

WILDWOOD HOMEOWNERS ASSOCIATION

November 07, 2016

These Rules and Regulations (these "Rules"), of 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 (the "CC&R's"), apply to the Association and all properties subject to the CC&R's ("Wildwood").

Owner Responsibilities

These Rules and the CC&Rs must be made a part of any rental agreement for any property within Wildwood, and every owner of any property within Wildwood ("Owner" or collectively "Owners") is required to secure the written acknowledgment of each tenant of such Owner that such tenant has received copies of these 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 these Rules.

Each Owner is responsible for all conduct within Wildwood attributable to any lot within Wildwood ("Lot") in which such Owner has any ownership interest, and is required to take whatever precautions as an Owner are necessary to ensure that neither such Owner, nor any other Owner of any such Lot, nor any resident, tenant or other occupant ("Resident" or, collectively, "Residents") of any such lot, or any guest, service provider or other invitee ("Guest", or collectively, "Guests"), attributable to any such Lot, shall violate any of these Rules or any provisions of the CC&R's. Owners are responsible for taking whatever steps are necessary to prevent any violations of these Rules or the CC&R's by any Residents and/or Guests attributable to their Lot. In order to ensure that property values and quiet enjoyment of all properties within Wildwood are not negatively impacted by Owners, Residents or Guests who fail to respect the CC&R's, these Rules or the rights of others, the Association has adopted, and must enforce, a "zero tolerance" policy for violations of the CC&R's and these Rules.

I. Vehicle Parking/Repairs/Carports

- A. This is a gated community. Please refer to the gate entry rules for specific rules.
- B. Each residential townhouse located on a Lot ("Residence") comes with the exclusive right to use two (2) parking spaces located within the carport for such Residence; provided, however, that no vehicle may be parked within any carport, whether by the Owner or any Resident or any other person, unless the vehicle displays a valid and current Resident registration sticker or placard issued by the Association for use on a specific vehicle duly registered with the Association for the specific carport such sticker or placard was issued for, or a valid and current visitor sticker or placard issued by the Association for use for the specific carport such sticker or placard was issued for, or a valid and current permit issued by the Association for use by a specific vehicle within the specific carport such permit, sticker or placard was issued for. No vehicle may be parked within any carport utilizing a visitor sticker or placard duly issued for such carport on more than three (3) calendar days, whether consecutive or otherwise, during any calendar month (i.e., visitor stickers or placards are for use by bona fide short term visitors - vehicles intended to be parked at any carport on more than three (3) calendar days in any one calendar month must utilize a permit duly issued by the Association for such vehicle and carport, or be registered as a resident vehicle, and display a valid resident sticker or placard duly issued by the Association for such vehicle and carport).

- C. Speeding in excess of 5 mph within Wildwood is not allowed.
- D. Leaking of any vehicle fluids or toxic fluid in any carport with Wildwood ("Carport"), or within the common areas within Wildwood owned by the Association for the benefit of all Owners ("Common Areas") is not allowed.
- E. Owners and/or Residents are required to use the Carport parking stalls for their Residence, exclusively, for parking within Wildwood.
- F. Guests may not park in any location within Wildwood, other than in the two (2) Carport spaces for the Residence they are visiting upon duly displaying a valid visitor's permit, sticker or placard for such Carport space, pursuant to the provisions of Section 1.B above, or within an open guest parking space in the designated guest parking area within Wildwood ("Guest Parking"), for a period not to exceed twelve (12) hours in any single day, or twenty four (24) consecutive hours at any time, in a seven (7) day period, whether consecutive or otherwise, during any calendar month, or such other period as shall be specified in a guest parking permit issued by the Association, or for such period within a permit only space ("Permit Parking") as shall be specified in a permit duly issued by the Association for the specific vehicle such permit is issued for.
- G. There is no other parking available or permitted within Wildwood, and there shall be no parking whatsoever within Wildwood except for parking within Guest Parking, Permit Parking, or authorized parking within Carport stalls, solely as permitted by these Rules. No parking is allowed on alleys or on streets within Wildwood. Any vehicle parked or otherwise located within Wildwood in violation of any provision of these Rules may be towed, or otherwise removed, from Wildwood at the direction of the Association, at the ultimate expense of any responsible Owner and Lot to which any such vehicle is attributable.
- H. 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. For the purposes of these Rules, carport parking spaces shall be designated as "A" parking spaces, Permit Parking spaces shall be designated as "B" parking spaces, and Guest Parking shall be designated as "C" parking spaces.
- I. No motor vehicle may be repaired within any Carport, or within Guest Parking, or within any portion of Wildwood, except for emergency repairs necessary to move the vehicle to a repair facility outside of Wildwood. In the event of any enforcement proceeding relating to vehicle repairs, the burden shall be on the Association to establish repairs, and the burden shall be on the Owner to establish the emergency exception for any such repairs.
- J. All vehicles parked within Wildwood must be capable of being operated legally both within Wildwood and on the public streets and highways.

As such:

- 1. all vehicles within Wildwood must be physically operative and licensed and registered with the California Department of Motor Vehicles, or other applicable agency with jurisdiction
- 2. the license and registration for any such vehicle must be current
- 3. any such vehicle must be duly registered with the Association and any other applicable entity for operation within Wildwood; and any such vehicle must display any required current license tags, decals or permits for any and all such purposes.
- 4. If an operative vehicle becomes an inoperative vehicle, or otherwise becomes out of compliance with this Rule (including expiration of any required vehicle registration or permits), within Wildwood, it must be removed from Wildwood within 24 hours of being inoperative, and may not be returned to Wildwood until it is fully operative and in full compliance with all requirements of this Rule.
- 5. Vehicles which may not be operated within Wildwood or on public streets may not be stored at any location within Wildwood.
- 6. Carports are for the parking of operative vehicles in full compliance with Rule I.H above which are attributable to the Residence for the subject Carport, upon display of the required permit, placard or sticker as specified above, and for no other purpose. There shall be no other items of any kind placed within any Carport, and no loitering, gathering, barbequing, drinking alcoholic beverages of any kind or playing by any persons within any Carport, for any purpose, whether peacefully or otherwise, and no other use of any kind may be made of any Carport.

II. Noxious, Offensive or Illegal Activity

- A. Any violation of any federal, state or city law, ordinance, regulation or other requirement ("Violation of Law") shall be a separate violation of these Rules, whether or not the action or omission constituting such unlawful act is otherwise separately addressed in these Rules and/or the CC&Rs, and whether or not any such Violation of Law results in any criminal conviction or civil or administrative adjudication of a Violation of Law, whether or not any such Violation of Law is prosecuted or otherwise pursued by any governmental authority, and whether or not any judicial proceeding relating to any claimed Violation of Law results in a dismissal, an acquittal or a judgment or adjudication in favor of any accused perpetrator (there being different standards of proof and procedural requirements applicable to any such governmental proceedings).
 - B. There shall be no action or inaction attributable to any Lot, and/or to any Owner, Resident or Guest attributable to any Lot, which does cause or create, or which realistically could give rise to a possibility of causing or creating, within Wildwood: (i) any threat, whether physical, verbal or otherwise, of violence or unlawful injury or damage of any kind; (ii) any physical harm or other injury to any person; (iii) any property damage of any kind; (iv) any safety hazard of any kind; (v) any health hazard of any kind; (vi) any interference with the quiet enjoyment by any other Owner or Resident within Wildwood of their Residence and/or the Common Areas in accordance with the requirements of these Rules and the CC&R's; and/or (vii) any disturbance of any kind.
 - C. Owners, Residents and/or Guests may not bring firearms or other weapons or ammunition within any portion of Wildwood, and/or brandish any weapon of any kind within Wildwood.
 - D. There shall be no consumption of alcohol, and no open containers of alcohol, within any portion of the Common Areas or Carports, or at any location within Wildwood exterior to a Residence or a patio area fully enclosed by a fence and closed gate, and no transporting of alcoholic beverages within any portion of the Common Areas or the Carports, with the sole exception of removal of unopened containers of alcohol from vehicles lawfully and properly parked in a Carport to the interior of the Residence for such Carport. No person may transit or otherwise be present within any portion of Wildwood exterior to a Residence while intoxicated or under the influence of any unlawful substance (i.e., 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 Wildwood, and any person who becomes subject to any such condition outside of Wildwood shall not enter Wildwood until sober).
 - E. Wildwood 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 of any kind (with the sole exception of prescription medicines possessed and used solely in accordance with, and pursuant to, a lawful prescription) within Wildwood.
 - F. Streets and sidewalks within Wildwood are for ingress and egress by Owners, Residents and duly authorized Guests only. There shall be no loitering, and no recreational activities, within the streets and sidewalks of Wildwood.
 - G. The Common Areas are held and managed in trust by the Association for the benefit of the Owners and duly designated Residents authorized by the Owners to reside in the Owners' Residences ("Authorized Residents"). No person may be present within any portion of the Common Areas with the exception of Owners, Authorized Residents or temporary visitors authorized to visit a specific Residence by the Owners and/or Authorized Residents of such Residence ("Authorized Guests"), and/or persons authorized by the Association to be present within Wildwood to assist in conducting the business and affairs of the Association ("Association Providers"). Any other persons present within the Common Areas are, and shall be deemed to be, trespassers unlawfully trespassing within the Common Areas.
- G1. Each Lot and any Owner thereof shall be fully responsible for: (i) the actions and inactions within Wildwood of the Authorized Residents and Authorized Guests attributable to such Lot (collectively, "Authorized Persons"); and (ii) for all actions of any unauthorized person within Wildwood and attributable to such Lot as a result of any failure of any such Owner to prevent unauthorized use of such Lot by third parties (whether due to inadequate security measures and/or failure by the Owners and/or any Authorized

Persons to control access to such Lot, or otherwise). With the sole exception of ingress and egress over the Common Areas by Authorized Guests as necessary to ingress and egress to and from the Lot they are duly authorized to reside at or visit and an authorized access point between Wildwood and adjacent properties, Authorized Guests shall not transit or be located upon other portions of Wildwood, or loiter on transit ways.

- H. No person shall engage in any act of physical violence, or threaten physical violence, of any kind, within Wildwood. There shall be no writing of graffiti, or other vandalism of any kind, within Wildwood. No Authorized Persons or unauthorized persons shall physically or verbally abuse, intimidate or harass any other person within Wildwood, or otherwise interfere with any Owners. Residents, Authorized Persons or Association Providers, and/or with the use by any Owners or Authorized Residents of the Common Areas, and/or with ingress and egress by any such persons to and from any Residence, and/or with the Association's manager, employees or other Association Providers engaged in the conduct of the Association's business, including without limitation: (i) making terrorist threats; (ii) making other verbal or physical threats of any kind; (iii) engaging in threatening, insulting and/or demeaning actions, including without limitation directing insults, taunts, rude or obscene gestures, profanity and/or demeaning and/or derogatory comments; (iv) directing any comments in a loud, boisterous, rude, profane and/or obnoxious manner; or (v) any other conduct tending to intimidate, harass or abuse any person, or having a tendency to provoke any breach of the peace. 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.
- I. Threats made to any agent of the Wildwood Homeowners Association or agents from the two (2), surrounding Homeowner Associations known as Brookfield Homeowners Association, Morrison Creek Estates Homeowners Association and Phoenix Park or physical and or verbal assaults by any Wildwood resident, may result in an automatic \$2500 fine being applied to the responsible Wildwood owners account.
An agent of the Association is an employee, a contractor, a vendor, a service provider, a volunteer, or an agent of the two surrounding Homeowner Associations and Phoenix Park.

III. Pets

- A. Dogs may not be of a violent disposition, and must be on a leash always.
- B. 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.
- C. If dogs are running loose, notify the owner. If the problem continues, call the City of Sacramento by dialing 311 to report.
- D. Animal viciousness and/or threats will not be tolerated.
- E. Barking dogs are not allowed within Wildwood.

IV. Cleanliness/Safety

- A. Please help us keep Wildwood clean. No rubbish, trash, garbage, or other waste material is permitted within or without any Residence, or within the patio or Carport for any Lot, or in the Common Areas, except in sanitary containers within the Residences, with the sole exception of garbage contained within City garbage cans maintained solely within the approved/assigned locations.
- B. There shall be no storage of hazardous substances anywhere within Wildwood, and no items may be stored within any location, or otherwise used, within Wildwood in any manner which creates a fire hazard of any kind.
- C. Articles such as clothing, rugs and towels may not be hung over any fence or otherwise on the exterior of any Residence.
- D. BBQs are not permitted within the Common Areas, with the sole exception of community BBQs expressly approved by the Association. BBQs may not be utilized at any other location within Wildwood other than within the open patio area of a Lot, and within a commercial BBQ with a competent and fully sober and alert adult physically

adult 18 and over must always be present whenever BBQ fire is burning, in any degree, and in such a manner that no flame shall escape the BBQ at any time.

- E. There shall be no discarding of old furniture and appliances or any other items of any kind inside any Carport, or on any patios, or within any portion of the Common Areas.
- F. Owners are responsible for ensuring that their Lot is in compliance with all cleanliness requirements set forth in these Rules at all times, regardless of the source or other cause of any such violation (i.e., Owners are responsible for the condition of their Lot, even if a violation of this Article IV with respect to their Lot is attributable to other parties not otherwise attributable to such lot - any such third party violations will not excuse any failure of an Owner to adequately monitor such Owner's Lot to prevent any such violations and/or any failure of an Owner to cure and eliminate any such violations which do occur immediately).
- G. 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.
- H. Electrical power provided to any Residence by the applicable utility provider may only be utilized by and for the Residence such power is provided to by the applicable utility provider. Electrical power from one Residence may not be "tapped" or utilized for any other Residence, with or without the knowledge and/or consent of any Owner or other occupant of the Residence from which such power is being obtained.
- I. 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 Wildwood, 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, other than BBQs operated strictly in accordance with the requirements of these Rules.
- J. Any Residence which is vacant or which is not presently capable of being occupied, for any reason, shall be secured in a manner capable of preventing access other than by use of keys, and in a manner receiving the approval of the Association, whether specifically or generically, as to any security measures affecting the exterior appearance of the Residence.

V. Minor Aged Residents

- A. 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 Wildwood.
- B. 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.

VI. Pool

- A. For the safety of minor aged residents and others, minor aged residents ages 14 and younger must be accompanied in the pool area at all times by a parent or other adult who is competent and fully sober and alert. An adult is considered to be someone over the age of 18.
- B. Persons occupying the pool area must wear swimsuits or hemmed cutoff jeans. No exceptions.
- C. 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 (4) guests in the pool area unless special advance arrangements are made with the Association; provided, however, that 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.
- D. Gates to the pool shall remain closed and locked always. No person may admit any unauthorized person to the pool area.
- E. No pets are allowed in the pool area at any time.
- F. The gate shall be used for entering and leaving the pool area. Do not climb over the fence.
- G. Radios, tape players and other musical and/or broadcasting devices shall be kept at a reasonable volume.

VII. Architectural Control

- A. Any exterior structural changes must conform to the existing architecture and be approved by the Association's board of directors (the 'Board'). Any exterior changes to any Lot and/or any improvements thereon must conform to the existing architecture and be approved, in advance, as to all applicable plans and/or specifications by the Association's board of directors (the "Board") or an Architectural Control Committee, if any, appointed by the Board
- B. 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.
- C. Outdoor antennas are not allowed, with the exception of satellite antennas of dimensions, and may not be attached to the roof, siding or any portion of the structure.

Windows and Doors

- D. 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
- E. Windows cannot be covered by sheets, blankets, rugs, foil, cardboard, or other similar materials. Screens are required on all windows.
- F. 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.

Satellite/Cable Installation

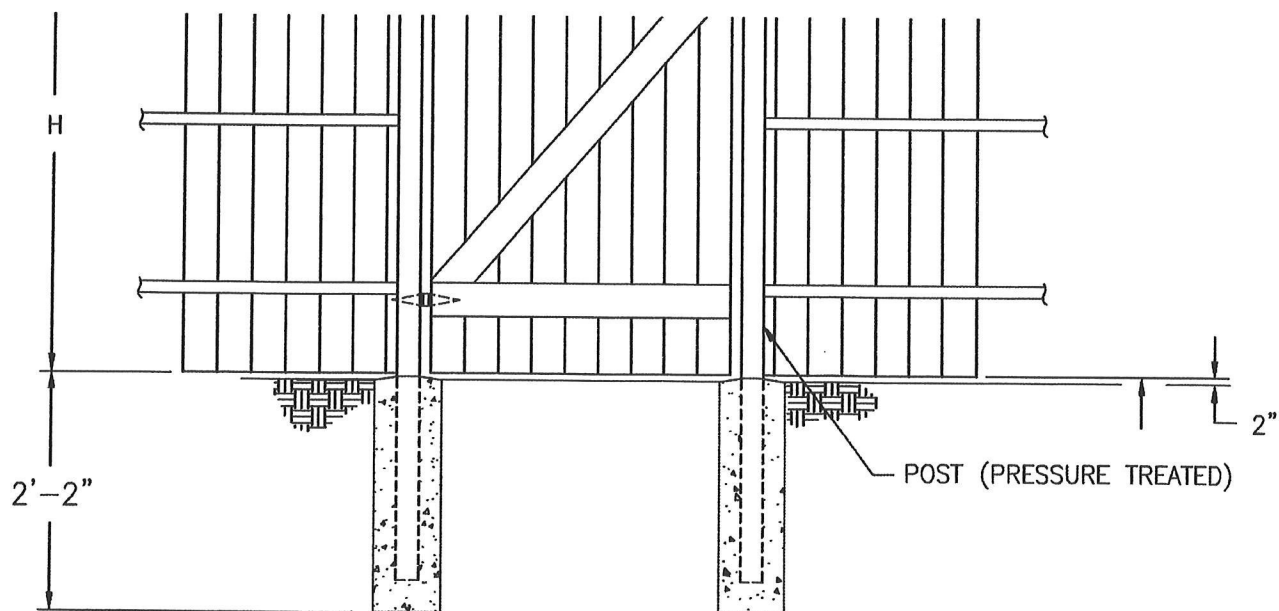
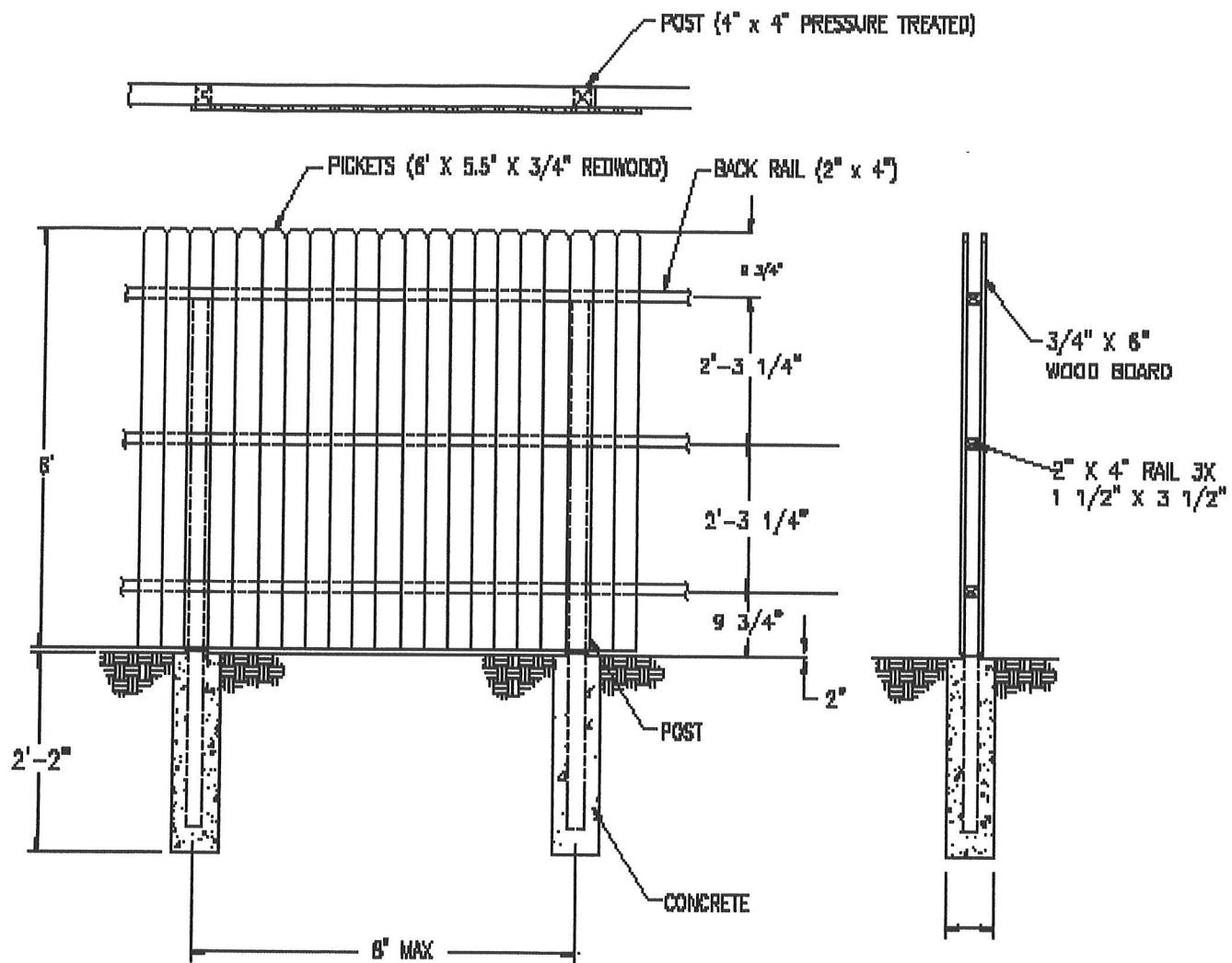
- G. Cable and satellite installations can be installed in of the Associations common areas such as the flower beds or in exclusive use areas such as the unit's patio. The use of tripods is allowed for satellite installation.
- H. The installation cannot breach the siding or the roof as both are the responsibility of the Association and are common area.
- I. 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.
- J. You, the owner, are responsible to ensure that when the tenant vacates the unit, the satellite is removed from the property. The satellite must also be disposed of. 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

- K. Appliances, beds and trash cannot be viewed over the fence line therefore should not be on any patio..
- L. Professionally installed sheds must be painted to match the exterior of the building.
- M. Professionally built, free standing (not attached to the common area structure) pergola's must be painted to match the exterior of the building.
- N. There should be no signs attached to the patio fence.

Fence Appearance and Specifications

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



- Boards that are dull and/or dry rotted
- Boards that are missing
- Posts that need replacing/post is attached to the building/post is falling down
- A gate is missing or broken
- A gate that is misaligned
- A fence is uneven and/or has gaps in between boards
- A fence is weathered

VIII. Rental/Screening Requirements

- A. All adult tenants, and all other adult occupants, of any Residence, must be screened by the Association's management office prior to occupancy and/or any lease, rental or other occupancy agreements being entered into with the prospective occupants.
- B. All Owners are responsible for providing the Association with current occupancy information for their Residence, as required by the Association, which shall include without limitation the full name of each adult Resident, and the full name, age and birthdate of each minor Resident, of such Owner's Residence.
- C. Owners must comply with all other requirements of the Association's Pre-Occupancy Requirements, which are set forth as Exhibit "A" hereto and incorporated herein by this reference (the "Pre-Occupancy Requirements"), as the Pre-Occupancy Requirements may be amended by the Board and distributed to the Owners from time to time.
- D. Each adult occupant of any Lot, other than a resident Owner or a member of the resident Owners' immediate family (Le., spouse, minor aged residents, parents and/or siblings) residing with a resident Owner in the resident Owners' Residence, must sign a "California Addendum for Crime/Drug Free Housing and Governing Document Compliance", in the form set forth as Exhibit "B" hereto and incorporated herein by this reference, or such other form as the Association shall approve (the "Addendum"), which must also be executed by each Owner of the Residence and returned, fully executed, to the Association's management office, prior to their occupancy of the Residence.
- E. Immediate family defined as spouse, minor aged residents, parents and/or siblings residing with a resident Owner at the resident Owner's Residence, must complete only an informational application.

IX. Special Individual Assessments

- A. Non-compliance assessments will be levied as determined by the Board to be necessary and/or appropriate in accordance with any Notice of Determination issued to the Owners after notices to appear and be heard before the Board for violations have been issued 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.
- B. 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.
- C. 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 Wildwood, 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. 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. Each resident of any Residence, including any juvenile, must be registered with the Association.
- B. 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, and/or while serving as a caretaker, or sitter, must be pre-approved (screened).
- C. It is the Owner's responsibility to ensure that each prospective occupant is screened prior to occupancy of the Residence.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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 and permitting an independent screening service to conduct the standard public records screening checks then utilized on behalf of the Association.
- I. The Owner is not required to attend the pre-approval process, but the Owner must contact the Association's business 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.
- J. 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.
- K. If any person subject to screening under Section I above, 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.
- L. If the person being screened (the "Potential tenant") fails the screening process, the Potential tenant will be rejected by the Association, and the Owner may not allow the Potential tenant to reside in the Residence, except as specified below.
- M. If the Potential tenant 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).
- N. If the Potential tenant fails the screening process and the Owner still wishes to rent to the Potential tenant or otherwise to allow the Potential tenant 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 orders, 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 no damage to the Common Areas or other governing document violations have occurred because of the presence of such tenant and/or other occupant, no crimes or disturbances or police calls have resulted within Wildwood because of the presence of such tenant and/or other occupant, 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.

- O. At the discretion of the Board, the \$10.00 per day assessment may continue for each day the adult tenant 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 the Lot, and will continue until the subject occupant no longer remains at the Residence.
- P. The deposit may also be used in the event the Association elects to obtain legal representation to process an eviction of the occupant.
- Q. 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.
- R. 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 HOA 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 and 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 Morrison Creek as a result of any actions and/or activities at, and/or occupants of or visitors to, 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.

Wildwood Homeowners Association


Secretary