

GOVERNMENT CODE SECTION 12956.1-12956.2. DISCRIMINATORY RESTRICTIONS IN DOCUMENTS

12956.1. (a) As used in this section, “association,” “governing documents,” and “declaration” have the same meanings as set forth in Sections 4080, 4135, and 4150 or Sections 6528, 6546, and 6552 of the Civil Code.

(b) (1) A county recorder, title insurance company, escrow company, real estate broker, real estate agent, or association that provides a copy of a declaration, governing document, or deed to any person shall place a cover page or stamp on the first page of the previously recorded document or documents stating, in at least 14-point boldface type, the following:

“If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

(2) The requirements of paragraph (1) shall not apply to documents being submitted for recordation to a county recorder.

(c) Any person who records a document for the express purpose of adding a racially restrictive covenant is guilty of a misdemeanor. The county recorder shall not incur any liability for recording the document. Notwithstanding any other provision of law, a prosecution for a violation of this subdivision shall commence within three years after the discovery of the recording of the document. *(Amended by Stats. 2019, Ch. 601, Sec. 9. (SB 222) Effective January 1, 2020.)*

12956.2. (a) A person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant in violation of subdivision (l) of Section 12955 may record a document titled Restrictive Covenant Modification. The county recorder may choose to waive the fee prescribed for recording and indexing instruments pursuant to Section 27361 in the case of the modification document provided for in this section. The modification document shall include a complete copy of the original document containing the unlawfully restrictive language with the unlawfully restrictive language stricken.

(b) Before recording the modification document, the county recorder shall submit the modification document and the original document to the county counsel who shall determine whether the original document contains an unlawful restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry. The county counsel shall return the documents and inform the county recorder of its determination. The county recorder shall refuse to record the modification document if the county counsel finds that the original document does not contain an unlawful restriction as specified in this paragraph.

(c) The modification document shall be indexed in the same manner as the original document being modified. It shall contain a recording reference to the original document in the form of a book and page or instrument number, and date of the recording.

(d) Subject to covenants, conditions, and restrictions that were recorded after the recording of the original document that contains the unlawfully restrictive language and subject to covenants, conditions, and restrictions that will be recorded after the Restrictive Covenant Modification, the restrictions in the Restrictive Covenant Modification, once recorded, are the only restrictions having effect on the property. The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

(e) The county recorder shall make available to the public Restrictive Covenant Modification forms.

(f) If the holder of an ownership interest of record in property causes to be recorded a modified document pursuant to this section that contains modifications not authorized by this section, the county recorder shall not incur liability for recording the document. The liability that may result from the unauthorized recordation is the sole responsibility of the holder of the ownership interest of record who caused the modified recordation.

This section does not apply to persons holding an ownership interest in property that is part of a common interest development as defined in Section 4100 or 6534 of the Civil Code if the board of directors of that common interest development is subject to the requirements of subdivision (b) of Section 4225 or of subdivision (b) of Section 6606 of the Civil Code.

(Amended by Stats. 2019, Ch. 601, Sec. 10. (SB 222) Effective January 1, 2020.)



WILDWOOD HOMEOWNERS ASSOCIATION

Rules and Regulations

February 3, 2023

These Rules and Regulations ("Rules") apply to all properties subject to the Wildwood Homeowners Association ("the Association") and the Second Restated Declaration of Covenants, Conditions and Restrictions of Wildwood (Portion of Villa Towne Homes), recorded on October 28, 2005, in Book 20051028, at Page 2277, as Document No. 200510282277, in the Official Records of the County Recorder of Sacramento County, California ("CC&R's").

The Rules were approved and implemented by the Board of Directors ("the Board") on June 3, 2022. The terms defined in the CC&R's and the Bylaws have the same meaning when used in the Rules, unless the context indicates a contrary indication.

Owner Responsibilities

1. Owners are responsible for the conduct within the Association regarding the residence they own and are required to take precautions necessary to ensure they, and any resident, tenant, guest, service provider, or other invitee to the development do not violate any of these rules or the CC&Rs.
2. The Rules and the CC&Rs must be made a part of any rental agreement for any residence within the Association, and every owner of any residence within the Association is required to secure the written acknowledgment of each tenant of such residence that the tenant has received copies of the Rules and the CC&R's from the owner and will abide by them. A violation of any of these rules, or of any provisions of the CC&R's, may result in a non-compliance assessment as outlined in Section IX of this document.
3. To ensure that property values and quiet enjoyment of all properties within the Association are not negatively impacted by owners, residents or guests who fail to respect the CC&R's, the Rules or the rights of others, the association enforces a "zero tolerance" policy for violations of the CC&R's and the Rules.

I. Vehicle Parking/Repairs/Carports

1. This is a gated community. Please refer to *Section II. Gate* for specific rules.
2. Speeding in excess of 5 mph within the Association is not allowed.
3. Each residence comes with the exclusive right to use two (2) parking spaces located within the carport for such residence; owners and/or their tenants may only use the carport parking stalls for their residence.
4. Owner and/or tenant vehicles must register their car with the Association management, and upon registration will receive a current placard to be used when parked in the carport. This placard will prevent the vehicle from being towed.
5. The only parking areas in the Association are authorized parking within the carport stalls and Guest Parking. No parking is allowed in alleys or streets within the Association. Any vehicle parked in violation of the rules may be towed at the vehicle owner's expense and the residence owner may be fined as directed by the Board. Non-permit parking is available on Creeks Edge Way, a public city street.
6. Guests of a residence must register their vehicles online at www.wildwood.guestparkingpermits.com. A digital Visitor Permit will be provided and will be valid for 24 hours. Vehicles intending to park for longer than 24 hours must contact the Association management for an applicable permit.
7. Guests may only park in one of the two (2) designated carport spaces for the residence they are visiting or within an open Guest Parking area of the Association.
8. The Association may establish uniform procedures and fees for the registration of resident and/or authorized guest vehicles, and for the issuance of resident, visitor and/or guest permits, stickers and/or placards.
9. Service Providers for owners providing service to a unit may temporarily use fire lanes to provide said service but may not block any portion of the alleyways or carports.
10. Leaking of any vehicle fluids or toxic fluid in any carport with the Association, or within the common areas is not allowed.
11. No motor vehicle may be repaired within any portion of the Association including carports, except for emergency repairs necessary to move the vehicle to a repair facility outside of the Association.
12. All vehicles parked within the Association must be capable of being operated legally both within the Association and on the public streets and highways. As such:



- i. All vehicles within the Association must be physically operative and licensed and registered with the California Department of Motor Vehicles, or another applicable agency with jurisdiction. The license and registration for any such vehicle must be current and properly displayed.
 - ii. If an operative vehicle becomes inoperative, or otherwise out of compliance with the rules (including expiration of any required vehicle registration or permits), it must be removed from the Association within 24 hours of being inoperative and may not be returned to the Association until it is fully operative and in full compliance with all requirements of this rule.
 - iii. Inoperable vehicles may not be stored at any location within the Association.
13. No mobile home, trailer of any kind, recreational vehicle that is not a standard passenger vehicle, truck camper larger than a one-ton pickup truck, or commercial vehicle may park within the carport or Guest Parking spaces.
14. No items of any kind are to be placed within any carport.
15. No loitering, gathering, barbecuing, drinking alcoholic beverages of any kind, or playing by any persons within any carport, for any purpose, whether peacefully or otherwise, may be made of any carport nor any other use of any kind that does not involve parking a standard passenger vehicle.

II. Gate Entry

1. Upon closure, gate will require:
 - i. An ID
 - ii. or code
 - iii. or badge
 - iv. or FOB key
2. Owners must provide the Association with identification for all residents within their lot who require gate entry.
3. Owners responsible to obtain gate access info from the Association and provide tenants with gate entry information.
4. Lost or stolen gate entry information must be reported to the Association promptly.
5. For loss of gate entry information, a fee may be applied by the Association.

III. Cleanliness/Safety

Please help us keep our Association clean.

1. Owners are responsible for ensuring that their lot is in compliance with all cleanliness requirements set forth in the Rules at all times, regardless of the source or other cause of any such violation.
2. No rubbish, trash, garbage, or other waste material is permitted within or outside of any residence including patio, carport, and common areas. Rubbish, trash, garbage, or other waste material is allowed only in sanitary containers within the residences or within city garbage cans maintained according to City Code and located solely within the approved/assigned locations.
3. No discarding of old furniture, appliances, or any other items of any kind inside any carport, or on any patio, or within any portion of the common areas. Should an owner wish to use their free city trash pick-up opportunity, they must contact the Association to avoid dumping fines and hauling fees.
4. There shall be no storage of hazardous substances anywhere within the Association. No hazardous substances may be used within the Association in any manner which creates a fire hazard of any kind.
5. Articles such as clothing, rugs or towels may not be hung over any fence or otherwise on the exterior of any residence.
6. Barbeques ("BBQs") are not permitted within the common areas, with the sole exception of community BBQs expressly approved by the Association. BBQs may be used within a residence's patio with a competent and fully sober and alert adult physically present when a BBQ fire is burning. The adult will ensure BBQs are operated 10 feet away from any flammable item or structure and operated in such a manner that no flame shall escape the BBQ at any time.
7. For the safety of minor-aged residents and others, no persons may play, loiter or otherwise engage in recreational activities of any kind in the carports, driveways, alleys, streets or sidewalks within the Association.
8. No wading pools are allowed in front of residences, in carports, or within any portion of the common areas, except, if at all, as the Association may elect to provide within the pool area.



IV. Pets

1. The only animals allowed on or within any residence are dogs, cats or other common household pets.
2. Owners and residents shall be responsible for the immediate clean-up and proper disposal of pet wastes of any pet attributable to their residence, whether any such pet waste is deposited in the common areas or within the patio area or carport of any lot, or within any residence, or at any other location.
3. Dogs may not be of a violent disposition and must be on a leash at all times within the common areas or carports. No dog may be left chained or otherwise tethered within the common areas or carports.
4. If dogs are running loose, notify the owner. If the problem continues, call the City of Sacramento by dialing 311 to report.
5. Animal viciousness and/or threats will not be tolerated.
6. Animals are not permitted to disturb any residents by barking or otherwise.
7. If an animal interferes with Association responsibilities or maintenance, the residence may not receive maintenance from the Association under the Board's direction.



V. Pool



1. All persons must show before entering the pool.
2. For the safety of all residents and their guests, residents, or guests ages 14 and younger must be accompanied in the pool area at all times by a competent, fully sober, and alert parent or other adult. An adult is someone over the age of 18.
3. There is no lifeguard on duty!
4. No person shall use or be present in the pool area unless the pool is open, and an Association-designated pool monitor is present.
5. Persons occupying the pool area must wear swimsuits or swim trunks. No exceptions.
6. Use of the pool area is limited to owners in good standing with the Association and the duly screened and registered residents of such owners' residences. In addition, owners and/or screened and registered residents may be accompanied by a maximum of two (2) guests in the pool area unless special advance arrangements are made with the Association. However, any person who is subject to any suspension of pool privileges may not utilize or be within the pool or any portion of the pool area, including without limitation as a guest or an authorized user, during the period of any such suspension. No person may admit any unauthorized person to the pool area.
7. Gates to the pool shall remain closed and locked always.
8. The gate shall be used for entering and leaving the pool area. Do not climb over the fence.



9. No pets are allowed in the pool area at any time.
10. No glassware is allowed in the pool area.
11. Radios, tape players and other musical and/or broadcasting devices shall be kept at a reasonable volume.

VI. Architectural Control



1. Any exterior structural changes must conform to the existing architecture and be approved by the Board.
2. Any exterior change made without the advance approval by the Board may, at the discretion of the Board, be removed at the owner's expense.
3. Approved exterior changes must conform to the existing architecture.
4. Outdoor antennas are not allowed and may not be attached to the roof, siding or any portion of the structure.
5. Roofs are maintained by the Association.
 - i. Solar panels: Any solar panels installed with or without approval by Board will need to be removed at the owners expense to complete any roof repairs or replacements. Any units with solar panels installed without approval by the Board will not receive roof repairs or replacements until removed.
 - ii. Interior leaks must be repaired by the homeowner. Exterior leaks must be reported to the Association as soon as they are discovered so a roof inspection may occur. Roofs leaks will not be fixed during inclement weather to avoid further roof damage and leaking, and to keep maintenance staff safe. Roofs

are fixed immediately upon a dry stretch of weather. The Association will not be responsible for interior damage caused by inclement weather or failure to report leaks.

Satellite/Cable Installation



1. Cable and satellite installations can be installed in of the Associations common areas such as the flower beds or in exclusive use areas such as the unit's patio. The use of tripods is allowed for satellite installation.
2. The installation cannot damage the siding or the roof as both are the responsibility of the Association and are common area.
3. No exterior installation to get cable to the 2nd level of the unit is allowed. Installation of cable or satellite service to the 2nd level must be done in the interior of the unit. If compliance to this rule fails, any breaches to the second floor will be the owner's responsibility. The owner will pay for the Associations contractor to do the repair. The cost of the repair may not be competitive.

4. The owner is responsible for ensuring satellites are removed from the property when a tenant vacates the unit. The satellite must also be disposed of properly. Failure to comply to these rules could result in the association removing the equipment and charging the owners account for that equipment removal and disposal.

Patios and fence lines

1. Any items, such as appliances, furniture, or trash, that could cause a fire or safety hazard, interfere with exterior maintenance, or are unsightly, may not be on the patio.
2. Professionally installed sheds must be painted to match the exterior of the building.
3. Professionally built, free standing (not attached to the common area structure) pergola's must be painted to match the exterior of the building.
4. There should be no signs attached to the patio fence except one "For Rent", "For Lease", or "For Sale".

Fence Appearance and Specifications

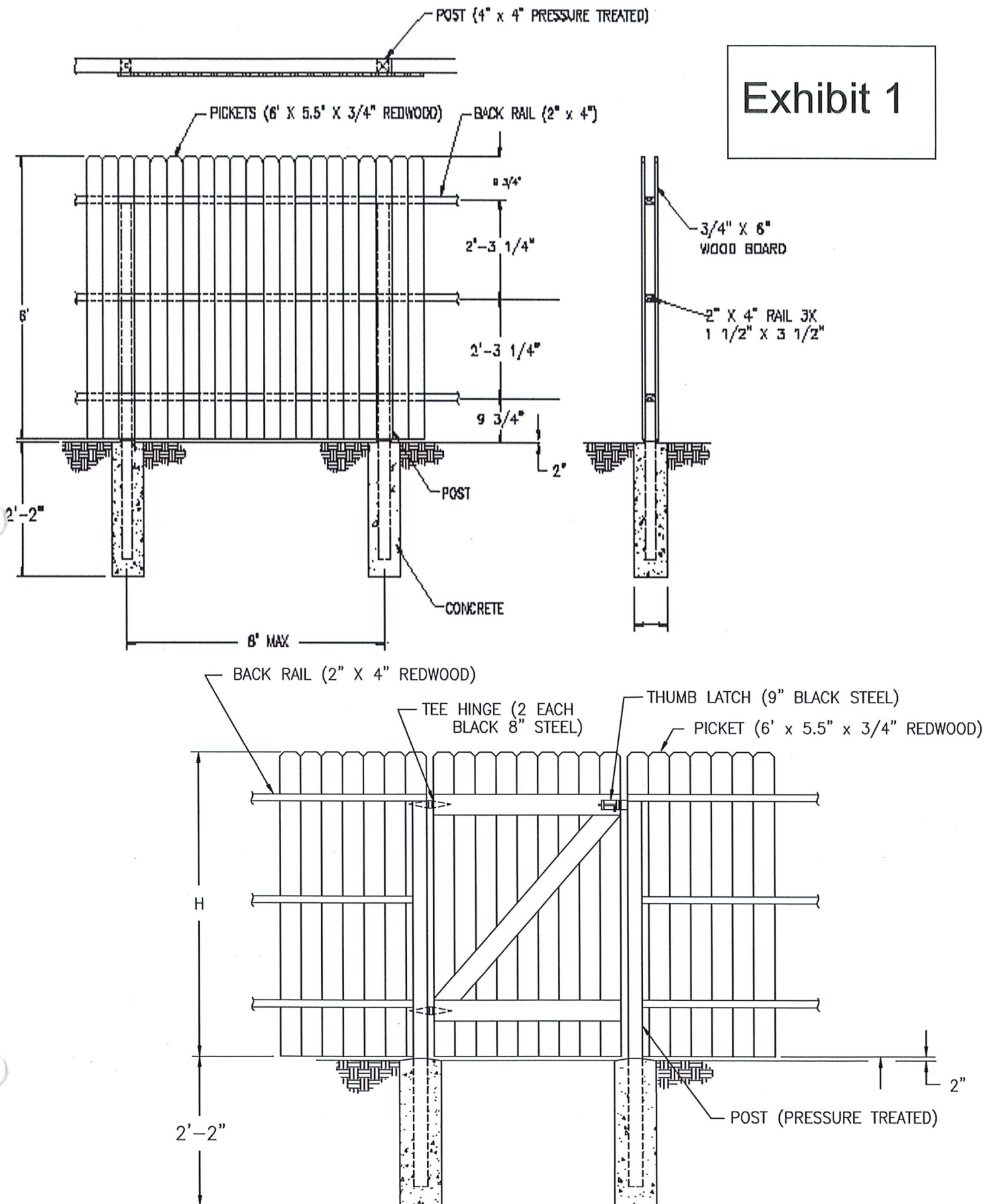
1. The patio fence must be in accordance with the Associations specifications (see Exhibit 1).



2. The following conditions are not allowed for the appearance of the fence surrounding the patio area of the unit:

- Boards that vary in height and width making the fence line uneven
- Boards that are dull and/or dry rotted
- Missing boards
- Posts that need replacing
- Posts attached to the building
- Posts falling down
- A missing or broken gate
- A misaligned gate
- A fence with gaps between the boards.
- A weathered fence

Exhibit 1



Residence Interior

1. Each owner shall have complete discretion as to the choice of furniture, furnishings and interior decoration, but windows can be covered only by drapes, attractive blinds or shades that are of neutral color facing the street. Brightly colored window treatments must have a white or neutral backing/lining facing the window. Windows cannot be covered by sheets, blankets, rugs, foil, cardboard, or other similar materials.
2. Screens are required on all windows and must fit and be in good functioning condition.



3. Doors, security doors, door frames must be in good functioning condition and fit. The doors, security doors, and door frames must attractive and painted to look well maintained.

4. No residence shall be occupied by any person during any period in which electrical power is not available to the residence, with the sole exception of temporary interruptions of electrical power due to power outages which are not attributable to any action or inaction of the owner or any resident, guest, or other occupant.

5. A residence may only use electrical power provided by a utility provider. Electrical power may not be "tapped" or utilized from one residence to another, regardless of any owner, occupant, or other resident's consent.

6. Candles may be used solely in a safe and prudent manner, while safely away from all fabrics and other

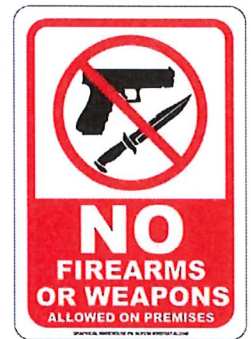
flammable substances, and while a responsible and fully alert and sober adult is physically present. There shall be no other fires of any kind within the Association, and neither candlelight nor any other form of fire or flame may be utilized for cooking, heating or light, or as an alternative or substitute for the use of electrical power.

7. Owners must notify the Association if a residence is vacant. Vacant residence's must be secured and not vacant for more than 90 days.

VII. Noxious, Offensive or Illegal Activity

1. Any violation of any federal, state or city law, ordinance, regulation or other requirement shall be a separate violation of these rules, regardless of the outcome with outside law enforcement.
2. No owner, resident, tenant, guest, or service provider may cause, create, or engage in any:
 - i. physical, verbal, terrorist, or other kind of threat, of violence or unlawful injury or damage of any kind to any person;

- ii. intimidation or harassment to any person, including insults, demeaning actions, taunts, rude/obscene gestures, profanity, and/or derogatory comments;
 - iii. any physical harm or other injury to any person
 - iv. any property damage of any kind
 - v. any safety hazard of any kind
 - vi. any health hazard of any kind
 - vii. any interference with the quiet enjoyment by any resident within the Association of their residence and/or the common areas in accordance with the requirements of these rules and the CC&R's.
 - viii. and/or any disturbance of any kind
3. Owners, residents, tenants, guests, or service providers may not bring firearms or other weapons or ammunition within any portion of the Association, and/or brandish any weapon of any kind within the Association.
 4. Owners, residents, tenants, guests, or service providers may not consume or distribute alcohol within any portion of the common areas or carports, or at any location outside of residence or fully enclosed patio area within the Association. Open containers of alcohol are not allowed outside of residence or fully enclosed patio area to a unit.
 5. Owners, residents, tenants, guests, or service providers may not be intoxicated or under the influence of any unlawful substance while within any portion of the Association exterior. Any person who becomes subject to any such condition, whether lawfully or otherwise, within any residence may not leave such residence until sober, except under law enforcement or professional medical escort for transit from the Association, and any person who becomes subject to any such condition outside of the Association shall not enter the Association until sober.
 6. The Association is a DRUG FREE zone. There shall be no manufacture, sale, purchase, use or possession of any unlawful drugs, any drug paraphernalia and/or any controlled substances.
 7. No loitering or recreational activities within the streets and sidewalks of the Association.
 8. Only owners, residents, tenants, guests, service providers, and/or persons authorized by the Association, are allowed to be present within the common areas. Any other persons present within the common areas are, and shall be deemed to be, trespassers unlawfully trespassing within the common areas.
 9. There shall be no writing of graffiti, or other vandalism of any kind, within the Association.
 10. No owners, residents, tenants, guests, or service providers shall interfere with or hinder any persons conducting association business such as landscaping, maintenance, security, management, etc.
 11. Verbal or physical threats and/or assaults made to any agent of the Association by any owner, resident, tenant, guests or service provider, may result in an automatic \$2500 fine being applied to the owner's account. An agent

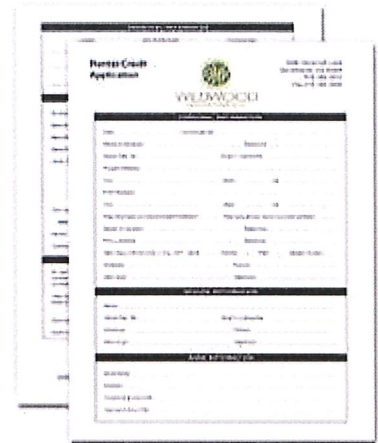


of the Association is an employee, a contractor, a vendor, a service provider, a volunteer, or an agent from the two (2) neighboring associations (Morrison Creek Estates Homeowners Association and Brookfield Homeowners Association) or Phoenix Park.

12. Any noise which can be heard outside of a residence is not allowed. This includes, but is not limited to, stereos, TVs, parties, disagreements and barking dogs.

VIII. Rental/Screening Requirements

1. Owners and members of an owner's immediate family (i.e., spouse, minor-aged resident, parents and/or siblings) are not required to be screened and must only submit an informational application.
2. Prior to occupancy and/or occupancy agreements, all adult tenants of any residence must be screened by the Association's management office. The full procedure may be viewed in Exhibit D "Screening Procedure"
3. Owners must provide the Association with:
 - i. Current occupancy information for their residence and/or current rental agreement
 - ii. The full name of each adult resident, and the full name, age, and birthday of any minor resident
 - iii. A signed "California Addendum for Crime/Drug Free Housing and Governing Document Compliance" (set forth in "Exhibit B") from every adult tenant in a unit and executed by the owner of a unit.
4. Owners must comply with all other requirements of the Association's Pre-Occupancy Requirements, which are set forth as "Exhibit A" aka the "Pre-Occupancy Requirements"). The Pre-Occupancy Requirements may be amended by the Board and distributed to the owners from time to time.



IX. Special Individual Assessments

1. Non-compliance assessments will be placed on an owner's account as determined by the Board to be necessary and/or appropriate in accordance with the Association's governing documents, and in accordance with the "Wildwood Schedule of Supplemental Special Assessments" set forth as "Exhibit C" hereto and incorporated herein by this reference, or such other schedules as the Association may issue from time to time at the direction of the Board.
2. Reimbursement assessments for emergency non-compliance violations related to health and/or safety and/or insurance compliance issues, as well as for any matters which shall be subject to prior notice and hearing in non-

emergency situations, will be levied for repayment to the Association of any costs incurred by the Association as necessary to enforce the governing documents of the Association.

3. The willful and/or negligent destruction, vandalism and/or defacement of any property of any kind located within the common areas, or of any other property of any kind located within the Association, including but not limited to sprinkler systems, trees, shrubs, lawns, pool restrooms, air conditioning units, buildings, etc., shall result in a non-compliance assessment as set forth in this Section IX, in addition to a reimbursement assessment equal to the cost of repairing the damage and any and all additional costs of any kind incurred by the Association with respect thereto.

Exhibit A

**WILDWOOD HOMEOWNERS' ASSOCIATION
4540 Florin Road #E253
SACRAMENTO, CA 95823**

PRE-OCCUPANCY REQUIREMENTS

- A. Each resident within the Association, including any juvenile, must be registered with the Association.
- B. All prospective tenants and other occupants, 18 years of age and older, are required to be pre-approved (screened) by the Association PRIOR TO OCCUPANCY OF THE RESIDENCE.
- C. A tenant or other occupant is anyone who moves into a residence with some portion of his/her belongings and occupies that residence as his or her domicile, and/or who is regularly present at such residence and/or who uses the residence as an address for any purpose. Any person who lives in the residence while cleaning and fixing it up, or who serves as a caretaker or sitter, must be pre-approved (screened). In this document, a tenant or other occupant will hereby be known as "prospective occupant".
- D. **It is the owner's responsibility to ensure that each prospective occupant is screened prior to occupancy of the residence.**
- E. Prospective occupants with eviction records can be approved depending on the circumstances of the termination of the prior tenancy, age of termination and other circumstances.
- F. Any prospective occupant who has been previously evicted or been the subject of a pending unlawful detainer action or notice to quit (or any three-day notice to perform or quit) at the time of vacating, within the "Franklin Villa" area will be rejected. The Franklin Villa area includes Wildwood Homeowners Association, Morrison Creek Estates Homeowners Association, Brookfield Homeowners Association, and Phoenix Park Apartments.
- G. The Association will automatically reject any prospective occupant with a felony criminal conviction, or any conviction related to drugs or gang activity or any crime of moral turpitude.
- H. Any prospective occupant, who has been the subject of prior enforcement actions by the Association, or by the nearby Brookfield or Morrison Creek Estates Homeowners Associations, will be rejected.
- I. In order to be approved, a prospective occupant must be a lawful resident of the United States and must produce bona fide identification capable of establishing their true identity, as well as permit an independent screening service to conduct the standard public records screening checks utilized by the Association.
- J. The owner is not required to attend the pre-approval process, but the owner must contact the Association's management office and inform the office of the owner's intent to have a third party rent or otherwise occupy the owner's residence, and must provide the names of, and other relevant data on, all persons being considered for possible occupancy within the owner's residence, including but not limited to a rental/lease agreement.
- K. Each prospective adult occupant will be checked through an outside source using the information provided by the prospective occupant. There is a charge for the screening that must be paid prior to commencing the screening.
- L. If any person subject to screening under "K." above in this Pre-Occupancy Requirements, commences occupancy of a residence prior to successful completion of screening by the Association, there will be a \$10.00 per occupant per day assessment for each day the occupant occupied the residence prior to being successfully screened by the Association.
- M. If the prospective occupant fails the screening process, the prospective occupant will be rejected by the Association, and the owner may not allow the prospective occupant to reside in the residence, except as specified below.
- N. If the prospective occupant is in the residence at the time, the owner is subject to the daily assessment until the Association receives confirmation that such occupant no longer remains at the residence, whether or not the owner has the legal ability to secure immediate possession of the residence (due to the actions of the owner in

allowing or otherwise permitting such unscreened occupant to enter into occupancy of the residence in advance of written screening approval from the Association).

- O. If the prospective occupant fails the screening process and the owner still wishes to rent to the prospective occupant or otherwise to allow the prospective occupant to occupy the residence, or if the owner fails to have an occupant successfully screened prior to the date of any hearing to address occupancy of a residence by any unscreened occupant, the Association may require a security deposit in an amount up to the annualized total of the Association's then current regular assessments, in the form of a cashier's check or money order, for each such unscreened occupant. Any such deposit must be received prior to the occupancy by the occupant, but not later than seven (7) days after notification of the failed screening. Such deposit is refundable upon termination of the occupancy, if there are no occurrences of the following:
- a. damage to the common areas.
 - b. crimes or disturbances or police calls because of the presence of such tenant and/or other occupant.
 - c. other governing document violations.
 - d. and all assessments and other charges due from the owner to the Association have been paid in full.

If the Association is owed monies by the owner, the amount owed to the Association may be deducted from the deposit, in which event the owner must immediately restore the deposit to the full deposit amount. Amounts owed to the Association will include all costs of eviction of any such tenant or other occupant should the Association pursue a third-party eviction, regardless of the ultimate disposition of any such proceedings.

- P. At the discretion of the Board, the \$10.00 per day assessment may continue for each day the prospective occupant or other occupant who has not passed screening continues to or does occupy the residence after the failed screening, whether a deposit has been imposed and/or received by the Association. Any such assessments shall be charged to the owner and will continue until the subject occupant no longer remains at the residence.
- Q. The deposit may also be used in the event the Association elects to obtain legal representation to process an eviction of the occupant.
- R. All adult occupants must sign a copy of the Association's Rules and Regulations and a copy of the "California Addendum for Crime/Drug-Free Housing and Governing Document Compliance" at the time of submitting their screening application.
- S. No ID Cards, gate keys, mailbox keys, parking permits or pool privileges will be given to occupants without pre-occupancy approval and required registration with the Association.

Exhibit "B"

CALIFORNIA ADDENDUM FOR CRIME/DRUG-FREE HOUSING AND GOVERNING DOCUMENT COMPLIANCE

In consideration of the execution or renewal of a lease or other rental agreement for, and/or occupancy privileges with respect to, the dwelling unit located at, Sacramento, California (the "Premises"), which is subject to the provisions of that certain Second Restated Declaration of Covenants, Conditions and Restrictions of Wildwood (Portion of Villa Towne Homes), recorded on October 28, 2005, in Book 20051028, at page 2297, as Document No. 20051 0282297, in the Official Records of the Sacramento County Recorder (the "Declaration"), OWNER and RESIDENT/LESSEE agree as follows:

1. RESIDENT/LESSEE, any member of RESIDENT/LESSEE'S household and any guest or other person under RESIDENT/LESSEE'S control (collectively, the "Resident/Lessee Group") shall not engage in criminal activity, either on or near the Premises or within any portion of the area subject to the provisions of the Declaration ("Wildwood"), including without limitation "drug-related criminal activity". "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. The Resident/Lessee Group shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near the Premises and/or within Wildwood.
3. The Resident/Lessee Group will not permit the Premises to be used for, or to facilitate, criminal activity, including prostitution and/or drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. The Resident/Lessee Group will not engage in the manufacture, sale, purchase, use or distribution of illegal drugs at any location, whether on or near the Premises, or within Wildwood.
5. The Resident/Lessee Group shall not engage in acts of violence, including, but not limited to, the unlawful discharge of firearms, and/or brandishing of firearms or other weapons of any kind, on or near the Premises, or within Wildwood.
6. ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF ANY LEASE, RENTAL AGREEMENT OR OTHER OCCUPANCY AGREEMENT FOR THE PREMISES (THE "AGREEMENT") AND GOOD CAUSE FOR TERMINATION OF TENANCY OR OTHER OCCUPANCY OF THE PREMISES. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material noncompliance with the Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Agreement and/or any occupancy of the Premises, and that Wildwood Homeowners Association (the "Association") has and shall have the independent authority, as a third-party beneficiary, to pursue all available recourse for any such violation, including without limitation eviction.
7. Failure to comply with this Addendum is considered a material non-curable breach of the Agreement and will result in an owner having to serve a Three-Day Notice to Quit being serviced upon RESIDENT/LESSEE requiring that RESIDENT/LESSEE and every member of the Resident/Lessee Group shall vacate the Premises within three (3) days, all in accordance with California law. California law provides for extraordinary remedies to regain possession when illegal activity, or other activity which constitutes a public or private nuisance, is being carried out on or in the vicinity of the Premises.
8. In case of conflict between the provisions of this Addendum and any other provisions of the Agreement, the provisions of this Addendum shall govern.
9. This Addendum is incorporated into the Agreement by this reference.

10. RESIDENT/LESSEE and OWNER: (i) acknowledge that OWNER is responsible to the Association for compliance by the Resident/Lessee Group and the Premises with the Declaration, and with the rules and regulations of the Association (the "Rules"); and (ii) mutually agree to, and hereby do, incorporate the requirements of the Declaration and the Rules into the Agreement as an integral part of the Agreement.

11. This Addendum is executed as part of the consideration by RESIDENT/LESSEE for occupancy of the Premises and is executed for the benefit of both OWNER and the Association, and OWNER and the Association, whether jointly or separately, shall each have the right to enforce its terms.

OWNER/OWNER'S AGENT

DATE:

RESIDENT/LESSEE

DATE:

CO- RESIDENT/LESSEE

DATE:

Exhibit "C"

WILDWOOD HOMEOWNERS' ASSOCIATION SCHEDULE OF SPECIAL SUPPLEMENTAL ASSESSMENTS

The following schedule of Special Supplemental Assessments shall be applicable to the imposition of Special Supplemental Assessments by the Association's Board of Directors (the "Board"), as sanctions for noncompliance with the governing documents of the Association (the "Governing Documents").

Upon each finding of a violation of the Governing Documents, the Board shall determine the nature and severity of the violation and may impose a Special Supplemental Assessment for each separate violation according to the schedule set forth below.

Standard Violations

Schedule of Assessments: Minimum of \$50.00, and not to exceed \$500.00, per violation, depending upon all applicable factors.

Examples of Standard Violations: Any first-time violation of the Governing Documents including this document except any example covered under "Extreme Violations". Depending upon the circumstances of the violation, the Board of Directors reserves the right to apply additional criteria to determine what constitutes a "Standard Violation".

Serious Violations

Schedule of Assessments: Minimum of 500.00, and not to exceed \$1,000.00, per violation, depending upon all applicable factors.

Examples of Serious Violations: Any 2nd occurrence of the same violation of the Governing Documents including this document except any example covered under "Extreme Violations". Depending upon the circumstances of the violation, the Board of Directors reserves the right to apply additional criteria to determine what constitutes a "Serious Violation".

Severe Violations

Schedule of Assessments: Minimum of \$1,000.00, and not to exceed \$2,500.00, per violation, depending upon all applicable factors.

Examples of Severe Violations: Any 2nd occurrence of the same violation in combination with any of the Governing Documents including this document except any example covered under "Extreme Violations" Depending upon the circumstances of the violation, the Board of Directors reserves the right to apply additional criteria to determine what constitutes a "Severe Violation".

Extreme Violations

Schedule of Assessments: Minimum of \$2,500.00, and not to exceed \$5,000.00, per violation, depending upon all applicable factors.

Examples of Extreme Violations: Open sale and/or use of drugs; physical assaults; use and/or display of any weapon.

Agent of the Association Violations

Any threats made to a director, officer, committee member, employee, property manager, management company, attorney, building contractor, plumbing contractor, electrical contractor, towing contractor, landscaping contractor, police officers, vendors or an agent of the two surrounding Homeowner Associations (Brookfield Homeowners Association and

Morrison Creek Estates Homeowners Association), Phoenix Park., or other agent of the Association ("Association Representative"), or to any other Person, the property owner will be fined an automatic \$2,500.00,

General Principles Applicable to Assignment of Special Supplemental Assessments

Owners are responsible for any and all violations of the Governing Documents attributable to their properties, regardless of whether the owners participated in, knew of, or endorsed any such violation, as owners are responsible for the conduct of all occupants, tenants, guests or other invitees in, on or to their properties, and/or drawn to the Association as a result of any actions and/or activities at their properties, and for selecting and supervising all residents of their properties carefully.

In the case of multiple and/or ongoing violations of a similar nature, each separate occurrence of the action and/or inaction giving rise to a violation shall constitute a separate violation. With respect to the accumulation and/or strewing of trash and/or other noxious items, each separate event of placing, tossing and/or leaving any such items, regardless of the time differential between such events, shall be deemed to be a separate incident, and each such incident shall be a separate violation. In the case of any continuing violation, each calendar day, calendar week and/or calendar month in which such violation occurs (as shall be determined by the Board) shall constitute a new and separate violation. The Board shall have the discretion to hold imposition of Special Supplemental Assessments in abeyance for periods up to one year, as shall be determined by the Board, if deemed appropriate, and may consider factors including the level of effort of an owner in seeking full compliance with the Governing Documents, the nature and extent of the violation, the level and extent of prior violations and the degree of personal responsibility and accountability demonstrated by an owner, and/or the lack of any such characteristics, in assessing the level of Special Supplemental Assessments within the applicable category, and/or the propriety of holding any such assessments in abeyance.

Special Individual Assessments require a Hearing be heard to allow the noncompliant units owner to be heard. In the event the owner fails to attend the hearing and does not give notice prior to the hearing, there will be an administrative "Failure to Appear" fee of \$250.00 assessed and an administrative "Preparation" fee for all aspects of the enforcement process of \$250.00 assessed.

Wildwood Homeowners Association

Secretary

Exhibit D

Screening Procedure

Tenants **MUST BE** screened prior to moving into Wildwood.

The Association checks potential tenants for felonies and evictions to keep all residents safe. All renters or roommates must be screened if 18 or over.

Owners may require their own screening or have additional criteria for screening potential tenants.

Owners and their immediate families are exempt from screening.

The process is as follows:

1. The potential tenant completes the Associations application either online or in person.
Online Application Link: <https://lisafranchoa.com/ww-rental-application>
2. The screening requires a separate application for each adult 18 and over.
3. The cost is **\$37.50 PER APPLICANT** via PayPal or Money Order
NOTE: A PayPal account is not required, you can use your credit card or debit card to pay. In the PayPal site, scroll down to where it says "Pay by other method".
4. To verify your identity, the following is required:
 - a government issued photo ID
 - and a Social Security card*The online application allows this information to be uploaded directly, but if you may instead text a picture to (916) 821-7796 and delete the text containing this information immediately after. Once verified, the information will be deleted on our side.*
5. Background Checks take **5 to 10 BUSINESS** days to get results. Tenants and Owners will be provided copies of the tenant's background check.

To complete the screening online visit:

<https://lisafranchoa.com/ww-rental-application>

To apply in person, come to:

4088 Savannah Lane

Sacramento, CA 95823

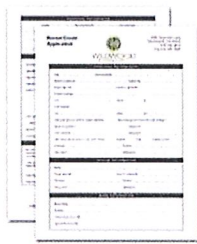
Between 10 AM to 6 PM Monday-Friday or schedule a time by text (916)
821-7796

Payment must be made via **PAYPAL OR Money Order** (to Wildwood HOA).


Cash or Check is not accepted.

← → ↻ 🏠 lisafranchoa.com/wildwood

FUTURE TENANTS




RENTAL APPLICATION



**TENANT APPLICATION
DOC TRANSFER
SPECIAL OPTIC**

Application Screening 1

Pay Now

🛒 \$37.50 USD

Pay with PayPal

Enter your email address to get started.


Email or mobile number

Forgot email?

Next

or

Pay with Debit or Credit Card

 English | Français | Español | 中文



ELECTION RULES, POLICY, AND PROCEDURES RESOLUTION

ELECTION COMMITTEE

- A. The Association must establish, appoint members, a and chairperson if participation or interest is demonstrated by members.
- B. The tenure of appointees, if members are willing to participate, serve indefinitely or until successors are appointed. All committee members, including the chairperson, should serve at the pleasure of the appointer.
- C. No candidates, spouses, current board members, or officers can serve as committee members.
- D. The number of appointees is minimum 2.
- E. The extent of board supervision over the committee is the approval of forms or procedures and to ensure the sanctioned election rules become part of Policies and Procedures in a Resolution.
- F. **The committee must:**
 1. Ensure fairness and the integrity of the election by selecting an approved election monitor (**see appendix A for election inspector/monitor requirements**).
 2. Publicize the election and related events.
 3. Organize and conduct a candidate forum prior to the meeting.
 4. Organize and conduct owner registration process at the meeting, including necessary forms and materials for registrars.
 5. Conduct the election at the meeting, including introduction of candidates, nominations from the floor, announcements, and explanation of ballot and write-in process.
 6. Distribute and collect ballots

The Board and/or the committee will:

7. Verify owner identity and authenticating proxies and ballots. The committee or the board must determine when and how to collect proxies.
8. Count and verify quorum.

The election Monitor will:

9. Count ballots and proxies and announce the results.
10. Certify the election and the results in writing.
11. Nominate candidates if association has no nominating committee.

PROXY RULES

- A. The association will use general and/or directed proxies.
- B. A proxy in the of a letter is sufficient. The letter must include the owner's information to include:
 - The property address
 - The name of the person to whom the proxy is given
 - The effective date and if applicable, an end date

Additional Proxy Rules:

1. An individual appointed by a shareholder which is a **corporation** to act on its behalf at general meetings is entitled to **appoint** another person as his **proxy** to exercise all or any of his rights to attend, speak and vote at a meeting of the company. A member **can appoint** any other person to act as his **proxy**; it does not have to be

another shareholder of the company

2. **Voted as Designated.** Proxyholders must vote as indicated on the proxy.

3. **Unsigned Proxies.** Unsigned proxies are void.

4. **Unnamed Proxies.** If the proxy does not name anyone as proxyholder, then the person who registers the proxy will be deemed the proxyholder.

5. **Undesignated Proxies.** Undesignated proxies are those which give no indication how the proxyholder is to vote. The proxyholder will have the right to vote as he or she deems appropriate.

6. **Attendance by Owner.** If the proxy giver attends the meeting and registers to vote, any proxies submitted on that member's behalf are automatically void.

7. **Multiple Proxies.** In the event two or more proxies are registered for the same Unit/Lot, the following rules apply:

- a. dated proxies will prevail over undated proxies;
- b. proxies with the most recent date prevail; and
- c. proxies with the same date will be used for quorum purposes only.

8. **Alterations.** Any alterations to a proxy must be initialed by the proxy-giver, otherwise the altered votes or the entire proxy shall be deemed invalid.

9. **Voting Rights Suspended.** When a member's voting rights have been suspended, his or her proxy is void. However, he or she still has the right to attend the meeting and act as a proxyholder for other members and vote all proxies assigned by such members.

10. **Non-Member Signatures.** Proxies signed by a renter, or any other non-member are void.

11. **Miscellaneous.** Any issues not addressed by these rules will be decided by the inspectors of election on the night of the annual meeting.

QUORUM REQUIREMENTS

Quorum is **50%** of the total voting power of the Association or 68 units.

If a member does not wish to vote, the member can stipulate that the ballot can be used for quorum purposes only, i.e., your ballot will be counted for quorum purposes only.

THE BALLOT

Ballots must contain the following:

1. Meeting date and time
2. The number of votes allowed per unit
3. Explanation of cumulate voting
4. Candidate names
5. Allocation of excess funds utilizing the following verbiage:

With respect to IRS Revenue Ruling 70-604, in order to provide the Association with all available options when filing its year-end tax returns, the Board of Directors has recommended that any excess operating funds remaining at the end of the fiscal year ending, 20XX be applied against the following year's budget and assessments.

6. A statement requesting ballot be counted for "QUORUM ONLY" for members who do not wish to vote

Additional Election Procedures

- A. *Robert's Rules of Order* will be used for procedural guidance
- B. The election committee will select 2 inspectors prior to the meeting, if there are willing participants available.
- C. Inspectors will certify the election.
- D. Set a policy for poll watchers.
 1. Decide if inspectors will serve in lieu of poll watchers.
 2. Poll watchers are limited to candidates or their designees.
 3. Poll watchers must observe the counting silently.
- E. Establish standards for campaigning and the distribution of campaign literature.
 1. Campaigning cannot start more than 10 days prior to the meeting and must end by noon the day of the meeting.
 2. Signage can be placed per Davis Stirling which states:

Civil Code §4710. Display of Noncommercial Signs.

(a) The governing documents may not prohibit posting or displaying of noncommercial signs, posters, flags, or banners on or in a member's separate interest, except as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law.

(b) For purposes of this section, a noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the yard, window, door, balcony, or outside wall of the separate interest, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

(c) An association may prohibit noncommercial signs and posters that are more than nine square feet in size and noncommercial flags or banners that are more than 15 square feet in size.

APPENDIX A

There are companies that provide professional inspector services to associations. They can be hired to prepare ballots, mail and collect ballots, and count votes. Putting an Inspector under contract does not violate the independent status of the Inspector. [Civil Code §5110](#) provides that "An independent third party may not be a person who is currently employed or under contract to the association."

As long as the Inspector is not currently employed by the association for other services, the board can hire the person to run the election.

Prohibited Inspectors.

Associations may not appoint or use inspectors who are:

- members of the board of directors,
- a candidate for the board of directors,
- related to a member of the board of directors, or
- anyone under contract with the association.

When to Appoint. Inspectors should be [selected early](#) in the election process.

Duties. Inspectors of election must perform their duties impartially, in good faith, to the best of their abilities, and as expeditiously as practical. ([Civ. Code §5110\(d\)](#).) Inspectors must perform the duties listed below. To help in the expeditious performance of their duties, inspectors can delegate some tasks (marked with an asterisk (*)) to a person or persons, including the association's management company. Those duties marked with a double asterisk (**) require an independent third party to assist the inspector.

- * Determine the number of memberships entitled to vote and the voting power of each. ([Civ. Code §5110\(c\)](#))
- Prepare a [voter list](#) and correct any information within two business days of receiving notice of errors. ([Civ. Code §5105\(a\)\(7\)](#))
- Prepare a [list of candidates](#) and correct any information within two business days of receiving notice of errors. ([Civ. Code §5105\(a\)\(7\)](#))
- Designate a location for mailing ballots or delivery by hand (and provide a receipt if requested). ([Civ. Code §5115\(c\)\(2\)](#))
- Deliver ballots with instructions to each member of the association. ([Civ. Code §5105\(g\)\(4\)](#))
- Deliver election rules to each member of the association. ([Civ. Code §5105\(g\)\(4\)](#))
- Receive ballots from members. ([Civ. Code §5115\(b\)\(1\)](#))
- Verify member information and [signatures](#) on outer envelopes. ([Civ. Code §5120](#))
- Determine [authenticity](#), validity, and [effect of proxies](#). ([Civ. Code §5110\(c\)](#))
- Hear and determine challenges and questions. ([Civ. Code §5110\(c\)\(4\)](#))
- Determine when the polls close. ([Civ. Code §5110\(c\)](#))
- Open ballots and tabulate votes. ([Civ. Code §5110\(c\)](#); [§5120\(a\)](#).)
- Determine the results of the election. ([Civ. Code §5120\(a\)](#))
- [Report the results](#) to the board. ([Civ. Code §5120\(b\)](#))
- Perform appropriately to conduct the election with fairness to all members. ([Civ. Code §5110\(c\)\(8\)](#))
- Keep custody of election materials. ([Civ. Code §5125](#))
- Oversee recounts. ([Civ. Code §5125](#))
- Make records available for legal challenges. ([Civ. Code §5125](#))
- Make records [available for and oversee inspection](#) during the time records are in the inspector's custody. ([Civ. Code §5205\(a\)](#))