be painted the same color as the wood trim.
- j) **Guttering** -- Guttering is allowed only on the rear of a home. Architectural approval is required.
- k) **Porch Lights** -- Must be consistent with the current architectural guidelines.
- l) **Screen Door** -- The ONLY screen door approved by vote of the residents is the retractable screen door. Approved for front entry and in-swinging door (Not approved

for garage doors). The only approved color is white. Screen door must be completely hidden when closed (retracted).

- m) **Mailbox** -- Existing mailboxes must be 41” high (per the U.S. Postal Service) and securely mounted to a post (not attached to garage wall). Posts must be straight and securely mounted in the ground. Mailboxes must be free of rust, peeling paint and stickers, decals or numbers of any kind. Mailboxes must conform to current architectural guidelines. New mailboxes must be in the same spot as the old mailbox. The style must be approved by the board.
- n) **Garage Doors** -- The Woodfield Community Association will allow for replacement of garage doors with the raised panel wood or metal doors provided they meet the following specifications: Doors must be constructed of Wood or (insulated) metal. Doors must be painted to match the color of the door being replaced. The number of horizontal sections is four when wood trim is added to a solid construction door or to a plain metal door. The number of raised panels is sixteen on the metal roll-up (four vertical rectangles x four horizontal rectangles).
- o) **Entry Doors** – Woodfield Community Association will allow for replacement of front entry doors per current architectural guidelines. All new doors require architectural approval.
- p) **Windows and Patio Doors** -- All glass windows must have a clear appearance (No colored glass or glass finishes). No grids may appear on glass. Single or dual pane glass is approved. Framing may be replaced with like framing (aluminum) or white vinyl framing. If you replace ONE window, you must replace ALL to match within one residence. Patio sliding doors must be a 2-panel sliding door. No French Doors are allowed. All windows and doors must be professionally installed and conform to current architectural guidelines.
- q) **Window Coverings** -- Permanent window coverings must be installed no later than 120 days from the close of escrow. Appropriate window coverings include: white, neutral, tans or beige blinds or shutters. Drapes or colored drapes must be lined with a neutral color. Curtains and exterior bamboo rolling shades are not considered to be permanent window coverings and should not be visible from the exterior of any unit. Furthermore, no mirrored or reflective tints may be placed on the window within the community.
- r) **Patio Lights** – Patio lights must be kept in good repair. All patio lights must have a globe or cover; no exposed light bulbs or flood lights. Broken patio lights must be repaired or replaced. Architectural approval is required as with all exterior repairs and replacements.

2) General additions not requiring written Committee approval:

- a) **Flower Boxes** -- Flower boxes may be set on window ledges, but not attached.
- b) **Exterior Christmas Lights/Decorations** -- Christmas lights/decorations are allowed if the following conditions are met by the resident:
 - (1) All hooks or nails used to hang the lights/decorations must be removed by the resident by January 15th.
 - (2) The resident is responsible for any damage done to the exterior of the homes as a result of their hanging up Christmas lights/decorations.
 - (3) Attaching lights/decorations to the roof is forbidden.
- c) **Peepholes** -- May be installed in front doors at the Homeowners’ expense.

3) Additions or Changes NOT allowed:

- a) Hot Houses or Green Houses

- b) Second Floor Sun Decks
 - c) Enclosed Patios
 - d) Window Decorations (Awnings, protective windows, bars, outside shutters, attached flower boxes, newspaper, bed sheets, or foil, except temporarily.)
 - e) Room Additions
 - f) Fiberglass or Aluminum SOLID patio covers
 - g) Alterations to Existing Fences which deviates from approved architectural guidelines.
 - h) Visible Dog Houses
 - i) Flower Boxes or Pots, Patio Furniture, or items of any kind on garage roofs.
 - j) Flag Poles
- 4) Signs
- a) One (1) 18” by 24” For Sale, For Rent, For Lease type sign per unit. Signs must be placed in planted areas and not in grass areas.
 - b) Signs (“For Sale”) must be removed within 48 hours if sale or entry of the property into Escrow.
 - c) Realtors are responsible for damage to sprinkler system when installing “For Sale” or directional signs.
 - d) Signs must comply with applicable law.
- 5) Buildings
- a) Homeowners are responsible for maintenance of their units except for periodic painting and all roof repairs.

Contact the management company to obtain an application for approval of exterior changes or additions. In your request, identify your property by Lot and Tract numbers as well as the address; and whether you own or lease the property.

Send three (3) copies of the sets of drawings and/or a detailed description of your proposed changes, together with the application form, to the management company.

POOL/SPA

- 1) Pool Hours are as follows: Sunday thru Thursday 8 AM –9 PM; Friday & Saturday 8 AM – 10 PM
- 2) No Lifeguard on duty. All persons using the pool at their own risk.
- 3) Please shower before entering the pool if you use oils or lotions on the body.
- 4) Life jackets or arm flotation devices must be worn by young children but are not to be used as toys.
- 5) Infants wearing diapers are required to wear diapers specifically designed for pool use while in the pool and pool area.
- 6) No children under fourteen (14) years of age are allowed in the pool area unless accompanied by a resident eighteen (18) years of age or older.
- 7) A limit of four (4) guests per unit and owner/tenant must be present.
- 8) Owner/Tenant must have valid key card in their possession to use facilities.
- 9) No Styrofoam objects, Frisbees, balls, fins, surfboards, boogie boards, or rafts are allowed in the pool area. The throwing of any items in the pool area is prohibited.
- 10) No food or drinks are allowed while in the pool or spa.
- 11) No Smoking
- 12) No Alcohol
- 13) No breakable items are allowed in the pool area.
- 14) No running or horseplay is allowed in the pool area.
- 15) No pets in the pool or pool area, per The Health Department.
- 16) No bicycles, skateboards, roller blades, or roller skates.
- 17) Pool Gates are to be kept locked at ALL times.
- 18) No reserving the Pool or Spa.
- 19) No playing of radios, cassette players, or CD players in the recreational areas (pool area and parking lot adjacent to it, tennis courts, and recreation room) after 10 PM. The volume of the aforementioned should always be at a low setting so as to comply with the Placentia Noise Abatement Law.
- 20) Please consider your neighbors living near the pool and keep the noise to a minimum.
- 21) The American Medical Association has determined that exposing young children to elevated temperatures of the spa can be hazardous to their health. The Board of Directors asks all parents to exercise caution and encourage their children NOT to use the spa.
- 22) All trash, paper refuse, etc. must be placed into the appropriate containers.
- 23) Any pool/patio furniture that has been moved by a resident while at the pool should be returned to its original position.
- 24) No person shall tamper with any of the equipment or items having to do with the function and operation of the pool/spa.
- 25) Violation of the above rules and regulations may result in the loss of pool privileges.

LANDSCAPE AND GREENBELT

- 1) No planting permitted outside of the private patios by Homeowners or Residents unless approved by the Landscape Committee or the Board of Directors.
- 2) Private patio planting is restricted as follows:
 - a) Trees, shrubs, or bushes shall not be allowed to exceed ten (10) feet in height (below 1st story roof eaves and 2nd story overhang on row homes).
 - b) Any vine-type plant must be kept away from fences and all garage and building walls and roofs.
- 3) All plantings within the Homeowners' patio area are the Homeowners' responsibility, including their removal and/or protection, when re-painting of the building exteriors by the Association takes place. Costs for said removal/protection shall be borne solely by the Homeowners'.
- 4) Any Association costs incurred because of a Homeowners' failure to care for the greenery they plant, whether authorized or not, will be billed to the Homeowner.
- 5) The installation of stepping-stones on the common areas by a homeowner requires prior approval of the Board of Directors (approval must be given in writing). The following Rules and Restrictions apply to stepping-stones and their placement:
 - a) Use of stepping-stones is restricted to form a path between patio entries and the existing sidewalks.
 - b) Individual stones must be gray, brown, or red clay in color, circular, with a diameter of 12 inches. Stones are to be placed edge-to-edge, 16 to 24 inches apart.
 - c) Stepping-stones must be set at ground level to allow easy mowing of the greenbelt without interference.
 - d) Maintenance and replacement of the stepping-stones are the installing homeowners' responsibility. Any damage to the common area resulting from their removal will be repaired and charged to that homeowner.
- 6) Organized sports/activities of any kind are not allowed in the greenbelt.
- 7) No alterations are to be made to the common area plantings, structure, finishes, or decorative items by any individual resident or homeowner. The cost of replacing any tree(s), shrub(s), or other plantings, or for restoring to their original condition any structure, appliance system, decorative items, or other Association property(ies) will be the responsibility of the homeowner or resident who cause the work to be needed.
 - a) Exception to exterior front: one pot on porch only, not to exceed 24" and plant not to exceed 24" and in good health.

PARKING

- 1) No parking except in garages and designated parking areas, and in driveways of sufficient length to accommodate the vehicle. No parallel parking is allowed along the garages of the row buildings. Any vehicle parked on a driveway with a tire on the concrete curb/gutter is subject to violation and/or tow.
- 2) Parking on streets, except Blue Ridge Drive is strictly NOT allowed.
- 3) Parking on streets, except Blue Ridge Drive, is allowed ONLY for loading/ unloading or vehicle washing and cleaning (1 hour time limit).
- 4) No mobile home, motor home, truck, trailer, and/or boat shall be permitted to park in any of the private street area within the properties for longer than three (3) hours during a 24-hour period. Parking is strictly limited to purposes of servicing.
- 5) Vehicles parked overnight (1:00 am to 6:00 am) in the guest parking must be safe-listed with our patrol company. Residents may Safe-list a vehicle for not more than ten (10) days in a 90 day period by either of the following means (online Safe-listing is the preferred method).
Guest Parking includes: 1 pool lot, 1 lot on Huron Circle, 2 lots on Teton Circle, and 1 lot on Chinook Drive.
 - A. Online Safe-listing <http://www.patrol-one.com>
 - B. Call Patrol One at 714.541.0999 or 949.367.8055 (24 hours a day) and provide the operator with the following information:
 - 1) Resident name, 2) address, 3) phone number, 4) guest vehicle license plate number 5) guest vehicle make, model, color
 - C. Place the confirmation number on the dash of the vehicle.Vehicles not Safe-listed will be subject to violation and tow at the owners expense.
- 6) Driveways and aprons in front of appropriate type homes are to be kept free of grease, oil, paint, rust, and other substances of a harmful or unsightly nature. Owners are responsible to see that this is maintained on an on-going basis.
- 7) No inoperable vehicles shall be stored on any common area property within Woodfield. Any vehicle which appears to be abandoned, stored or inoperative will be cited and subject to tow at the owner's expense after 72 hours. Such vehicles may not be Safe-listed.
- 8) In order to allow efficient usage of common area "guest" parking areas, residents are requested to use their garages for private parking.
- 9) All California State and Placentia City Vehicle Code Laws are in effect on the streets of Woodfield. In addition, the following rules are also in effect:
 - a) Limited time safe-listing may be granted upon request, for three (3) days parking of a guest's motor home, camper, or automobile in the common parking areas. No permit will be granted to any household for more than ten (10) days in a ninety (90) day period to any household.

RECREATION ROOM/CLUBHOUSE

Per CC&R's Article IX – Section 2 – No Business/Commercial/Vending Activity Permitted on Woodfield Property (except Annual Community Wide Garage Sale when BOD approved)

- 1) No-one under the age of eighteen (18) is allowed in the recreation room unless in the company of a resident twenty-one (21) years of age.
- 2) Guests are to be in the company of a resident at all times.
- 3) Any damage to the recreation room, beyond normal wear and tear, shall be the direct responsibility of the Homeowner and the Homeowner will be liable for the cost of any necessary repairs.
- 4) Reservations for parties are limited to the Recreation Room only. The pool and barbecues cannot be reserved.
- 5) No-one wearing wet bathing suits or carrying wet towels is allowed on the Recreation Room (except for the rest rooms).
- 6) The Recreation Room may be used from 8 AM to 9 PM Sunday thru Thursday and 8 AM to 10 PM on Friday and Saturday.
- 7) Owners must sign an agreement to abide by written rules prior to reserving the Recreation Room. In the case of a tenant's use, the owner must sign the agreement for responsibility. Violation of these rules or of the signed rental agreement will result in the forfeiture of the rental deposit.
- 8) The Clubhouse is for the Residents' general use on major holidays. No private reservations may be made on the following days: New Year's Eve and Day; Easter Sunday; Mother's Day; Memorial Day; Father's Day; Fourth of July; Labor Day; Thanksgiving Day; Christmas Eve and Day.
- 9) Violation of these rules or of the signed rental agreement may result in the forfeiture of the rental deposit.

TENNIS COURTS

- 1) Guests are to be in the company of a Resident at all times.
- 2) Resident/tenant must have valid key card in their position
- 3) Reservations must be made for non-consecutive one-hour sessions.
- 4) Please think of your neighbors living around the tennis courts and keep the noise to a minimum.
- 5) No play or practice is allowed before 8 AM daily or after dark.
- 6) Residents with guests may use only one court at a time when other Residents are waiting to play.
- 7) One person cannot hold or use a court when people are waiting (10 minute reservation rule is in effect).
- 8) Time limits are in effect, as above, if persons are waiting to play.
- 9) Regulation tennis shoes must be worn at all times (No jogging or training shoes).
- 10) No bicycles, skateboards, roller skates, roller blades, inline skates or scooters.
- 11) No pets allowed in the tennis courts at any time.
- 12) No breakable items allowed inside the tennis court compound.
- 13) Only playing participants allowed on the courts.
- 14) Gates must be kept locked at all times.

MISCELLANEOUS

- 1) Any sport/activity which constitutes a nuisance in terms of damage to the Association and/or causes excessive noise is prohibited.
- 2) When not in use, garage doors are to be kept closed at all times. This prevents vandalism and theft, and promotes a good appearance.
- 3) Weeds, rubbish, and debris are not to be kept on any property within Woodfield as it promotes health problems and is a potential fire hazard.
- 4) Trash containers must not be set out for pick-up more than 24 hours in advance and should be properly covered to prevent rodent or other animal access. Trash containers are to be removed within 24 hours of trash pick-up.
- 5) The use/storage of hazardous materials is prohibited.
- 6) Garage sales on an individual basis are not allowed. The Board of Directors may sponsor a complex-wide garage sale at their discretion.
- 7) The Speed Limit on private streets is 15 miles per hour.

MALICIOUS MISCHIEF AND/OR VANDALISM

- 1) Acts of malicious mischief and/or vandalism will incur an immediate hearing before the Board of Directors, plus all costs involved in correcting the damage, as well as prosecuting to the full extent of the law.
- 2) All costs and assessments will be levied on the Homeowner where the offender resides or is visiting. Juveniles are the responsibility of the parent or host.

KEYS

1. Each household was initially provided with a key card which opens the pool and tennis court gates. You are responsible for your own key so guard it carefully! Please report any lost or stolen key to the Association Management Company as soon as possible – there is a replacement charge of \$100.00 and there is a limit of (1) keycard per unit. Key cards may only be obtained from the management company by the owner of the unit.

SPECIAL NOTE

- 1) Unpaid assessments, fines and outstanding dues are subject to collection proceedings as allowed by California law. Failure to bring payments current and/or failure to clear a lien that has been recorded against the property may result in legal proceedings being initiated by the Association, including foreclosure. The escrow process requires clear title prior to sale of your property. An encumbered title could present problems to the selling homeowner.
- 2) Unpaid assessments, fines and outstanding dues are also subject to suspension of voting and common area facilities privileges (tennis courts, pool, recreation room).
- 3) As a seller, you are responsible for providing a copy of the following to the buyer of your unit:
 - a) All applicable keys.
 - b) All documents required by *Civil Code* Section 1368(a).
- 4) As a landlord in Woodfield, you are responsible for the conduct of your tenants and their children against your association account. You will be asked to complete a “Delegation of Use” form which will transfer your right to the use of the common areas and facilities to your tenants.

FINE AND ASSESSMENT PROCEDURE AND SCHEDULE

EXTRAORDINARY ASSESSMENTS

FOR INFRACTIONS AGAINST THE CC&Rs, BY-LAWS, AND RULES AND REGULATIONS OF THE WOODFIELD COMMUNITY ASSOCIATION.

The basis in the By-Laws and CC&Rs for the Board of Directors to promulgate and enforce extraordinary assessments are as follows:

Article V. Powers and Duties of the Board of Directors

Section 1 Powers

The Board of Directors shall have power to:

Conduct, manage, and control the affairs and business of the Association, and to make and enforce such Rules and Regulations therefore consistent with the Law, with the Articles of Incorporation, the Declaration, and/or By-Laws, as the Board may deem necessary or admissible.

Assessments:

The Board of Directors may issue a warning or assess fines for each violation of these Rules and Regulations, weighing the gravity and history of the violation. Assessment will be \$50.00, per violation, per occurrence. Non-resident violators will be considered trespassers, to be removed from the premises by the Police, if necessary. For violations of the CC&Rs and By-Laws, an assessment will be made against the owner of the property where the host resides.

Before invoking any assessment, the Board of Directors shall give the violator a Notice of Hearing and an opportunity to be heard. Any assessment imposed which remains unpaid for a period of ten days or more after its due date, will result in collection proceeding pursuant to Article IV of the Declaration.

VIOLATION PROCEDURE

General Violations:

A formal notice will be sent to the owner notifying them of the violation. The Board of Directors will verify that the violation is not continuing after the violation date set forth in said notice. Homeowners should return the violation response to the management company stating whether or not they have complied with the notice.

If the violation continues after the violation date, or is repeated within 12 months, the Board of Directors will send a notice of hearing concerning said violation. The member will be given fifteen (15) days advance notice of the hearing to defend his/her position. The following are penalties that may be imposed at the discretion of the Board of Directors.

Pool & Spa Violations:

- 1) First Offense: \$50.00 per violation (multiple violations occurring at the same time will be treated separately. For example, if three children under the age of fourteen are found using the pool, two of whom are guests of the third whose family resides within the Woodfield Community, the parent(s) of the resident child would be fined \$150.00 for the three violations. Landlords will be responsible for the tenants).
- 2) Second Offense: \$150.00 per violation (see example contained in #1).
- 3) Third and Subsequent Offenses: \$250.00 per violation (see example contained in #1).

SCHEDULE OF FINE ASSESSMENT

Each Offense – Minimum of \$50.00.

Repeated Violations

Owner/Resident use of the facilities can and will be suspended by the Board of Directors under the conditions found in the CC&Rs.

TENANT VIOLATIONS

Tenants are bound by the Rules and Regulations and CC&Rs and are subject to the enforcement of same by the Board of Directors. The Homeowner will be held responsible for all fines/assessments owed by their tenant. The Homeowner will also be liable for payment of specific assessments resulting from damage caused to Community property by tenants or their guests in the event that the tenant does not reimburse the Association.