

PART IV
RULES, REGULATIONS AND OPERATING POLICIES*

- Ch. 1. Administration
- Ch. 2. Animal Control
- Ch. 3. Architectural Guidelines and Standards
- Ch. 4. Drainage and Side Yard Easements
- Ch. 5. Fences
- Ch. 6. Recreation Facilities
- Ch. 7. Signs
- Ch. 8. Vehicles

***Editor's note**--Part IV contains the rules, regulations and operating policies of the Association, as adopted and revised by the Board of Directors.

WOODBIDGE VILLAGE ASSOCIATION CODE

[This page is intentionally left blank]

Chapter 1

ADMINISTRATION

Article I. In General		Page
Sec. 1-1.	Enforcement Policy.	237
Sec. 1-2.	Use of Association Maps.	237
Sec. 1-3.	<i>Reflections</i> Newsletter Advertising Policy.	237-240
Sec. 1-4.	Rewards.	240
Sec. 1-5.	Nuisance.	240
Sec. 1-6.	Memorial Bench and Tree Program.	241-242
Secs. 1-7--1-10.	Reserved.	242
Article II. Resident Committees		
Sec. 1-11.	Meetings.	242
Sec. 1-12.	Appointment of Members.	242
Sec. 1-13.	WVA Architectural Committee Member Guidelines.	242-244
Sec. 1-14.	Communications Committee (Disbanded 4-4-01).	244
Sec. 1-15.	Election Committee.	244-245
Sec. 1-16.	Facilities Committee.	245
Sec. 1-17.	Finance Committee.	245
Sec. 1-18.	Recreation Committee.	245-246
Secs. 1-19--1-30.	Reserved.	246
Article III. Facility Identification and Use		
Sec. 1-31.	General Information.	246
Sec. 1-32.	Adult Facility Identification Cards.	246
Sec. 1-33.	Youth Facility Identification Cards.	247
Sec. 1-34.	Confiscated Facility Identification Cards.	247
Sec. 1-35.	Lost/Damaged Facility Identification Cards.	247
Sec. 1-36.	Refunds.	247
Sec. 1-37.	Guests.	248-249
Sec. 1-38.	Return of Facility Identification Cards.	249
Sec. 1-39.	Facility Identification Card Deposits.	249
Sec. 1-40.	Owners of Multiple Association Properties.	249
Secs. 1-41--1-51.	Reserved.	249
Article IV. Finances		
Division 1. Generally		
Sec. 1-52.	Capitalization Policy.	249-250
Sec. 1-53.	Legal Fees Declaration.	250
Secs. 1-54--1-60.	Reserved.	250
Division 2. Billing and Collection Procedures		
Sec. 1-61.	General Information.	250
Sec. 1-62.	Statements and Payments.	250-251
Sec. 1-63.	Delinquent Accounts.	251

WOODBIDGE VILLAGE ASSOCIATION CODE

This chapter was revised to reflect the changes in the Rules and Regulations that were necessary for the Association to switch from facility identification keys and tags to facility identification cards. (Revised 5-5-99)

	Page
Sec. 1-64. Change of Address.	251
Sec. 1-65. Returned Checks.	252
Sec. 1-66. Partial Changes of Ownership.....	252
Sec. 1-67. Rental Agreements.	252
Sec. 1-68. Sale of Home.....	252
Sec. 1-69. Special Processing Fee.....	252
Secs. 1-70--1-80. Reserved.....	252

Article V. Home Sales

Sec. 1-81. General Information.	253
Sec. 1-82. Return of Facility Identification Cards.	254
Sec. 1-83. Seller Remaining on Property After Transfer.....	254
Sec. 1-84. Return of "For Sale," "For Lease" and "Open House" Signs.....	254
Secs. 1-85--1-90. Reserved.....	254

Article VI. Non-Owner Occupancy Registration

Sec. 1-91. Registration	254-255
Sec. 1-92. Assignment of Privileges.	255
Sec. 1-93. Retention of Privileges.	255
Sec. 1-94. Other Resident in Home.	255

ARTICLE I. IN GENERAL

Section 1-1. Enforcement Policy.

(a) The membership of the Woodbridge Village Association has approved and consented to the adoption, by the Board of Directors, of a schedule of specific fines and penalties for violations of the Declaration (CC&Rs), the Articles of Incorporation, Bylaws and/or Association Rules and Regulations.

(b) The power to determine the specific lists of fines and penalties was vested in the Board of Directors in the form of a resolution adopted at the Annual Meeting of the membership in March 1977 and confirmed at the 1989 Annual Meeting.

(c) In addition to any charges/penalties as described in the above sections, if a member fails to abide by the rules and regulations as described in this handbook, a fine of twenty-five dollars (\$25.00) will be levied for each violation of the rules. For certain rules and regulations of the Association, the violation will be considered a separate violation each day (i.e., Sign Program, Parking, Identification, Delinquency, etc.). The Board may impose fines not to exceed \$150 for repeat offenses of all of those matters now specified in the Association Governing Documents [i.e. the Woodbridge Declaration (CC&R's), the Articles of Incorporation, Bylaws, Rules, Regulations, Guidelines and/or Policies] as being subject to a \$25 fine.

(d) The Association, in its discretion, may take legal action to bring the property into compliance. All legal fees and costs incurred by the Association may be assessed to the legal owner and, if unpaid, may be the basis for a claim of lien on the property.

(e) The Executive Director, or his designate, shall notify the member of the fine(s) and follow the procedures specified in the Association Bylaws, Article III, Section 8(c), thereof. If such fines are affirmed by the Board of Directors and not paid promptly, a lien shall be filed by the Executive Director against the member's lot and satisfied in accordance with the regular procedures for collection of delinquent assessments.

Section 1-2. Use of Association Maps.

The Association will not allow any other company or individual to purchase the Association maps, and these maps are intended for use by the Association only.

Section 1-3. *Reflections* Newsletter Advertising Policy.

(a) General. All advertising, including but not limited to, classifieds, business and political shall be subject to the following conditions:

- (1) *Reflections* is a monthly publication of the Woodbridge Village Association. The acceptance of a business ad in *Reflections* does not constitute approval or endorsement by the Woodbridge Village Association. The Association logo may not be used as part of ad content, nor should an ad contain any reference which would lead the reader to assume endorsement or participation by the Woodbridge Village Association.
- (2) The Association reserves the right to refuse any ad not deemed acceptable in nature or layout. Ad publication is subject to space availability and could be postponed due to lack of space in a specific issue. The Association reserves the right to limit the number of companies submitting ads for the same service or merchandise, and to determine placement of all ads.
- (3) *Disclaimer*: The acceptance of any ad, does not constitute approval or endorsement by the Woodbridge Village Association. The Association accepts no liability for the content of ads or errors therein.

- (4) *Ad Rates:* All advertising is subject to the then current advertising rates as adopted by the Board of Directors. Current rate schedules are available at the Association office.
 - (5) *Submittal Deadline:* All ads must be received at the Association office by the deadline date in order to be considered for publication. The deadline for each issue is the first of the month preceding the month of publication. If the first of the month for deadline falls on a weekend, the deadline will be the following Monday.
 - (6) Any foreign language advertisement or article, with the exception of those which contain only a foreign name, must include an English translation. In addition, any person submitting an advertisement or article for inclusion in the newsletter must sign a statement certifying that the English is a true copy of the foreign language advertisement or article. (Appended 4-13-94)
- (b) Classified Advertising. In addition to the conditions stated in the previous Section (1-3 (a)), classified advertising is subject to the following:
- (1) Village Services Classifieds are provided as a service to the Village residents by Village residents. Therefore, classified ads will be accepted only from registered Woodbridge Village Association member/residents. You must have your facility ID key with you for verification when placing a classified ad.
 - (2) *Submittal of Ads:* All classified ads must be submitted in person, to the Association office during normal business hours. All ads must be submitted on the Woodbridge Village Association Village Services ad form (available at the Association office). Village Service ads will not be accepted over the phone. No ads will be accepted for publication after the deadline date.
 - (3) *Classified Advertising - Categories* (Deleted 9-1-93)
 - (4) *Cost of Ads:* The cost of placing a classified ad is on a per line/per issue basis. Current rate information is available at the Association office. Payment must be made upon submittal of an ad. All rates are subject to change by the Board of Directors.
 - (5) *Limitations/Expiration Dates:* Classified ads can only be run for a maximum of three (3) consecutive months with each submittal. The member is responsible for noting the issue in which the ad appears.
 - (6) *Errors/Omissions:* All ads will be typeset from the original copy written by the member, and all attempts at accuracy will be made. Ads must be printed legibly and words, spacing and numbers written correctly. No changes will be made after the submission of an ad form. It is not the responsibility of the Association staff to proofread or correct submitted copy. Woodbridge is not responsible for omissions. Every attempt will be made to publish the ad in the month requested, however, publication of an ad is subject to space availability.
 - (7) *Refunds/Credits:* Classified ad space is provided as a service to the Woodbridge member/resident. As such, the nominal cost of placing an ad does not warrant the expense of processing refunds or application of credits to another month's issue. If an error occurs in your ad, please contact the Association office, and we will attempt to correct the error when the ad is published again.

(c) Display ads. In addition to the conditions stated in Section 1-3(a), display ads are subject to the following terms and conditions:

- (1) The number of ad sizes and spaces available are subject to change on a monthly basis at the discretion of the Association/Editor.
- (2) Ads must conform by being properly sized and must be presented to the Association in camera-ready form by the deadline date. Veloxes and laser prints can be obtained by the advertiser from their printer for this purpose. Ad content can be changed each month if a new Velox or laser print (sized appropriately) is submitted to the Association by the deadline date. All ads must be typeset. Handwritten ads will not be accepted, unless completed in a professional "calligraphy", or other similar style.
- (3) Current advertisers with advertising commitments for future issues will be required to conform to any future ad size changes adopted by the Association.
- (4) All ads must be accompanied by an executed Woodbridge Village Association Insertion Order by the deadline date.
- (5) Cost of Ads: All display ad space is sold on a column inch basis, which allows for some flexibility in ad placement. However, standardized sizes are recommended. Current rate schedules are available at the Association office.
 - (a) Any advertisement containing a photo as part of the ad will be charged an additional charge for the half-tone assessed by the Association's printer.
 - (b) There will be additional charges for any adjustment, modifications, typesetting or resizing of ads. The advertiser is responsible for providing the final ad to the Association, and should make any changes prior to the deadline date.
 - (c) Discounts: The Association does offer various discounts to: (1) first time advertisers who advertise for three (3) consecutive months; (2) to one (1) year contracts. (Refer to current rate sheet for discounts.)
- (6) Payment Terms
 - (a) Any ad running for less than three (3) months must be paid in full upon execution of the insertion order.
 - (b) Ads running three (3) months or more may be paid monthly provided payment for each issue is received by the 15th of the month preceding the publication date. Failure to meet these terms may result in ad being pulled from publication and future advertising privileges.

(d) Insertions. In addition to the conditions in Section 1-3(a) & (c), insertion ads are also subject to the following:

- (1) Insertion ads must be submitted by completion of a Woodbridge Village Association Insertion Order by deadline date.
- (2) No more than two (2) insertions per issue will be accepted for any one issue. If more than two (2) insertions are submitted as of the deadline date, first come, first serve.

- (3) Advertiser must provide Woodbridge Village Association adequate (currently 9,300) printed material in final form no later than 15 days prior to publication date.
- (4) Cost of Advertising: All insertions will be charged the current Full Page Display advertisement rate.
- (a) In addition, the advertiser will be charged all insertion and, if requested, folding and stapling fees assessed by the Association's mailing service.
- (5) Full page inserts may not be larger than 8" x 10 1/2".

(e) Political Ads. The Association does accept political advertisements from candidates for Woodbridge Village Association's Board of Directors and local offices, including but not limited to City Council, Mayor, Water District, Judicial and School District. These ads are accepted in compliance with conditions of Sections 1 (a) above and Sections 1(b), (c) and (d) as applicable. In addition, all political ads are subject to the following:

- (1) All political ads must include the following disclaimer, not less than 8 points in size. "Paid advertisement. Does not imply endorsement by the Woodbridge Village Association."

(Revised 9-4-96)

- (2) Political ads will be accepted only in issues with publication dates within the month of, two (2) months preceding and one (1) month after the election.

(Revised 4-14-93)

Section 1-4. Rewards

The Board of Directors will pay a reward of up to \$1,000 (one thousand dollars) for information leading to the arrest and conviction to anyone who vandalizes Woodbridge Village Association property. Furthermore, the Board of Directors decision as the appropriateness of the reward and its amount is final. The Board will consider factors such as the relevancy of the information, and it's contribution to the arrest and conviction of the vandals and, if applicable, how this reward should be divided among several parties providing the information about the incident. Under normal circumstances, a reward shall not be paid to any Woodbridge Village Association employee or any law enforcement officer.

(Revised 9-1-93)

Section 1-5. Nuisance

If the Association receives written complaints from four (4) or more residents concerning the conduct of an Owner and/or his family members or invitees, on a repeated basis, which appears to be a nuisance to the neighborhood, the Board may schedule a hearing and hear such evidence concerning such activities, in accordance with the Association's Bylaws, Article III, Section 8 (c). If the Board concludes a nuisance has occurred, or is continuing to occur, it may fine the Owners Twenty-Five Dollars (\$25.00) for each separate violation which is deemed to be a nuisance.

(Added 4-5-00)

Section 1-6. Memorial Bench and Tree Program

(a) Memorial Bench and Tree Program

- (1) The Woodbridge Village Association Bench and Tree Dedication Program is designed for residents within Woodbridge to place a bench with a plaque, and/or a tree, within the Association property.

(b) Memorial Benches

- (1) Submit a letter to the Woodbridge Village Association requesting permission to purchase a bench, along with a proposed location.
- (2) The Association staff will meet with the resident to approve the area for the installation.
- (3) The Association staff will make the necessary arrangements for ordering and delivery of the bench. However, all funds must be forwarded to the Association prior to ordering the bench and plaque. Checks will be made payable to the Woodbridge Village Association once the final costs are determined.
- (4) The Association will purchase the concrete bench that will be placed in the Association common areas. It will be an approved Association bench with a bronze plaque, 4 inches by 10 inches, accommodating up to 40 characters to be affixed to the bench. The plaque will be engraved with "In The Name Of...", or "In Memory Of..." The wording for the plaque must be submitted to the Woodbridge Village Association for final approval. The letter with all information will be forwarded to the Executive Director of the Woodbridge Village Association, 31 Creek Road, Irvine, CA 92604.
- (5) The Association believes that a concrete bench has a useful life of 15 to 20 years and any gift of a bench may remain for that period in the area chosen. However, because of the need to preserve flexibility in use and maintenance of all common areas, the Association, through the Board of Directors, reserves the right to either relocate or remove any bench at any time. In addition, if for any reason the bench is deemed unsafe or unacceptable in appearance for that area, the Association reserves the right to remove the bench, and need not replace it. Each donor shall acknowledge this understanding in his or her letter request.

(c) Memorial Trees

- (1) Submit a letter to the Woodbridge Village Association requesting permission to purchase a tree, along with a proposed location.

- (2) The Association staff will meet with the resident to approve the area for the installation. The type of tree will be determined by the Association to make sure it compliments the proposed location.
- (3) The Association staff will make the necessary arrangements for ordering and delivery of the tree. However, all funds must be forwarded to the Association prior to ordering the tree. Checks will be made payable to the Woodbridge Village Association once the final costs are determined.
- (4) The Association will maintain this tree in the future. However, because of the need to preserve flexibility in the use and maintenance of all common areas, the Association, through the Board of Directors, reserves the right to remove or relocate any tree at any time, and not replace it. Each donor shall acknowledge this understanding in his or her letter request.

(Added 3-5-03)

Sections 1-7--1-10. Reserved.

ARTICLE II. RESIDENT COMMITTEES

Section 1-11. Meetings.

Each committee meets regularly on the third Wednesday of each month at 7:00 p.m. at the Woodbridge Community Center. Membership to each committee is open to any homeowner and/or resident of Woodbridge. (Amended 4-8-98)

Section 1-12. Appointment of Members.

Committee members are appointed to each committee by a Board member. A committee member's term is for two (2) years, coinciding with the term of the Board member who appointed the committee member.

Section 1-13. WVA Architectural Committee Member Guidelines.

(a) In accordance with the Woodbridge Village Declaration, Article V thereof, the Board of Directors is required to establish a North Lake Area Architectural Committee and a South Lake Area Architectural Committee. The committees' primary purpose is to review home improvement applications submitted by homeowners and to render decisions in accordance with the requirements established in the Association's Declaration and Architectural Guidelines and Standards.

(b) The Board of Directors appoints the Architectural Committee members and has the ultimate authority to maintain membership in accordance with the Declaration. Each Architectural Committee shall consist of not less than three (3) persons, who need not be members of the Association. However, the Board will attempt to ensure that the committee members appointed are fairly apportioned between north and south residents to the extent feasible. In addition, the Board, for purposes of assisting uniform application of the Guidelines, may appoint members to both North and South Lake Committees. Even though membership of the North Lake and South Lake Architectural Committee may be the same, when acting upon an application for a North Lake Area Owner, the committee shall sit and act as the North Lake Area Architectural Committee and, when acting upon an application for a South Lake Area Owner, the committee shall sit and act as the South Lake Area Architectural Committee. A minimum of three (3) Architectural Committee members must be present to conduct a meeting.

(c) Each committee member shall be appointed for a term of two (2) years, from the date of appointment, and may be reappointed for a consecutive term. The North Lake and South Lake Committee shall appoint from its membership a Chairperson. The Chairperson shall be appointed on an annual basis at the first regularly scheduled meeting following the Annual Meeting of the Association.

(d) Due to the responsibilities vested in the Architectural Committees, and to its individual members, failure to comply with the Woodbridge Village Association Resident Architectural Committee Member Guidelines may result in a member's removal from the Architectural Committee by the Board of Directors. The following criteria are applicable for membership consideration:

- (1) Applicant should possess experience in a related background to architectural planning and should have an ability to read and interpret blueprint drawings. Expertise could be in the areas of landscape design, architecture, development, construction, engineering, etc.
- (2) A one-page resume must be submitted to the Architectural Committee for its review and recommendation to the Board. Qualified applicants will be asked to attend Architectural Committee meetings for a period of three (3) months prior to applicant's appointment as a committee member.

(e) The committee and its members' responsibilities and services include, but are not limited to, the following:

- (1) The application of the Architectural Guidelines and Standards for the purpose of maintaining aesthetics and continuity of the community.
- (2) Review home improvement applications submitted by homeowners and render a decision in accordance with the requirements established in the documents. The committee member must be willing to meet with homeowners and make inspections of property as necessary to make a decision and/or resolve applicants' concerns and obstacles in obtaining approval.
 - a. Committee members should review home improvement applications in a timely manner. It is recommended that a decision be rendered within fourteen (14) days, and the home improvement application returned to staff for processing.
 - b. Any home improvement application or preliminary review which includes a proposal to construct habitable square footage onto the dwelling shall be reviewed first by an Architectural Committee member, and shall then be returned and referred to the appropriate Architectural Committee for a final decision.
 - c. Any Home Improvement Application covering roof materials for Maintenance Association buildings must be reviewed by a majority of the appropriate North or South Lake Architectural Committee, and not delegated to any single member. (Revised 5-4-94)
- (3) Recommend to the Board of Directors guidelines and standards for exterior modifications which may limit or reasonably restrict construction, design, color, location, size and materials.

- (4) Maintain a separateness between their role as a committee member and that of a homeowner to avoid an appearance of a conflict of interest, which may preclude activities such as professional services from being rendered to applicant homeowners. In addition, a committee member's own application shall be reviewed by the entire committee. The member shall adhere to the procedures, policies, rules and regulations, and the Architectural Guidelines and Standards of the community.
- (5) Attend and hold regularly scheduled monthly meetings to discuss issues relative to architectural control and to hear homeowner's inquiries and comments.
 - a. A committee member may not miss two (2) consecutive meetings and/or a maximum of four (4) meetings per year.
 - b. A committee member may attend an annual retreat, scheduled on a Saturday or evening, by the Architectural Committees. (Revised 4-4-01)
- (6) May consult with an architectural firm approved by the Board of Directors for advice on proposed major additions.
- (7) Submit recommendations, upon request, to the Board of Directors concerning commercial developments or modifications in the activity corridor of Woodbridge.
- (8) May recommend newsletter articles to staff for the purpose of informing the membership of the Architectural Committees' goals and requirements.

The committee members appointed prior to the effective date of these guidelines shall be assigned a term which shall be for terms from three (3) months to twenty-four (24) months.

Section 1-14. Communications Committee.

Disbanded. (4-4-01)

Section 1-15. Election Committee.

(a) The Election Committee is an ad hoc volunteer committee consisting of residents of Woodbridge who enjoy assisting the Association to oversee the Annual Election of Directors each year. It is the responsibility of the Election Committee and their Chairperson to be an independent group that establishes rules and regulations for an impartial election.

(b) The Election Committee is responsible for verifying the candidate's goals and objectives for the Board. Each candidate is allowed a candidate statement which cannot exceed an acceptable number of words. It is the responsibility of the Election Committee to return the statement to the candidate and request the candidate to revise the statement if the candidate has used more words or space than are acceptable.

(c) The Election Committee does not edit qualifications or platform or correct spelling and grammar. In case of any misunderstanding, the Election Committee Chairperson, with the assistance of the Association Attorney, will determine the proper method for the election to proceed.

(d) Once the members' ballots are received, the Committee Reviews and oversees the tabulating process. Also, the committee is responsible for checking the number of votes cast and for clarifying any questions concerning the actual number of votes cast.

(e) During the evening of the election, the Election Committee oversees the collection

of ballots which are cast that evening and is responsible for the final tabulations to certify the election process for the year.

Section 1-16. Facilities Committee.

(a) The Facilities Committee is chartered to advise and assist the Board in preserving and enhancing the physical environment within the jurisdiction of the Woodbridge Village Association.

(b) In fulfilling its function, the Facilities Committee shall:

- (1) Work with and provide support to the Woodbridge Village Association Maintenance Manager and staff in the development of programs and procedures to maintain and improve the grounds, facilities and common area maintenance, and to promote and preserve the safety and security of the community, its residents and its properties.
- (2) Investigate and make recommendations to resolve conflicts between the design, use or maintenance of adjacent facilities, grounds or property owned by developers, and the Woodbridge Village Association quality standards.
- (3) Review the status of Association reserves in consultation with the Finance Committee and make recommendations as to their adequacy.
- (4) Review special projects or non-budgeted operating expense proposals pertaining to the enhancement of grounds, facilities and common area maintenance and make recommendations as to the adequacy of funding and priority of need.

Section 1-17. Finance Committee.

(a) The Finance Committee was established to advise and assist the Board of Directors in areas of financial planning, management and control.

(b) To fulfill its charter, the committee works closely with staff and has the responsibility to:

- (1) Review and analyze the annual budget.
- (2) Make recommendations regarding financial controls, budget procedures, and accountability.
- (3) Review and analyze monthly financial statements.
- (4) Review insurance provisions and make recommendations on the adequacy of coverage.
- (5) Review and make recommendations on the adequacy of reserves.
- (6) Review budgeted and non-budgeted expense proposals and make recommendations regarding adequacy and priority.

Section 1-18. Recreation Committee.

(a) The Recreation Committee's role in the Woodbridge community is to advise and assist the Board of Directors in the creation and implementation of social and recreational programs for the residents. In accomplishing this goal, the committee

members, together with the Recreation Department personnel, make every attempt to keep activity fee costs at a minimal level and operate special events, classes and programs on a self-sustaining basis.

(b) Members of the Recreation Committee periodically meet with other Woodbridge committees to work on joint projects affecting architectural standards, maintenance programs, finance, and the Association newsletter, *Reflections*.

Sections 1-19--1-30. Reserved.

ARTICLE III. FACILITY IDENTIFICATION AND USE* *

Section 1-31. General Information.

(a) Facility identification cards are the property of the Woodbridge Village Association and are issued to the homeowners or the authorized registered non-owner occupants, for their use while living on the property. Facility identification cards are not transferable to any other persons or properties. The legal owner is responsible for the return of all cards issued; and, therefore, is liable for outstanding fees for any unreturned cards.

(b) Facility identification cards must be surrendered to staff personnel when requested, and shown upon entry to any Association facility. The member must keep the facility ID card in his possession at all times when conducting business with the Association, including but not limited to using any Association facility, reserving a tennis court, registering for recreation programs or classes, purchasing a boat pass, renting a facility, placing a classified ad in *Reflections*, and obtaining guest ID cards.

(c) All owners must register their occupants on the Photo Identification Profile Form upon purchase of the property. Other adults in the home must present proof of residence such as a driver's license, bank statement or a utility bill before a facility identification card can be issued. Facility identification cards in the possession of unauthorized users will be confiscated by Association personnel. Temporary guests wishing to use the facilities must have a guest ID card, which can be obtained by the member at the Association office.

(d) Facility ID cards are not transferable. An ID card will be issued to the tenant once the tenant has been properly registered with privileges assigned (see Article VI of this chapter).

Section 1-32. Adult Facility ID Cards.

(a) One facility identification card may be issued at no charge to each registered adult resident with assigned facility privileges. Replacement facility ID cards may be obtained by paying the appropriate replacement fee.

(b) Adult facility identification cards may be used only by authorized persons eighteen (18) and older. Persons who are between the ages of eighteen (18) and twenty-one (21) may use only staffed or family facilities. Adult facilities are restricted to persons over the age of twenty-one (21). Any adult facility identification card found in the possession of anyone other than the person to whom it was issued will be confiscated by Association staff.

* **Note**--All fees and charges are subject to change by the Board of Directors without notice.

Section 1-33. Youth Facility Identification Cards.

A youth facility identification card will allow a child to be admitted to pool facilities where lifeguards are on duty and will also allow a child to enter the tennis facilities without being accompanied by an adult. Youth facility ID cards will be released only to an authorized adult. The Association will issue youth ID cards for registered resident children who are between the ages of eight (8) and seventeen (17). The first ID card for each child is issued at no charge when an authorized adult resident provides proof of his/her child's age and signs a waiver on the facility ID issuance form, stating that their child is water safe.

Replacement youth ID cards may be obtained by payment of the appropriate replacement fees. When the child turns eighteen (18) or is no longer using the youth ID card, the ID card must be returned to the Association office. In any event, the ID card must be returned within thirty (30) days following the child's eighteenth (18th) birthday or declared lost and accompanied by applicable outstanding fees. At that time, the authorized adult member/resident may authorize the adult child to obtain an adult facility identification card. (Amended 7-1-98)

Section 1-34. Confiscated Facility Identification Cards.

(a) The Association facility patrol and staff personnel have been instructed to confiscate any facility ID card that is listed on the invalid ID list. In addition, ID cards will be confiscated from anyone who has not been authorized by the Association to use them.

(b) When an ID card has been confiscated, the responsible member must contact the Community Relations Department during normal business hours for additional information.

Section 1-35. Lost/Damaged Facility Identification Cards.

(a) Lost/damaged facility identification cards must be reported to the Association Office in person, in writing, or by phone during regular business hours.

(b) A reported lost/damaged facility identification card will be immediately deactivated.

(c) Applicable Replacement Fees must be paid to receive a new facility identification card.

(d) If a card is found after being reported lost and a replacement card has not been issued, the card must be brought into the Association office to be reactivated.

Section 1-36. Refunds.

(a) Refunds will not be issued for replacement fees.

Section 1-37. Guests.

(a) Guests of residents may use the facilities when accompanied by an authorized resident. In addition, residents may obtain guest cards for their guests, which will allow them access to staffed facilities.

(b) The following guest cards are available for members who wish to allow their guests to use the WVA facilities without having to accompany them:

(1) Short-Term Adult Guest Card (valid for a maximum of 14 days)

- a. Each Woodbridge household is permitted two (2) complimentary seven (7) day guest passes per calendar year. Residents may purchase additional seven (7) day guest passes at ten dollars (\$10.00) per pass. This pass will allow an adult guest and their family to use the WVA facilities for up to seven (7) consecutive days without being accompanied by the sponsoring resident. A maximum of five (5) guests are permitted to use the facilities at a time, including children. Children under 18 years old must be accompanied by an adult at all times.
(Revised 4-5-00 and 12-6-00)
- b. This guest card will also allow new homeowners who are involved in escrow to use the facilities for up to 14 days. The card will be issued at no cost, but it will require an escrow document as proof of a home purchase within Woodbridge.
- c. Upon issuance, the member must sign an agreement that the guest card must be returned to the Association office within ten (10) days of expiration, or the homeowner's account will be assessed a fifty dollar (\$50.00) fee.

(2) Youth Seasonal Guest Card

- a. An authorized adult member may obtain youth seasonal guest cards for children ages 8-17 for a cost of fifty dollars (\$50.00) per child. This card will allow children to use staffed facilities (pools and tennis courts) and sign up for summer camp or swim lessons without being accompanied by an authorized resident.
- b. The authorized adult member must provide proof of the child's age and sign a form attesting that the youth is water safe. The child must also come to the Association office to obtain a guest photo I.D. card that will be used only by that child and will be in the child's possession at all times when using WVA facilities. This card will not permit the guest to take other guests into the facility.
- c. Upon issuance, the member must sign an agreement that the guest cards must be returned to the Association office within ten (10) days of expiration, or the homeowner's account will be assessed a fifty dollar (\$50.00) fee for each card not returned.

(c) Homeowners are reminded that they are responsible for the actions of their guests and any violations of the Rules and Regulations.

Section 1-38. Return of Facility Identification Cards.

(a) All facility identification cards must be returned to the Association within the following time restrictions:

(whichever comes first)

- (1) No later than the close of escrow.
- (2) Before the date of entering into any lease agreement with a tenant-occupant.
- (3) Before moving off the property.

(b) Failure to return facility identification cards within the above time restrictions will result in the assessment of Outstanding Facility Identification Fees[•] and subsequent tenant(s)-occupant(s) and/or legal owner(s) will not be eligible for facility identification cards until all previously issued cards are returned and/or appropriate fees are paid.

(c) When facility ID cards are returned, it is the seller's responsibility to provide the escrow officer with a copy of the return receipt so that the charges for outstanding items can be removed from the demand statement prior to the close of escrow. Failure to provide the receipt may result in additional fees.

Section 1-39. Facility ID Card Deposits.

(a) The Association does not hold any ID card deposit.

(b) The owner may desire to retain an ID card deposit from his tenants to ensure all items are returned to the Woodbridge Village Association. The Association will charge the owner twenty-five dollars (\$25.00) for each ID card not returned before the tenant moves off the property.

Section 1-40. Owners of Multiple Association Properties.

(a) Facility identification cards will be issued to the owner for the owner's principal place of residence in Woodbridge for one (1) property at which the owner has retained the privileges.

(b) A legal owner may be issued facility identification cards for a property where privileges have been retained, providing the owner does not reside at another Association property where items have already been issued.

Sections 1-41--1-51. Reserved.

ARTICLE IV. FINANCES

DIVISION 1. GENERALLY

Section 1-52. Capitalization Policy.

It is the policy of the Woodbridge Village Association to capitalize expenditures for equipment, materials or improvement projects provided that:

- (1) The purchase exceeds five hundred dollars (\$500.00) per item, and

[•] Fees are subject to change by the Board of Directors without notice. A current Fee Schedule is available at the Association Office.

- (2) The estimated useful life is greater than one (1) year.

Section 1-53. Legal Fees Declaration.

The policy on payment of legal fees and the declaration stamp affixed to account statements as necessary for notification and collection are as follows:

- (1) Attorney costs incurred prior to the filing of a lawsuit for noncompliance will be absorbed by the Association.
- (2) Attorney costs incurred in connection with the lawsuit will be shown directly on the monthly statement in the body of a stamp (see below).

PURSUANT TO ARTICLE III, SECTION 8, OF THE WOODBRIIDGE MASTER DECLARATION, THE AMOUNT OF \$_____ IN ATTORNEY'S FEES AND COSTS HAS BEEN INCURRED BY THE ASSOCIATION TO DATE IN AN ACTION TO ATTEMPT TO BRING THIS LOT INTO COMPLIANCE WITH THE PROVISIONS OF THE DECLARATION. SUCH FEES AND COSTS MAY CONSTITUTE A SPECIAL ASSESSMENT IN THE EVENT THE ASSOCIATION IS THE PREVAILING PARTY IN THE ACTION.

Sections 1-54--1-60. Reserved.

DIVISION 2. BILLING AND COLLECTION PROCEDURES*

Section 1-61. General Information.

(a) The regular Association assessment is determined by the Board of Directors annually and is payable to the Association on a monthly basis as established by the Board (CC&Rs Article III, Section 3).

(b) To facilitate the processing of your assessment and to ensure the proper crediting of your payment, please enclose your statement stub or write your account number on your check. Checks without a clear identification of property address or account number may be returned. The Association will not be responsible for any late charges incurred on an account when payment has been returned for clarification for any reason.

Section 1-62. Statements and Payments.

(a) All assessments are due in full on the first day of the month. As a courtesy, a monthly statement is mailed in advance to the billing address on file. However, it is the owner of record's responsibility to pay the Association assessment in full each month, regardless of receipt of a statement.

(b) All payments are applied to the oldest owing assessments first (late charges, collection fees, etc.) and any remainder to current assessments. Payments may be made by mail or in person at the Association offices. A return envelope is provided with the monthly statements. Payments may be delivered to the Association office and deposited in the Association payment drop slot located in the main lobby or in the Association night drop box located just outside the Woodbridge Community Center entrance. Payments are processed at the Association office and are posted as of the date received.

(c) If payment for the current month has not been received by the statement processing date, the statement will reflect a previous outstanding balance. This balance

* **Note**--All fees and charges are subject to change by the Board of Directors without notice. All rules and regulations are subject to the enforcement policy in Section 1-1.

may reflect unpaid late charges, prior months' assessments, unpaid fines or other fees still outstanding. For payment to be reflected on the next month's statement, the Association should receive payment by the fifteenth (15th) of the current month.

Section 1-63. Delinquent Accounts.

(a) Monthly and other assessments provided for in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) which are not paid when due shall be delinquent fifteen (15) days after the stated due date. Assessments not paid within thirty (30) days after the due date shall be subject to a late charge of ten dollars (\$10.00) for each delinquent assessment, and the assessment shall bear interest from the delinquency date at the rate of 10% per annum. (CC&Rs, Article IV, Section 1).

(b) When Association assessments become seventy-five (75) days delinquent, a written pre-lien notice will be sent to the owner by certified and first class mail, at the address of record advising of the delinquent status of the account and impending collection action. A pre-lien letter fee and title check fee will be assessed to the account at this time.

(c) If an owner fails to pay the amounts set forth in the pre-lien letter within thirty (30) days of the date of the pre-lien letter, the matter may be turned over to an attorney or collection agency to pursue legal remedies. Such action may include the placing of a lien on the subject property. A collection fee will be assessed to the account at this time. If an owner is sent to counsel or a collection agency for legal action, the owner is responsible for all collection costs, including any attorney's fees and costs incurred by such action. In addition, the privileges for use of the facilities are suspended, and all facility identification cards must be returned to the Association office.

(d) Thirty (30) days following the recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure.

(e) Should the Association's lien rights be destroyed or otherwise rendered unenforceable in whole or in part, then the Association shall seek a personal money judgment against the member for all assessments, costs and attorneys' fees that may be due from the member, as incurred by the Association.

(f) Notwithstanding the foregoing, the Board of Directors may from time to time make exceptions or grant extensions of time to a member, when in the sole discretion of the Board, it has been determined that extenuating circumstances exist so as to warrant such exception and/or extension, and the Board receives reasonable assurance that such monies as may be due the Association will be paid by virtue of said exception and/or extension.

(g) Prior to release of any lien or suspension of any other legal action, all assessments, late charges, interest and collection costs including attorney's fees, must be paid in full to the Association.

(h) The foregoing policies and practices shall remain in effect until such time as they may be changed, modified or amended by a duly adopted resolution of the Board of Directors.

Section 1-64. Change of Address.

In order to change your billing address, please contact the Association in writing. It is the responsibility of the owner to keep the Association informed of the owner's current mailing address. Late charges which are incurred because the Association did not receive written notice of an address change will not be waived.

Section 1-65. Returned Checks.

(a) A fee* will be assessed to your account for any returned checks. Replacement of returned check plus the returned check fee must be paid within ten (10) days by cash, cashier's check or money order. Returned checks must be paid through the Association's accounting department, Monday through Friday between 9:00 a.m. and 5:00 p.m. (Revised 10-5-93)

(b) Failure to honor a returned check within ten (10) days shall result in collection action and the additional cost of collections will be assessed.

(c) Returned checks for payment of recreation programs, classes and facility rentals may result in the revocation of enrollment/facility rental agreement if not honored within time limits.

(d) The legal owner is responsible for any returned checks not honored by his/her tenants and guests. The owner's account will be assessed for any returned items plus costs not honored by his/her tenant or guest.

(e) The Association reserves all rights to collect unpaid funds as provided by California Civil Code and all applicable laws.

Section 1-66. Partial Changes of Ownership.

The Master Declaration (CC&Rs) requires that the Association records always reflect ownership based on the information that is recorded with the County of Orange. When the Association learns of any additions, deletions and/or changes (including name changes) of owners, a copy of the most recent recorded deed will be obtained; and all appropriate changes will be made to the files for the property. The current owner will be notified of the change and the account will be assessed an administrative fee for the partial change of ownership. In addition, all current owners will be required to sign a new membership agreement. (Revised 6-2-99)

Section 1-67. Rental Agreements.

The owner of record is responsible for payment of all assessments and any other charges incurred by his tenants, regardless of any agreement between the owner and the tenant.

Section 1-68. Sale of Home.

It is the responsibility of the owner/seller to notify the escrow company/buyer that the Woodbridge Village Association must be contacted in writing before the transfer of ownership is completed. The owner of record is responsible for payment of assessments until the close of escrow/transfer of ownership. Any prorations of assessments are done by escrow. All transfers of ownership are subject to a transfer fee to the Association.

Section 1-69. Special Processing Fee

A Special Processing Fee will be assessed for special handling of Association documentation or payments due to defacing, mutilation, or other severe mishandling by the resident/member. (Revised 4-13-94)

Sections 1-70--1-80. Reserved.

* **Note**--All fees and charges are subject to change by the Board of Directors without notice.

ARTICLE V. HOME SALES*

Section 1-81. General Information.

(a) When you are ready to sell or transfer your home, you must notify the Woodbridge Village Association and your maintenance (sub) association, if applicable. Most often, the escrow company will contact the Association to request a statement of funds owed and other conditions required to complete the transfer process. If there is no formal escrow, it is the responsibility of the seller to notify the Association. As the seller, it is also your responsibility to provide copies of the CC&Rs, Articles of Incorporation and Bylaws to the buyer. The Woodbridge Village Association requires the seller to return the code book prior to the close of escrow. The Association, upon notification by the escrow company or by the seller/buyer with the required documentation, provides a code book to the buyer, on the seller's behalf, which includes a copy of the CC&Rs, Articles of Incorporation and Bylaws, as well as the Rules, Regulations & Operating Policies. (Revised 5-5-99)

(b) The seller is responsible for the payment of assessments until the close of escrow/recording of new ownership. Any prorations of dues are to be done by escrow. Any refunds of overpayments will be made back to escrow for disbursement.

(c) Upon written notification of a pending transfer, no further facility identification cards will be issued, and:

- (1) The file will be reviewed for outstanding facility identification cards and a "courtesy" letter will be mailed to the owner listing the outstanding items to be returned before the close of escrow and the fees that escrow must collect if a "Facility ID Return Receipt" is not provided to escrow before closing.
- (2) A member of the Association staff will visit your property to inspect for any current violations. If a violation exists, notification will be given to the seller, escrow and/or the buyer that corrective action must be taken before the close of escrow or the buyer must sign an "Acknowledgment of Awareness" form accepting responsibility for correction.
- (3) A member information package will be provided to your escrow company which contains items for the escrow officer, the lender and the buyer. The package will include a demand statement stating the status of Association assessments, the transfer fee, facility identification card charges and any other fees due to the Association at the close of escrow. The statement will also include a cancellation fee to be forwarded to the Association in the event the escrow cancels for any reason.
- (4) This membership information package will also include membership documents, which must be signed by all buyers and returned to the Association at the close of escrow. In addition to these documents, the Association requires a copy of the recorded or certified/notarized grant deed before a new membership can be completed and facility identification cards can be issued. (Revised 5-5-99)
- (5) Fees will be assessed for any additional or duplicate documents request by escrow.

(d) Schedules of fees currently charged are available at the Association office.

* **Note**--All fees and charges are subject to change by the Board of Directors without notice.

Section 1-82. Return of Facility Identification Cards.

(a) All facility identification cards are the property of the Woodbridge Village Association and must be returned to the Association within the established time restrictions. (See Article III, Section 1-38.)

(b) When facility ID cards are returned because the property is in escrow, it is the seller's responsibility to provide the escrow officer with a copy of the return receipt so that charges for outstanding items can be deducted from the fees stated on the demand statement prior to the close of escrow. Failure to provide the receipt may result in additional fees.

Section 1-83. Seller Remaining on Property After Transfer.

When the seller continues to live on the property after the close of escrow, the buyer must register the former owner as a tenant. Upon request, the Association will provide the Tenant Registration Form to be completed by the buyer and returned to the Association with the escrow closing documentation and fees.

Section 1-84. Return of "For Sale," "For Lease" and "Open House" Signs.

(a) Any signs which have been rented from the Association must be returned when an escrow is opened and prior to a request for an escrow statement.

(b) If a charge has been made on an escrow statement for "outstanding" signs, the member may return the signs before the close of escrow and obtain a receipt to be provided to escrow allowing the removal of applicable charges. It is then the seller's responsibility to provide the escrow company with a copy of the receipt.

(c) For more information on "For Sale," "For Lease" and "Open House" signs, please refer to Chapter 7 of this handbook.

Sections 1-85--1-90. Reserved.

ARTICLE VI. NON-OWNER OCCUPANCY REGISTRATION*

Section 1-91. Registration.

(a) The current occupants of the property must be registered with the Association at all times. The owner of record is responsible for the completion of applicable forms and the provision of the required information. Registration must be completed within fifteen (15) days of the non-owners moving onto the property.

(b) The legal owner is responsible for any violation of his/her tenant(s) or any other non-owner occupants, guests, agents, employees, etc., and their compliance thereof to all Association CC&Rs, ByLaws, Rules and Regulations, etc.

(c) Privileges cannot be shared between the absentee owner and the non-owner occupants. When the owner of record does not live on the property, membership privileges must be either assigned to the tenants or retained by the owner (see Sections 1-92 and 1-94).

(d) A tenant registration form registers the non-owner occupants. The form must be completed in full and signed by a legal owner whose signature appears on the Association membership agreement (or by his attorney-in-fact, providing a copy of the notarized power of attorney form is on file at the Association). The completed form must contain the owner's absentee address, the billing address and the names of all persons living on the property.

* **Note**--All fees and charges are subject to change by the Board of Directors without notice.

(e) When the occupancy of the property changes, a new registration form must be completed and submitted to the Association by the owner. The completed form must be submitted to the Association accompanied by the nonrefundable processing fee of fifty dollars (\$50.00). A twenty-five dollar (\$25.00) non-refundable transfer fee is due when moving from one WVA address to another and a registration packet is not issued. Furthermore, all previously issued facility identification cards must be returned or appropriate fees must be paid, and the status of assessments must be current before the Association can process the tenant registrations. (Revised 3-1-95)

Section 1-92. Assignment of Privileges.

(a) The owner may assign privileges to the non-owner occupants by so indicating his authorization to issue facility identification cards on the registration form. This will allow them to use the recreation amenities and participate in the various Association programs.

(b) Issuance of facility identification cards creates a liability to the legal owner of twenty-five dollars (\$25.00) per ID card. The owner may limit his liability by restricting issuance on the registration form. The appropriate box must be initialed by the owner, otherwise the Association cannot process the tenant registration.

(c) All facility identification cards must be returned to the Association before the tenant moves off the property. Failure to return the ID cards or pay loss fees within certain time limits will result in additional fees and possible fines. (Refer to Article III of these rules for additional information.)

Section 1-93. Retention of Privileges.

(a) The owner may choose to register the non-owners without assigning privileges, by completing a registration form but retaining Association privileges for himself. In this event, the tenants may not use any of the facilities or participate in Association programs.

(b) If the owner retains facility identification cards, he must bring them to the Association for WVA staff verification. Furthermore, he must acknowledge that the items will be kept in his possession and not be transferred to any other persons.

Section 1-94. Other Resident in Home.

If the owner lives on the property and has a live-in roommate, housekeeper, babysitter, relative, etc., residing in the home with the owner, the owner must complete a permission to share privileges form. This form, which is available at the Association office, registers the person and allows him to obtain a facility identification card and to participate in recreational programs. The legal owner is responsible for any violations by any other resident, guest, etc., and their compliance thereof to all Association CC&Rs, Bylaws, Rules and Regulations, etc.

[The next page is 305]