



WILLOWWALK

Community Handbook

Restated: July 2011

Swimming Pool & Spa Guidelines: Amended August 2012

Clubhouse Reservation & Community Guidelines (General): Amended November 2013

Community Park Usage, Reservation Guidelines, and Application: Adopted July 2014

Parking & Vehicle Restrictions: Amended October 2014

Violation & Hearing Procedure: Amended October 2014

Artificial Turf Guidelines: October 2015

General Rules Roadway Use Restriction: July 2018

Professionally Managed by:

Vintage Group

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WILLOWALK HOMEOWNERS ASSOCIATION

Dear Homeowner:

Welcome to Willowalk! We are thrilled you have chosen Willowalk as your new home. Willowalk is not merely a collection of homes sharing Association Property, but rather a collection of homeowners that share common values and a certain quality of life. By working together, becoming actively involved and supporting your association, we will be able to create the vital and vibrant sense of community we all desire.

As a means of introduction, **Vintage Group** provides exceptional service to Southern California communities. The corporate office is located at 24422 Avenida de la Carlota, Suite 450, Laguna Hills, CA 92653. Vintage Group is pleased to be the managing agent for the Willowalk community. As directed by the Board of Directors, Vintage Group's role is to manage the daily operations of the association, both physical and financial. Vintage Group will also advise in long term financial planning and will assist the association in complying with state and federal laws. Further, Vintage Group will be the information and communication hub for all of the community's functions and activities. **You can contact Vintage Group at 760-520-1575 or 855-403-3852.**

Having a decisive plan in place is the first step towards making sure that common goals will be met. The community's governing documents, known more specifically as **Declaration of Covenants, Conditions, and Restrictions (CC&R's), the By-Laws, Articles of Incorporation, Community Rules and Architectural Guidelines** act as the community's charter, or Constitution, providing a general framework for the protections and continuance of the community and its common elements.

Please take a moment to familiarize yourself with the governing documents. Understanding the community's "charter" and responsibilities will greatly enhance your experience as a member of the community.

Vintage Group is pleased to offer automatic checking withdrawal for your monthly assessments. If you are interested in this value added service, please fill out the **ACH form** and return it to Vintage Group at your earliest convenience. You can expect to receive your first monthly courtesy statement around the last week of the month, following your close of escrow.

Again, welcome to the Neighborhood!

Sincerely,
Willowalk Homeowners Association

Willowalk Homeowners Association Community Guidelines

Revised: January 1, 2008

Introduction:

The Community Guidelines established for Willowalk are intended to foster an environment of neighborliness, consideration and cooperation. These Community Guidelines constitute Association Rules contemplated by the Declaration. All Owners, residents and their guests are required to follow these Guidelines as a means of acting on behalf of the greater good of the community and its wellbeing. The Board has adopted these Guidelines, in addition to the provisions of the Declaration and the Bylaws.

It cannot be stressed enough that all Owners and their tenants be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines, you, your tenants and guests must observe at Willowalk.

Commercial Activity:

No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted or upon any Residential Lot or the Association Property. This provision does not include construction of the project by the Developer or other authorized builders; however, this provision is not meant to preclude an owner from maintaining a home office and conducting business activities. The business or activity must be consistent with the specific plan requirements for the project (i.e. residential use) and meet the following criteria:

1. There is no external evidence of the activity or business;
2. The activity or business is conducted in conformance with all applicable government ordinances;
3. The business or activity does *not* increase the liability or casualty insurance obligation or premium of the corporation;
4. The patrons or clientele of such activities do not visit the Residential Lot or park automobiles or other vehicles within the Project;
5. The existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Residential Lot; and
6. The activity or business is consistent with the residential character of the project and otherwise conforms to the corporation's governing documents.

General:

1. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the Association Property.
2. All homeowners are required to submit plans to install their landscape and irrigation for all portions of the Residential Lot not landscaped by the Declarant within six (6) months of close of escrow and must install all of their landscaping and irrigation within one (1) year of close of escrow. Please refer to the Association Architectural Guidelines and Procedures for further information.
3. No clothing or household fabrics shall be hung, aired or dried outside. Clotheslines are not permissible.
4. All trash receptacles shall be stored out of view (in garages or fenced side yards only) except on the scheduled trash pickup day. Trash receptacles may be placed out for pickup no earlier than 6:00 p.m. the day before scheduled pickup and must be removed by 11:00 pm, the day trash pickup is scheduled.
5. No fences, awnings, ornamental screens, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Project except those that are installed by the Declarant or as authorized and approved in accordance with the Declaration.
6. The Common Areas at the parks and around the lake areas may be used by homeowners or tenants for the purpose of photography for weddings or other special events with the following restrictions:
 - The parking of vehicles must not restrict the safe passage of cars or pedestrians on the street or sidewalk in front of the common area
 - Stepping into the water or on to the rocks or waterfall areas is strictly prohibited.

The patrol company will be enforcing this rule and, when requested, a homeowner or tenant must provide proof of residency or ownership within the Willowalk Community. In the absence of proof the entire group will be required to leave the common area immediately.

7. Common area parks, tot lot, recreational areas, basketball court, etc. are open for resident use from almanac sunrise to almanac sunset, daily.
8. No person upon roller skates or riding in or by means of any coaster, toy vehicle or similar device shall go upon any roadway, per city of Hemet Ordinance Section 78-63, adopted July 26, 2018.

Holiday Decorations:

1. Holiday decorations are permitted on your Residential Lot; however, decorations of any type are not permitted on the Association Property. The Association Property includes, but is not limited to, stairways, trees, bushes or other landscaped areas maintained by the Association, etc. Any decorations found in the Association Property will be removed at the Owner's expense.

2. All decorations are permitted up to one month prior to the holiday and must be removed within 15 days after the holiday. All holiday decorations celebrating holidays in December and January must be removed by January 15 of each year.
3. Homeowners should be considerate of neighbors when decorating for holidays.

Parking and Vehicle Restrictions:

1. Owners may not park, keep or store on any part of the property any Prohibited Vehicle (defined below) except for brief periods during loading, unloading or emergency repairs. Maximum length of time is 24 hours. The vehicle is subject to tow at any time after the maximum is exceeded.
2. "Prohibited Vehicles" are defined as the following:
 - a. Recreational vehicles (e.g. motorhomes, travel trailers, camper vans and boats);
 - b. Commercial type vehicles (e.g. stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines);
 - c. Buses Or vans designed to accommodate more than ten (.10) people, Vehicles having more than two (2) axles;
 - d. Trailers, Aircraft, Boats;
 - e. Inoperable vehicles or parts of vehicles; and
 - f. Any vehicle or vehicular equipment deemed a nuisance by the Board.

If a vehicle classifies as both an authorized and a prohibited vehicle, it will be classified as a Prohibited Vehicle, unless expressly classified as an Authorized Vehicle, in writing; by the Board of Directors. Authorized Vehicles are defined in the CC&Rs, Section 7.7.

3. No repair, maintenance or restoration of any vehicle may be conducted in the Community except wholly within the garage with the garage door closed. No person may carry on in any portion of the Community any vehicle repair, maintenance or restoration business.
4. Garages shall at all times be maintained in such a way as to accommodate the number of Authorized Vehicles for which it was originally constructed by Declarant.
5. Garages may not be used for office space, workshops or converted for living, recreational activities or businesses.
6. Garage Doors must be kept closed except as necessary for entry or exit of vehicles or persons.
7. Each driveway must be maintained in such a way as to be able to accommodate two (2) automobiles parked and contained entirely within the driveway.
8. Boats and other recreational vehicles may not be stored in the garages.
9. Any and all vehicles parked on the streets within the community between the hours of 12:00am (midnight) and 6:00am must display a current/ valid Parking Permit issued by the Willowalk Homeowners Association. Each residence (lot/ address) will be issued two (2) hanger-style parking permits, which must be displayed (hung) from the rear-view mirror of the vehicle. The Parking Permit MUST be clearly displayed by any and all resident and/or guest vehicles parked on the street

between 12:00am (midnight) and 6:00am. Any vehicles not clearly displaying a valid Willowalk Parking Permit will be subject to immediate tow at the vehicle owners expense.

10. Parking permits that have been lost, stolen, misplaced or leave with a person who has moved from the community will be immediately deemed invalid. Any vehicle displaying an invalid Parking Permit will be deemed to be in violation of these Parking Rules and subject to immediate tow at the vehicle owners expense. Replacement permits will be available through the Associations management company at a cost of \$100.00 each. A maximum of two (2) Parking Permits will be valid per residence at anytime.
11. Vehicles (with or without a permit) may not be left continuously parked on the street longer than 96 hours. If the vehicle is not moved within the 96 hour limit it will be towed at the owner's expense.
12. All California Vehicle Codes including parking will be enforced.

Pets:

1. Pets are to be confined to Residential Lots and must be on a leash at all times when in the Association Property.
2. Residents may not have more than a total of two (2) dogs, cats or combination thereof {but not to exceed two (2) total}.
3. Residents are responsible for any damage to the Association Property caused by their pets. They may be assessed and/or penalized by the Board of Directors.
4. Pet owners must pick up after their pets on all Association Property including, but not limited to streets and landscaped areas. Any resident not complying with this provision may be subject to special assessments.
5. Cats or other small pets are not permitted to roam the Association Property.
6. Animals may not be raised, bred or kept for any commercial purposes.
7. Any person bringing an animal upon or keeping an animal in the community shall be liable pursuant to the laws of the State of California to each and all persons for any injury or damage to persons or property caused by such animal.
8. The Association, acting through the Board of Directors, may prohibit any animal that in its opinion, constitutes a nuisance to other owners.

Satellite Installation Policy and Procedure:

1. Any Owner who would like to install a satellite dish device is required to fill out the "Satellite Installation Notification Form" PRIOR to installation of the device.
2. The Satellite Installation Notification Form must be mailed or faxed to Management PRIOR to the installation of the device. **Approval is not required provided you comply with ALL of the requirements stated below.**
3. **If you are unable to comply with the policy set forth herein**, you must submit a variance to the Association PRIOR to the installation explaining in detail your situation. Each situation will be evaluated individually by the Board of Directors in a timely manner.
4. The device may not exceed one (1) meter in diameter. The device should be located as far out of view as possible and should be installed either on the side or rear of the residence.
5. All wires and cables must be securely mounted on the home and may not hang or dangle.

Signs:

1. Except as provided below or permitted by California Civil Code, signs other than for sale or rent signs are not permitted and may not be erected or maintained with the Community without Board approval, One (1) sign advertising for sale or rent may be erected provided it complies with the following requirements:
 - a. The sign is not larger than eighteen inches (18") by thirty inches (30") in size; and
 - b. The sign is of a color and style and location authorized by the Board.
 - c. The sign must be attached to the ground by a conventional, single vertical stake which does not exceed two inches (2") by three inches (3") in diameter. A sign may be posted in a window as an alternative. Posts, pillars or hanging man type signs are not permitted.
2. Other signs or displays must be approved by the Board prior to installation.
3. Only professional signs are permitted.
4. Signs may not be posted at any entrances or in the Association Property.
5. After a property has closed escrow, the sign must be removed within fifteen (15) days.
6. One (1) address sign is permitted per home.
7. Noncommercial signs permitted by Civil Code Section 1353.6 are permitted.

Window Coverings:

1. Window coverings must be of a conventional variety, neutral in color, including curtains, *drapes*, shutters or blinds. Foil, wood, newspaper, sheets or any other similar material are prohibited from being used as window coverings at any time.
2. Window coverings should be harmonious with and not in conflict with the color scheme of the exterior wall surface of the home.
3. Temporary window coverings are permitted up to ninety (90) days after close of escrow provided the coverings adhere to the policy set forth above.

Sports Apparatus:

1. Portable Basketball Apparatus are permitted on an owner's private residence, so long as they are moved into the interior of the garage, or behind the backyard fence when not in use. Furthermore, sports apparatus must not be out earlier than 7:00 AM nor left out later than 10:00 PM. No portable basketball apparatus or skateboard ramps are permitted to be placed on the private streets or sidewalks within the Association Property at any time.

(Adopted June 2022)

Willowalk Homeowners Association

Swimming Pool & Spa Guidelines

1. Children under the age of 16 **MUST** be accompanied by an adult at all times.
2. All residents will be required to complete the **Pool Usage Form** to enable access to the pool area at any time. Information to be kept current and on file at all times. All residents are **asked to SIGN-IN** for each visit. **NO** access will be allowed without Key.
3. All Homeowners or Residents **MUST use their key** to access the pool area.
4. Residents agree to provide I.D. and pool key if asked by an Association Member, Pool Monitor, or management.
5. Children under the age of 16 are not allowed in the Spa.
6. **NO** street clothing, cut-offs, jeans, undergarments. Proper swimwear is required at all times.
7. **NO** Lifeguard — swim at own risk and liability even if a Pool monitor is present.
8. **NO diving, jumping, pushing, running, boisterous or rough behavior, violence.**
9. **NO** bikes, skateboards, or wheeled toys.
10. **NO** pets (except assisted care trained dogs)
11. **NO** alcohol, drugs, glass or sharp objects. Intoxicated persons are not allowed to use or be around the pool area. Coolers/ ice chests are subject to search by pool monitor and/or security.
12. **NO** loud music equipment without the use of a private listening device.
13. **NO** profanity, screaming or abusive language.
14. **NO** smoking in all areas of the pool facilities.
15. **NO** large flotation devices are permitted in Pool or Spa.
16. **NO** climbing over any fence. Gates are to remain closed and locked at all times.
17. **NO** lending keys to non-residents.
18. **NO** foreign objects, balls, non-floating objects are to be thrown into the Pool
19. **NO** removal of furniture from Pool area at anytime.
20. **NO** soap or oils in Pool or Spa. They can damage the system and are a health hazard.
21. **NO** playing on or around the handicap pool lift. Handicap equipment is not a toy and is restricted to those with disabilities. Pool Lift Requirement and Waiver must be on file with Management to access the device by owner or resident.

22. You MUST shower before entering Pool or Spa.

- 23. Members must be with their guests (regardless of age) at all times (Willowalk Residents - Only). Only two (2) guests per household at any one (1) time.
- 24. The Buddy system is recommended for all swimmers at all times.
- 25. Pool furniture is to be used on a first come basis and may NOT be reserved.
- 26. Please clean up your area when you leave and place furniture back in place.
- 27. BBQ users are responsible for clean-up of the grill and countertop areas. Use caution around the BBQ's.
- 28. Any injuries, accidents or misuse of any pool rule MUST be reported to management. Use of the Pool facilities is a privilege and may be revoked by the Board of Directors if residents fail to adhere to the rules.
- 29. All incontinent persons (infants, toddlers, children or adults) MUST wear appropriate swim garments/swimmers.
- 30. Any Damage caused to the pool area by a resident or guest the homeowner will be assessed for all repairs.
- 31. Owners may assign their rights for Pool and Spa area use to tenants, however; the homeowner is no longer eligible to use the Pool area.
- 32. Anyone not abiding by the rules may be asked to leave the Pool area by any member of the Association, security, and/or the pool monitor.
- 33. Pool occupancy is 45 (plus 6 in spa) people any individuals over 51 (total/ combined between pool and spa) will be deemed illegal per Department of Health and Safety Codes for Pool Areas.

The Pool, Spa, and Clubhouse Area are open during these hours:

Spring(March 1st – May 31st)**
 Saturday & Sunday: 12:00 p.m. – 6:00 p.m.

Summer (June 1st – August 31st)**
 Everyday: 12:00 p.m. – 8:00 p.m.

Fall.....(September 1st – November 30th)
 Saturday & Sunday:..... 12:00 p.m. – 6:00 p.m.

Winter (December 1st – February 28th)
 Closed

*Pool hours may vary depending on the weather. **Pool hours in Spring and Summer may be shortened and/or extended to incorporate Memorial Day weekend and/or Labor Day weekend.

The Willowalk Pool area is provided for the enjoyment of all residents. Please keep our community beautiful and be respectful of all residents.

Use of the Pool; Spa and BBQ facilities indicates acceptance of these Rules, Regulations and Conditions. Violation of these rules may result in fines and loss of privileges.

Swimming Pool & Spa Guidelines Amended: August 23, 2012

Willowalk Homeowners Association

Clubhouse Reservation Guidelines

Adopted June 14, 2005, Revised: June 2008, Amended November 2013

Hours: The Clubhouse may be reserved for up to one day (maximum number of operational hours during one day including set up and clean up), Events may begin no earlier than 9:00 a.m. Events must end no later than 11:00 p.m. on Friday and Saturday nights, and by 10:00 p.m. Sunday through Thursday nights.

Capacity: The total number of guests may not exceed the maximum occupancy listed in the room (49 persons) due to Fire Department regulations.

Cost & Deposit: There is a \$ 50.00 rental fee for use of the clubhouse and a \$150.00 refundable damage deposit.

THE USE OF ILLEGAL SUBSTANCES IS STRICTLY PROHIBITED AT ALL TIMES

Any resident of the Willowalk Homeowners Association has the opportunity to use the Community Room within the following guidelines and restrictions.

1. The reservation of the Clubhouse is limited to Willowalk residents for personal use only. Reservation of the rooms by anyone other than Willowalk residents is not permitted. The facilities cannot be used for personal gain or commercial activity.
2. Alcoholic beverages are prohibited.
3. Users are responsible for any damage to the Association Property (including damage caused by their guests or vendors or any other persons related to the party) and for all repairs or replacement costs.
4. All musicians, DJ's equipment, stereos and speakers must be confined inside the clubhouse.
5. All music must be turned off no later than 10:00 p.m. All music must be kept at reasonable noise levels.
6. Smoking is not allowed inside any of the facilities.
7. Furniture must not be moved from the interior of the clubhouse. Furniture may be moved around inside the room. (However a \$50.00 service charge will be incurred if the furniture is not returned to its original position after the event.)

8. All kitchen equipment, banquet tables, podiums, electrical equipment and sound equipment are to be provided by the party reserving the clubhouse. Furniture, equipment and room set-up is to be performed by the reserving party.
9. The Community Room must be cleaned up and vacated by 11:00 p.m. on Friday and Saturday nights; and 10:00 p.m. Sunday through Thursday nights.
10. Users must arrange for all pick-ups and deliveries to be made the day of the event.
11. The individual reserving the facility is responsible for removal of all trash to an appropriate trash receptacle.
12. Any damage to the facility or cleaning needed after the event will be deducted from the damage deposit. If this amount is greater than the deposit the individual will be billed accordingly.
13. No portable cooking devices are allowed within the facilities or are to be used for any event
14. The Association is not responsible for personal items that may be lost or stolen.
15. Open flames are not permitted at any time — such as candles, tiki torches, etc.
16. Certain dates may be blacked out due to Association events.
17. Reasonable signage may be placed in the area immediately leading to the Community Room; however, it must be removed after the event.
18. Parking is available only on the surrounding streets and in guest parking.
19. A schedule of availability can be obtained from the Vintage Group office at 760-520-1575 or 855-403-3852.
20. All ~-homeowners must provide Vintage Group with a certificate of homeowners insurance naming Willowalk Homeowners Association and Vintage Group additionally insured, with a minimum coverage amount of \$500,000.

1. To reserve the Community Room, a reservation form (attached) must be completed and submitted to the Vintage Group offices at least 2 weeks prior to but no longer than 6 months in advance of the date the room is to be used. The facilities cannot be reserved in the same two week period by the same individual.
2. Only checks are accepted and must be made payable to Willowalk Homeowners Association at the time of the reservation.
3. Two (2) checks; \$50.00 for rental deposit and \$150.00 damage deposit is due with the reservation form. This deposit will be returned within 20 days (upon inspection of premises, noting there was no damage to said premises.) Security fee may also apply.
4. No reservation can be made or confirmed until a **completed application and check for the \$150.00 damage deposit are received.**
5. The damage deposit will be returned if the event is cancelled.
6. The Associations Security company will provide access to the reserving party on the day of the event, at the reserved time. Following the event, the Security company will inspect and lock up the clubhouse.

CLEANUP REQUIREMENTS

All of the following conditions must be met in conjunction with facility use of the Community Room.

1. Applicant must check facility beforehand to make sure it is in order.
2. The Community Room carpeting is to be vacuumed after use.
3. Kitchen area shall be cleaned and all counters wiped down and floors mopped. Cleaning supplies are to be provided by reserving party.
4. No debris or trash shall be left in the bathrooms or any portion of the facility. Users are responsible for providing their own trash bags.
5. Furniture is to be placed in its original setting
6. Failure to complete any of the above mentioned procedures will result in a deduction from the damage deposit.

WILLOWALK HOMEOWNERS ASSOCIATION

Violation and Hearing Procedure

Adopted June 2005 (Revised: January 2009, Amended October 2014)

- A. Any condition that is an alleged violation of Willowalk Homeowners Association's (Association) Governing documents (as that term is defined in Civil Code 1351(J) including but not limited to CC&R's, By-Laws, the community Handbook of Rules and Regulations, and the Architectural guidelines (and any amendments or additions thereto as allowed by the Governing Documents) will be processed according to the procedure outlined herein.
- B. In the event of a member of the Association, member of the Board of directors or a qualified agent of the Association (including but not limited to an employee of a retained Management Company) files a Violation Report, the Board, or its' managing entity, will act as follows:
1. Send a "Notice of Violation" letter to the Owner stating the alleged violation, the relevant Governing Document reference, and the date by which the violation must be cured. The Board will exercise its business judgment and reasonable discretion in determining the date by which the violation must be cured.
 2. Once having received notice of being in violation, the member may request that the Association meet and confer with them in an effort to resolve the dispute. The request must be in writing and sent to the Associations' managing agent before the expiration of the cure date. The Association must meet with the member if requested. The Association will designate one or more members of the Board (or designated agents) to meet with the member within 10 days from the receipt of the written request. The meeting shall take place at a mutually convenient time and place allowing both sides to explain their positions, and in good faith try to resolve the dispute.

If an agreement is reached it shall immediately (within 24 hours) be memorialized in writing and signed by the parties that engaged in the dispute resolution process. This signed agreement will be binding on both parties and judicially enforceable if both of the following conditions are satisfied:

- a. The agreement is not in conflict with the law or the Governing Documents of the Association and;
- b. The agreement is consistent with the authority granted by the Board of Directors to the designee that participated in the resolution process or the agreement is ratified by the Board of directors at the next regularly scheduled Board meeting. A member may not be charged a fee to participate in this process.

3. Upon expiration of the cure date, if the violation still exists, a “Notice of Hearing” letter will be sent and the Owner will be asked to attend a hearing that will be scheduled by the board not less than 10days from the date of the “Notice of Hearing” letter. The hearing will be in Executive, or closed session, and consist the Board of Directors and the homeowner alleged to be in violation. If the homeowner fails or refuses to attend the hearing, the Board will examine the available evidence on the matter and render its decision based on the information it has for review without the participation of the homeowner.
4. The Homeowner will be notified within 14 days regarding the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of the Association’s documents, the Board will either:
 - a. Seek remedy by use of alternative dispute resolution such as mediation or arbitration,
 - b. Apply monetary fines to the Owner’s assessment billing,
 - c. Impose a reasonable Reimbursement Assessment upon such Owner for remediation of the violation, if possible,
 - d. Suspend the voting and/or common area privileges the Owner/tenant, or
 - e. Any combination thereof.
5. If the decision is to pursue a monetary fine, the Willowalk Homeowners Association Fine Schedule will apply.

NOTE: A violation is defined as an act or condition in conflict with the Governing Documents defined above.

6. After a hearing on the matter by the Board of Directors, and the Homeowner where a violation has been alleged, and upon an adverse decision by the Board a monetary fine of between \$150.00 and \$500.00 will be applied to the Owner’s account and may be made a continuing fine until the violation is cured. Any fines not paid may result in collections procedures in accordance with California Law.
7. Willful damage and/or vandalism to the Association common areas and/or any property owned and/or maintained by the Willowalk Homeowners Association will result in a fine up to \$500.00, plus the cost to remedy/ repair the damage to the Associations property.
8. Incidents resulting in or causing the safety of other residents to be jeopardized (such as, but not limited to): fighting/ altercations (physical or publically verbal), speeding, and/ or use of illegal or controlled substances in the common areas may result in fines for all involved parties up to \$500.00 per documented incident.
9. The Board may determine to use alternative dispute resolution methods (including but not limited to mediation or arbitration to cause correction of the violation and effect a cure) and the Homeowner may be responsible for legal costs and fees or reimbursement of abatement and repair costs to the Association.

Note: This Fine Schedule is subject to, and in addition to, all superior provisions in the Willowalk Homeowners Associations Governing Documents.

Reporting Violations:

Except in those cases where a violation is easily visually verified (i.e. storage of trash cans, unauthorized architectural improvements, recreational vehicle storage in driveways, etc.), homeowners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different homeowners.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board of Directors will not routinely provide the identity of the homeowners alleging the violation, it does not guarantee that the same remain anonymous or have any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the homeowners alleging the complaint should be prepared to come before the Board of Directors to discuss their claims, if the matter should come into dispute.

Finally, the Board may determine the violation to be a neighbor to neighbor dispute subject to the neighbor to neighbor dispute resolution policy.

Willowalk Homeowners Association Architectural Guidelines and Procedures

Adopted June 20, 2005

I. Objective:

The objective of the architectural review by the Board or, if appointed, by the Architectural Committee is to facilitate the evaluation of proposed improvements for each residence in order to assure and promote a cohesive improvement program which will benefit and enhance the quality of living for each individual family

Sensitivity to the privacy of each resident regarding visibility, noise, odor, vegetation infringement, night lighting, security, hazardous situations, child proofing, animal control, etc., will be thoroughly evaluated.

Each proposed improvement must first comply with any and all CC&R requirements, as agreed, as Well as local codes and ordinances. Approval by the Board does not, however, constitute a representation or warranty by the Board that the proposed improvements comply with local codes and ordinances.

While consideration may be given by the architect, with regard to the obstruction of any homeowner's view, the documents specifically do *not* protect any homeowner's view, and protection of any such views may or may not be considered when approving a proposed Improvement. Such consideration is solely at the discretion of the approving architect.

These Guidelines and Procedures are in no way an attempt to dictate the character of the design program, but rather to assure that the design program takes into consideration any obstructions and/or adverse effects to

surrounding neighbors.

II. Time Frames for Submittals:

Each homeowner is required to submit a complete landscape and irrigation plan for all portions of their Residential Lot not landscaped by the Declarant within six (6) months of close of escrow.

Each homeowner is required to have all portions of their Residential Lot landscaped and irrigated within one (1) year of close of escrow.

All submittals must include the submittal checklist which outlines the requirements for all submittals to the Association. Incomplete applications will be denied and returned to the Owner to complete. Please read the submittal requirements carefully to ensure your application will be reviewed in a timely manner.

III. Construction and Installation Rules

1. Toilets, sand, construction material and/or other related items are not permitted on the street or sidewalk.
2. Contractors are required to clean up each day after construction by hosing down and/or sweeping the sidewalk and street area. Contractors should not be flushing dirt, debris, sand, etc. into the street or gutter areas. All local Best Management Practices for Storm Water Pollution must be strictly followed.
3. Contractors and/or other service providers may not trespass onto any other Residential Lot without the written permission of the Owner of such Lot.
4. Construction trailers or equipment may not be stored overnight on the streets or on any Lot.
5. All trash dumpsters used during construction and installation of improvements must have a cover placed on them at all times, except when you are dumping materials into the trash.
6. Sand bags or other erosion or sediment control devices installed by Declarant during initial construction should not be removed until Owner's Lot is landscaped and the planting is established. All broken sand bags must be removed immediately and replaced.
7. Homeowners are responsible for ensuring that no runoff from the Owner's Lot occurs and each Owner is required to take action reasonably necessary to prevent any runoff.

IV. Owners/Designer Responsibilities and Procedure:

1. Each Owner shall submit three (3) sets of plans and three (3) sets of the architectural application to the Association for design review and compliance. An architectural processing fee of \$175.00 is required with your plan submittal. If a third plan check is required, an additional \$100.00 will be required.
2. The Owner or his/her design representative shall be responsible for checking the CC&Rs requirements and with the local governing agencies to assure that all Improvements and

setbacks meet the requirements of the CC&Rs, local codes and ordinances,

3. The Association and its representative shall not be held liable for non-conformance with local codes and ordinances. Nor shall any such representative be held liable for site design discrepancies and neighboring non-approvals.
4. The Owner or his/her design representative shall be responsible for contacting the Association representative at (800) 369-7260 to clarify any comments regarding the design review prior to the re-submittal of the improvement plans.
5. The Association or its agent reserves the right to inspect any Improvement at any time during the construction process to ensure that the Improvement is being completed in accordance with the approved plan. Per the CC&R's, each homeowner, by accepting title to their Lot, has agreed to such an easement for inspection.

V. Association Responsibilities:

First Plan Check/Review:

1. The Association shall review the initial submitted plan(s) for guideline compliance, CC&R compliance and local codes and ordinance compliance.
2. Plans will be approved or denied within thirty (30) days of complete submittal.
3. In the event concerns and/or corrections are required to the provided plans, the Board shall provide a redline print(s) along with an itemized checklist of the required corrections. The Board shall also provide re-submittal requirements.

Second Plan Check/Review (ONLY if required):

1. Upon re-submittal, a second plan check review will be conducted, with the anticipation that all concerns and/or corrections have been addressed. At which time a letter of "Approval" shall be forwarded to the homeowner.
2. In the event the indicated concerns and/or corrections have not been addressed, in their entirety, the Board shall again provide an additional redline print(s) along with an itemized list of the required corrections.

Third Plan Check/Review (ONLY if required):

1. Upon re-submittal, a third plan check review will be conducted, with the anticipation that all concerns and/or corrections have been addressed. At which time a letter of "Approval" shall be forwarded to the homeowner. There is an additional fee for a third plan check.
2. In the event the indicated concerns and/or corrections have not been addressed, in their entirety, the Board shall again provide an additional redline prints) along with an itemized list of the required corrections.

SUBMITTAL REQUIREMENTS

Plan Requirements for all submittals:

- Completed "Architectural Request Form"
- Completed "Neighborhood Awareness Form"
- Date on plans
- Three (3) complete sets of plans
- House/Property street address & phone number
- House/Property lot and tract number
- Proper scale (Site plan @ 1/8" — Floor plans @ 1/4" - Elevations at 1/8" — Landscape @ 1/8")
- Name, address & phone number of entity who prepared the drawing
- Special note - see end of check list

Site and/or Landscape Plan:

- Show all property lines accurately as to length, angles and amount of curve
- Show existing building(s)/structure(s)
 - Show existing walls, fences, gates, sidewalks, paving, planters and other constructed or hardscape elements which impact the design.
- Show all applicable utilities & improvements
- Show proposed planting areas
- Show proposed decks, fences, walls, stairs, trellises, arbors gazebos, spas, ponds, fountains, ornamental rocks, barbecues, courts, play equipment, apparatus and yard lighting
- Plans for proposed fence and wall drawings shall note materials, colors and heights
- Heights shall be noted relative to the immediate ground elevation
- Pools and spa plans shall include the locations, size and sound mitigation treatment of all mechanical equipment
- Dimensions (In feet and inches)

Heights:

Maximum height of the occupied area of all other structures including patio structures, trellises and gazebos shall be limited to ten (10) feet
 All portions of proposed structure that are decorative and unoccupied and exceed the twelve (12) feet limit are subject to review and may not be permitted
 Vertical trellises, trellage, grills or small arbors are not any higher than seven (7) feet
 Element does not exceed the height of the adjacent property line fence/wall or six (6) feet, whichever is less
 Freestanding fireplace chimney does not exceed six (6) feet in height
 Special note - see end of check list

Fences and Walls:

Existing fences/walls are not removed or modified
 No double walls constructed side by side
 Fences, walls and gates are no more than six (6) feet or are the same or less in height than the existing fence/wall
 Retaining walls blend in and compliment style of home
 Planter walls blend in and compliment style of home
 Drainage system provided near wall footing
 No exposed wooden fences with the exception of lattice screens or trellage are viewed from public place
 Material, color & texture to be compatible w/ existing house (no uncovered concrete block)

Fences and Walls, Continued:

Maximum height is 6 feet above adjacent grade or equal to or below the height of existing walls.
 Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns
 No uncovered concrete block
 Special note - see end of check list

Doors and Window Coverings:

No screen door front or main entry door
 No aluminum or metal awnings or covers over windows or patios
 No aluminum foil, paint, sheets, newspapers, or other unsightly covering on windows
 Special note - see end of check list

Garage Doors:

Garage door is compatible in design and color with house
 Garage door is simple in design and color (no ornate decoration)
 Special note - see end of check list

Exterior Lighting:

Lighting fixture locations, heights & sizes with bulb type. and. wattage noted on plan
 Lighting is indirect and shielded from adjacent properties
 Lighting is compatible with house design and is simple in design and color
 No exposed wires or cables
 No exterior lighting placed so as to cause an unreasonable glare or illumination on any other private property or Association Property
 Lamp source is not high-pressure sodium, metal halide or other inappropriate type
 Special note - see end of check list

Patio Covers, Gazebos, Trellis and Sundecks:

Provide exterior elevations of all proposed structures including trellises, gazebos, and shade structures
 When proposed improvement is attached to existing home, show the existing elevation in relation to the proposed improvement
 Trellis posts shall be located a minimum of 5 ft. and overhangs a minimum of 3 ft from existing side or rear yard walls or property lines, whichever ever is the more restrictive
 Square footage is in proportion to the yard (is not more than 50% of rear yard area)
 Trellis height is not to exceed ten (10 ft) above existing finish grade
 Peaked or sloping roofed gazebos are not to exceed twelve (12 ft.) above the existing finish grade to the uppermost height of the roof
 Design, color, finish and detailing must be consistent with the existing house
 Columns may be stucco or wood. (4x4 wood posts must have wood trim to appear wider and more substantial) No exposed metal posts permitted
 Any design features incorporated into the patio cover, gazebo, trellis and/or sundeck must be compatible in appearance with the existing house and surrounding community
 Side elevation not enclosed, except for hand or guardrail or portion of existing dwelling
 Special note - see end of check list

Sundecks, Balcony, Open Porch, Etc. Attached to House at Second Floor Level Height

No sundeck on or over any portion of a second story roof
 Floor height does not exceed existing second floor living level
 Sundeck is directly accessible from living unit levels
 Railing is appropriate to architecture (no horizontal pipe rail)
 Special note - see end of check list

Exterior Stairs:

Location, material and color is compatible with existing house
 Stair supports are designed as integral parts of house
 Spiral stairs are compatible with architecture of house
 Special note.- see end of check list

Awnings:

Awnings are compatible in color and design with house
 Awnings are simple in design and color
 Awning size, location and form are in scale with the window
 Special note - see end of check list

Playground Equipment:

Equipment does not exceed twelve (12) feet in height
 Play equipment can exceed perimeter wall height if screened from view with landscaping and color subdued
 Play equipment must be located on private property
 Special note - see end of check list

Flagpoles:

Flagpoles must be compatible with the color and scale of the house
 Special note - see end of check list

BUILDING MATERIAL STANDARDS

Exterior Building Walls:

Utilize re-sawn wood trim to match existing trim, fascia, or barges
 Paint color and finish of trims, fascias, barges and doors matches existing color
 Stucco color and texture matches existing color
 Exterior cover material is consistent and continuous on building walls
 Special note - see end of check list

Window and Door Openings:

Openings are located and detailed in a manner consistent with existing treatment
 Special note - see end of check list

Window Glazing, Tinting and Shading:

Glass tinting and shading is consistent with existing treatment
 No reflective glass films and/or plastic roll up shades are proposed
 Specialnote-seeendofchecklist

Diverters:

Galvanized iron or aluminum diverters are painted to match roof vents or roof material
 Special note - see end of check list

Roofs, Flashing and Vents:

Roofing material matches existing roofing material
 Built up roofing material on flat areas matches existing roof
 Roof pitches match existing
 Roof vents and flashing are painted to match roof color or existing vents
 Special note - see and of check list

Gutters and Downspouts:

Gutters and downspouts are painted to match house color or trim
 Special note - see end of check list

Wrought Iron and Tubular Steel:

Wrought iron or tubular steel is galvanized or bonded prior to applied finish color
 Wrought iron or tubular steel matches existing
 Special note - see end of check list

LANDSCAPE REVIEW ITEMS

Front Yards:

Paving materials to be compatible with house color & style
 Driveway expansion does not exceed 2 feet on each side
 A 3 ft. wide planting area remains at the back of the sidewalk
 Walkway to front door does not exceed 1/3 of the frontage of the front yard
 Special note - see end of check list

Trees:

Trees installed by original builder are retained
 Appropriate selection of trees based upon ground space, horizontal and vertical clearance at reasonable level of maturity
 Minimum 2 each 15 gallon trees in front yard and 3 each 15 gallon trees on corner lots(Sago Palms and Pygmy Date Palms do not satisfy this requirement)
 Special note - see end of check list

Shrubs, Ground Cover & Turf:

- Botanical & common names of proposed plant material
- Plant sizes & locations on the plans
- Appropriate plant selection based upon ground space, horizontal and vertical clearance at reasonable level of maturity
- 100% of ground plane covered by plant material or shredded bark material
- No large areas of bare earth
- Shrubs to be planted at the base of the house, walls and fences visible from street
- Corner lot side yard area between fence/wall & walk to be planted with lawn, ground cover, shrubs and/or vines
- Special note - see end of check list

Sprinklers:

- Irrigation head layout shown on plan
- Overspray shall not contact neighboring dwelling unit or property line walls/fences
- Special note - see end of check list

Thematic Landscape Features:

- No mirror balls, pink flamingos, statues, sculptures, Astroturf or gravel yards in front yard or other areas visible from street
- Except for patio covers/trellises and gazebos, no landscape feature (wall, fence, statue, sculpture, waterfall, fountain, etc.) shall exceed the height of the perimeter wall or 6 feet above the lowest immediately adjacent grade, whichever is less
- Special note - see end of check list

Visible to the Street Garden Walls & Planters

- Material, color & texture to be compatible with existing house (no uncovered concrete block)
- Maximum height is 6 feet above adjacent grade. Vines and shrubs encouraged to soften appearance
- Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns.
- Soil not to be retained against wall unless designed to do so
- Simple in design and color compatible with house
- Metal fences to have horizontal top rail and vertical posts without decoration
- Solid wood fences are permitted and must be painted in a color compatible with the house, if visible from the street
- No chain link, poultry wire, woven wire, aluminum, sheet metal, plastic, fiberglass, wood rail, reeds, straw, bamboo, rope and /or other similar temporary or commercial materials are permitted
- Special note - see end of check list

Water Features – Spas, Pools, Reflecting Pools, Ponds and Fountains

- Must not damage existing walls or fences
- All equipment must be completely screened from off-site view
- All equipment noise impact on neighbors must be minimized with sound attenuation devices (i.e. masonry walls, metal enclosures, etc.)
- All solar collectors must be designed and located to be unobtrusive. Colors must be compatible with the house. All supports and piping must be enclosed or screened from view
- Construction of water features must not disturb the neighbor's yards, property or improvements
- Construction of water features must not disturb the Association Property or improvements
- Special note - see end of check list

Drainage:

All plant beds and paved areas must slope to drain at a minimum rate of 1% or 1/8" per foot with a slope of 2% or 'A" per foot preferred

All drain pipes must drain at a minimum of 1/2% or 1/16" per foot with a slope of 1% or 1/8" per foot preferred

All grades in plant beds must be held a minimum of 6 inches below adjacent finish floor and 4 inches below the adjacent metal house screed planter or retaining wall

All plant bed grades adjacent to existing walls or fences are not to be changed

All finish surfaces of paving elements are to be held below the adjacent metal house screed

All plant beds and paving are to slope and drain away from the house

Utilize domed grates on catch basins in plant bed areas

Special Note From Previous Sheets:

- 1) Do not change the grade adjacent to existing walls & fences
- 2) During the installation process, follow the "Drainage" guidelines found in this checklist.

Adopted December 14, 2004

Submittal Requirements:

1. Photos of all 4 sides of the home from corner to corner along with any additional structures (trellises, gazebos, etc.) that are to be painted.
2. Photos of the fronts of the house on either side of the home being processed.
3. Color swatches of the colors to be used and where.
4. Photo or plan marked up to indicate which color is to be applied to which surface.
5. Justification statements. See below.

NOTE: IF ALL REQUIREMENTS ARE NOT PROVIDED WITH SUBMITTAL, SUBMITTAL WILL BE RETURNED AND WILL BE DEEMED INCOMPLETE AND UNACCEPTABLE.

Justification Statement:

1. Provide a written statement as to whether or not a color change is desired and if so, on what surfaces and elements.
2. Provide a written statement explaining the selection of colors. It is important to provide justification as it relates to the color selection and its appropriateness to the exterior elevation style of the home. (Exterior color schemes are directly related to architectural styles and will be reviewed based upon this criteria.)
3. If existing color scheme utilizes more than one color on stucco surfaces and/or planes, maintain this same differentiation in tone and intensity with new color selections.
4. Provide any photos or references justifying the color selection and its use on the same architectural style of home. Please keep scale of the house in mind. Don't pick a little shed to justify painting a two story house or a large estate or commercial building to justify a single family residence.
5. Provide a written statement justifying the intensity and/or tone of the color based upon the existing tone and color of the neighborhood as a whole, the size of the unit and the distance between homes. The larger the home the greater the need to tone down or soften the color selection. The farther the homes are separated from each other, the greater the need to tone down or soften the color. If the general tone of the color schemes and the neighborhood as a whole is muted, then the color selection needs to be softer and/or more muted.

Review Elements:

- Appropriateness of color scheme to architectural style.
- Color tone and intensity in keeping with overall neighborhood.
- Color tone and intensity in keeping with size of home and separation from neighbors
- Color compatibility with adjacent homes.
- Does not repeat color scheme of an adjacent home.

ARCHITECTURAL REQUEST FORM

Return to: Willowalk

c/o Vintage Group

24422 Avenida de la Carlota, Suite 450,

Laguna Hills, CA 92653

Name: _____ Date: _____

Property Address: _____

Mailing Address (If Different from Above): _____

Home Phone: _____ Mobile Phone: _____

I. Proposed Project Information

Describe the proposed improvement in detail: _____

With your submittal, please include three (3) copies of the neighbor notification form, signed by any neighbors that will be visually impacted by your proposed improvement(s). This includes any adjacent or neighboring lots, which may be visually impacted by your improvement(s) from their rear yards' 2" story windows.

II. Documents Required for Submittal

- Three (3) sets of detailed plans as specified in ARC Guidelines
- Three (3) sets of this application form
- Three (3) copies of the completed neighbor notification form.
- \$175.00 Architect review fee

Homeowners Signature: _____ Date: _____

By signing this document, I certify that the items included represent a true representation of the improvements that I plan to make to my property.

Neighbor Notification Form

Impacted Neighbor	

Name	

Address	
_____	_____
Signature	Date

Impacted Neighbor	

Name	

Address	
_____	_____
Signature	Date

Impacted Neighbor	

Name	

Address	
_____	_____
Signature	Date

<u>Common Area or Back Yard – Rear of Home</u>
--

Impacted Neighbor	

Name	

Address	
_____	_____
Signature	Date

 (your home)	
Name	_____
Address	_____
_____	_____

Impacted Neighbor	

Name	

Address	
_____	_____
Signature	Date

<u>Your Street – Front of Home</u>

Impacted Neighbor	Impacted Neighbor	Impacted Neighbor
_____ Name	_____ Name	_____ Name
_____ Address	_____ Address	_____ Address
_____ Signature	_____ Signature	_____ Signature
Date	Date	Date

If neighbor is not impacted by improvements, then write “Not Impacted” in signature line.
 Signature on above form does not constitute approval of plans presented, only notification. Any concerns about plans being presented may be addressed, in writing, to Willowalk HOA, 24422 Avenida de la Carlota, Suite 450, Laguna Hills, CA 92653.

Willowalk Homeowners Association

Notice of Completion Form

This form must be completed and returned to the Association within 30 days after the approved improvements have been completed.

Homeowner Name: _____

Address: _____

Lot #: _____

Phone: _____

Summary of Completed Improvements

Attachments (check box to indicate they have been enclosed):

- Copies of photographs of all improvements included. Please note that notice of completion form is not complete if photographs of improvements are not enclosed.

Signature: _____ Date: _____

By signing this form, the homeowner is stating that improvements completed have been completed in accordance to the scope and specification of the approved architectural application and in accordance with the community's architectural guidelines.

Return form to: Willowalk Homeowners Association
c/o Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653

Willowalk Homeowners Association

VIOLATION REPORT FORM

1. Your Information: (required to process):

Name: _____
Address: _____ Phone: _____

2. Violation Information:

Please provide the name (if known) and address of the property or where the violation is alleged to be taking place.

Name: _____
Address: _____

Summary of Alleged Violation: _____

Date, Days, and Times the violation happened (or is happening): _____

3. **Additional Information:** (this may be required, depending on the violation)

If the violation is not verifiable by way of a visual inspection of the community, then, if there is another homeowner or Security Patrol, that has also noted the violation, please provide that information.

A separate unit/ lot, within the community, may be required to initiate the Association’s Violation procedure and if this is not possible, please provide the date and time that Security was also notified.

Additional Witness: _____

Address: _____ Phone: _____

PLEASE SUBMIT TO:

Willowalk Homeowners Association
c/o Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653

Willowalk Homeowners Association

NOTICE OF SATELLITE DISH INSTALLATION

Name: _____ Date: _____

Address: _____ Lot #: _____

Home Phone: _____ Business Phone: _____

Satellite Dish Agreement:

I, _____, (Insert Your Name), have read the satellite installation policy and procedure for the Association and agree to install the device per the requirements.

The device will be installed on _____ (Insert Install Date). I understand that if the satellite dish device CANNOT be installed per the attached agreement, I must submit an application for architectural approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my home, I am responsible for the removal of the satellite dish device and must repair any and all damage to the area where the dish was installed, including all areas of wiring, etc.

Signature _____

Date _____

Fax or Mail to:

Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653
Phone: 855-403-3852 or Fax: 800-996-3051

Board of Directors Use Only

IN COMPLIANCE

NOT IN COMPLIANCE

Corrections Required: _____

Signature: _____ Date: _____



Pool Usage Form – 2016

Homeowner Name: _____

Tenants Name (If Applicable): _____

Address: _____

Account # _____

Phone Number: _____

Email: _____

Emergency Contact Name: _____

Phone #: _____

All members of the household using the pool facilities:

Age:

Pool Rules

(Please see Community Handbook for a Complete List)

- Willowalk Resident's and Guests Only – Limit 2 guests.
- Pool Key MUST be on Persons at all Times
- Children under 16 years old must be with an adult
- No Children Under 16 Allowed in Spa
- Proper swimsuits, No Cut-offs or Shorts
- No Life Guard – Swim At Own risk
- No Diving, running, Jumping or Pushing
- No Bikes, Skateboards or Wheeled Toys
- No Alcohol, Drugs, Glass or Sharp Objects
- No Loud Music (wear headphones)
- No Profanity, Screaming or Abusive Language
- No Smoking in Any of the Pool Facilities
- No Throwing Items into Pool
- Violations of these rules may result in fines and loss of privileges

\$100 reward for information leading to the conviction of vandalism

By signing this document, you are accepting and agreeing to abide by all Rules and Regulations and Pool Rules set forth by the Willowalk Homeowners Association.

Signed: _____ Date: _____

Willowalk Homeowners Association

Pool Lift Requirements Form and Waiver

Section 110413,4,3, Code #4, of the California Building Code specifies: Swimming pool deck areas must be accessible and an assisting device provided to assist persons with disabilities in gaining entry into the pool. A mechanism to assist persons with disabilities in gaining entry into the pool and in exiting from the pool shall be provided. Such a mechanism may consist of a swimming pool lift device.

Definition of a Handicap: A person is handicapped if he or she has a physical or mental impairment, which substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

Date: _____

Access Key Number: _____ **Account Number:** _____

Owner Name: _____

Owner Address: _____

Owner Signature: _____ **Date:** _____

Willowalk Clubhouse Rental Agreement

The undersigned renter agrees to abide to this agreement for the use of the Willowalk Clubhouse. Fees are as follows: \$50.00 rental fee, \$150.00 refundable security deposit to ensure the clubhouse is cleaned and returned to its original condition immediately following the use of the clubhouse. If not, the renter will forfeit the refundable deposit of \$150.00 and incur a 30 day suspension of clubhouse usage. If there is any damage, breakage or missing items that exceeds the refundable deposit of \$150.00, the renter agrees to pay the costs for repairs or replacement. Declarant is not subject to rental agreement or fees.

SIGNED: _____ DATE: _____

Date Request Received: _____

Date of Rental: _____ Hours Needed: _____ # of Guests: (49 MAX)

Renter's Name (Print): _____ Address: _____

Renter's Telephone: _____

Rules and Regulations:

- The owner who reserves the clubhouse **MUST** sign the rental agreement and write two separate checks in the amount of \$50.00 (non refundable rental fee) and \$150.00 (security deposit).
- If damage is greater than \$150.00, the Board has the power to assess the owner who had rented the clubhouse.
- Only residents may sign the rental agreement.
- The resident who made the reservation is solely responsible for all their guests at the function. Any damages, theft or other acts of malicious mischief perpetrated by a guest is the responsibility

of the homeowner.

- **No alcohol is permitted.**
- No smoking is permitted in the clubhouse.
- Guests attending your function must park in guest parking.
- Rental of the clubhouse does not include the exclusive use of the pool, barbeque, or other recreation areas.
- Patio furniture may not be used or brought into the clubhouse.
- Noise from any events given in the clubhouse is to be kept to a minimum
- Decorations are permitted in the clubhouse (balloons c banners) if they do not cause damage to the property. Nails, tacks, pins or tape that will peel off the paint are not to be used in putting up the decorations.
- Lights, microwave and all other appliances need to be turned off before leaving.
- Refrigerator and freezer need. to be left empty and clean.
- The Community Room must be cleaned up and vacated by 11:00 pm on Friday and Saturday nights; and 10:00 p.m. Sunday through Thursday nights.
- All trash must be removed from the premises and not dumped in any containers located in the clubhouse or pool area.

Kitchen Floors: Swept and washed _____

Sink and countertops: wiped off _____

Refrigerator: emptied and cleaned _____

Stove, Drip Pans & Oven: clean _____

Trash: all trash removed from clubhouse, trash can relined with clean bag _____

Furniture: free of stains arranged in same order (check chairs) _____

Bar-B-Que: cleaned and turned off _____

Decorations: Taken down and picked up _____

Surrounding Area: clean of all litter _____

Personal belongings (tables, radio, chairs removed) _____

Exceptions or comments: _____

I, _____, the renter, accept the clubhouse in its present condition or with exceptions noted from the clubhouse rep.

I, _____, Clubhouse rep. accept the clubhouse in its present condition from the renter.

Willowalk Homeowners Association

NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of the Willowalk Homeowners Association on June 20, 2005. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for Willowalk Homeowners Association or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

A. DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint(s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, does not impact the Association Property (example include, but are not limited to, parking, noise, animals).
2. "ADR", shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
3. "Written Certification" shall mean *a* letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed or the other party refused to submit the dispute to ADR.

B. POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business
-

judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.

2. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify • the parties of the Neighbor to Neighbor Dispute of its decision.
3. The parties to the Neighbor to Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking Association involvement in resolving the dispute. For ADR, this may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1354.
4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute by contacting the applicable government agency and/or through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN
NEIGHBOR. TONEIGHBOR DISPUTES

**SUMMARY OF
INTERNAL DISPUTE RESOLUTION PROCESS
AND
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**

I. ASSOCIATION'S INTERNAL DISPUTE RESOLUTION PROCESS.

In accordance with Civil Code Section 1363.810 et seq., the Association has adopted the following internal dispute resolution process to be followed by the Association and owners in connection with disputes relating to the enforcement of the Declaration of Covenants, Conditions and Restrictions of Willowalk SB800 Civil Code 910-938, the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et seq.) and Section 7110 et seq. of the Nonprofit Mutual Benefit Corporation Code (collectively, the "Disputes").

Either party to a Dispute may invoke the following procedure:

1. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing,
2. An owner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
3. The Association's Board of Directors shall designate a member of the Board to meet and confer.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.

5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
6. The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) The agreement is not in conflict with law or the governing documents of the common interest development or association; and (b) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors."

Please note that a member of the Association may not be charged a fee to participate in the process.

II. ALTERNATIVE DISPUTE RESOLUTION ("ADR")

Please be advised that California Civil Code Section 1369.510 et seq. requires that the Association and owners endeavor to submit certain types of disputes to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a dispute which may require ADR pursuant to Civil Code Section 1369.510 et seq., please review all of the provisions of the statute or seek your own independent legal counsel.

PARTIES BOUND BY THE STATUTE

The parties required to comply with the new statute are the Association (through the Board of Directors) and any owners of record.

DISPUTES SUBJECT TO THE STATUTE (QUALIFYING DISPUTES)

Section 1369.520 provides that the Association or owners may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to ADR. An "enforcement action" is defined as a civil action or other proceeding for any of the following purposes:

- 1) Enforcement of the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et seq.);
- 2) Enforcement of the California Nonprofit Mutual Benefit Corporation law, commencing with Corporations Code Section 7110; or
- 3) Enforcement of the Association's governing documents.

Where, however, an owner has a private dispute with another owner or a tenant, or the Board has a dispute with a third party such as a landscaper, such a dispute is not within the confines of the statute.

DISPUTES SPECIFICALLY EXCLUDED FROM THE STATUTE

The ADR statute applies only to an enforcement action that is solely for declaratory, injunctive or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of \$5,000. The following types of disputes are specifically excluded from being required to resort to ADR:

- 1) A Small Claims action;
- 2) Assessment collection, except as provided for in Civil Code Section 1366.3;

- 3) Claims for money damages in excess of \$5,000 in conjunction with a claim for declaratory, injunctive or writ relief;
- 4) Action for preliminary or temporary injunctive relief; and
- 5) The filing of a cross-complaint in response to a complaint already filed.

COMPLIANCE PROCEDURES

- A. **INITIATING PARTY.** The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a "Request for Resolution" including the following information and language:
- 1) A brief description of the dispute;
 - 2) A request that the matter be submitted to ADR;
 - 3) A notice that the party receiving the Request for Resolution (the "Responding Party") is required to respond thereto within thirty (30) days of receipt or it will be deemed rejected; and
 - 4) If the party on whom the Request is served is an owner: a copy of Civil Code Section 1369.510 et seq.
- B. **SERVICE.** A Request for Resolution may be served by personal delivery, first-Class mail, express mail, facsimile transmission or other means reasonably calculated to provide the Responding Party actual notice of the Request.
- C. **RESPONDING PARTY'S OBLIGATION.** Upon receipt of a Request for Resolution, the Responding Party, whether the Association or an owner, has thirty (30) days in which to either accept or reject the Request. In the event no such response is received, the Request is deemed "rejected."
- D. **TIME FOR COMPLETION OF ADR.** Where the Request is accepted, the parties must complete the ADR within ninety (90) days of receipt of the acceptance. However, the parties can stipulate in writing to extend this period.
- E. **COST OF ADR.** The cost of ADR shall be borne by the parties or according to statute.
- F. **TOLLING OF STATUTE OF LIMITATIONS.** If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in Civil Code Section 1369.550.
- G. **CERTIFICATE.** In the event that a lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) alternative dispute resolution has been completed in compliance with 1369.510 et seq.; (2) one of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or, (3) preliminary or injunctive relief is necessary.

CONSEQUENCES FOR FAILURE TO COMPLY WITH THE ADR LAW

The failure to file the aforementioned certificate with the Court is grounds for a demurrer or motion to strike unless the Court finds that dismissal of the action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorney's fees and costs, a court may consider whether a party's refusal to participate in ADR before commencement of the enforcement action was reasonable. As a result, it is important to seek independent counsel in the event that you, as an owner have further questions.

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

The preceding summary has been provided in accordance with Civil Code Section 1369.590.

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS

This summary is intended for the general information of the Association's members and specific reference is to be made to the actual language of the Civil Code in any particular set of circumstances. The Association shall not be liable for reliance upon or interpretation of this summary by any party.

Summary of Civil Code Section 1354

Prior to a member of the Association or the Association filing a civil action seeking to enforce the governing documents by:

- 1). declaratory relief or injunctive relief, or
- 2). declaratory relief or injunctive relief in conjunction with a claim for monetary damages, other than assessments, not in excess of five thousand dollars (\$5,000), the parties shall endeavor to submit a form of Alternative Dispute Resolution ("ADR") such as binding or nonbinding mediation or arbitration, unless the applicable time limitation for filing such an action would run within 120 days, or the action is a cross- complaint.

To initiate the ADR process a party may serve on the other party a "Request for Resolution" which shall include the following:

- 1). A brief description of the dispute between the parties,
- 2). A request for Alternative Dispute Resolution, and
- 3). A notice that the party receiving the Request for Resolution is required to respond thereto within 30 days of receipt or it shall be deemed rejected.
- 4). The Request shall be accompanied by a copy of Civil Code Section 1354.

The Request for Resolution shall served on the other party by any of the following:

- 1). By causing it to be delivered directly to the other party in person.
- 2). By causing it to be subserved pursuant to Code of Civil Procedure Section 415.20

The party receiving a Request for Resolution has 30 days from receipt to accept or reject, and if not accepted within 30 days to request is deemed rejected. If accepted, the alternative dispute resolution shall be completed within 90 days of the receipt of acceptance by the requesting party, unless extended by written stipulation by the parties. The costs of ADR shall be shared equally by the parties.

If a lawsuit is filed for the aforementioned actions, a certificate stating the following must be filed with the complaint:

- 1). ADR has been completed in compliance with the statute, or
- 2). One of the other parties to the dispute refused ADR, or
- 3). Preliminary or temporary injunctive relief was necessary, or
- 4). The limitation period for bringing the action would have rap within the 120 day period.

In any action to enforce the governing documents, the prevailing party shall be awarded reasonable attorney's fees and costs, and the court may take into consideration a party's refusal to participate in ADR in determining the amount.

FAILURE BY ANY MEMBER OF THE ASSOCIATION TO COMPLY WITH THE PREFILING REQUIREMENTS OF SECTION 1354 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHTS TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS.

POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

Revised June 20, 2005

The Board of Directors welcomes resident attendance at the Board meetings, to observe business matters that take place involving the Association.

In order to give you an opportunity to address the Board, and in accordance with Civil Code Section 1363.05(i), we've set aside a period of time at the beginning of each Board meeting (called Open Forum), and if time permits, will have a similar forum at the end of each meeting.

The Open Forum at the beginning of the meeting can address topics on the agenda, or those which may become future agenda items. If you want your concerns known on an agenda item before the Board takes action, the Open Forum is the place for you to express an opinion.

The procedure for Open Forum is simple:

1. Raise your hand to be recognized by the President of the Board.
2. State your concern in clear and simple terms, and please limit it to three (3) minutes.
3. If someone else has already stated the concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the President may limit participation to once per owner.
4. Please don't interrupt others while they are speaking
5. Maintenance related items are to be directed to Vintage Group by calling or writing (Open Forum is not the proper venue to report maintenance items.)
6. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Board, you may not receive an immediate response or decision. The Board will take your concerns into consideration, but may not necessarily act upon them at the meeting,

unless the concern is vital to an agenda item decision.

Understanding Board Meeting Conduct:

1. The Board meeting is a meeting of the Directors of the Association,
2. As homeowners, you have a vested interest in your community. The Board members to take care of those interests.
3. Business matters come before the Board when a motion is made, and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between the Board members (and with Management Company, if needed).
4. When a vote on a motion is taken, it is voted on by the Board members only.
5. If you would like an item to be considered by the Board to be on a future agenda for a decision, please submit your request or suggestion in writing at least a month before the next meeting. If you only want to verbally address the Board, without their making a decision at the meeting, your written input can be received up until the day before the Board meeting. (Note: The Board may be unable to make decisions on items until they have done the proper research and had time to consider their findings.)
6. If you are unable to attend a Board Meeting, you are always welcome to send your concerns in writing to the Board of Directors via the Management Company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing and verbal requests will not be accepted.

WILLOWALK HOMEOWNERS ASSOCIATION

Assessment and Billing Collection Policy

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined 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. Therefore, pursuant to the CC&R's and Civil Code Section 5320, the following are the Association's assessment practices and policies:

1. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. **However, it is the owner of record's responsibility to pay each assessment in full each month regardless of the receipt of a statement.** All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment which date will not be less than thirty (30) days after the date of notice of the special assessment.
2. Assessments, late charges, interest and collection costs, including any attorney fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied (Civil Code Sections 5650(a) and 5660).
3. Assessments not received within **thirty (30) days** of the stated due date are delinquent and shall be subject to a late charge of **ten dollars (\$10.00)** for each delinquent assessment per unit.
4. Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection

expenses, including attorneys' fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.

5. A **first notice of past due assessment** will be prepared and mailed on assessments not received within **ninety (90)** days of the stated due date. A **twenty-five dollar (\$25.00)** charge for the late letter will be made against the delinquent member's account. Additionally, an interest charge at the rate of **12% per annum** will be assessed against any outstanding balance including delinquent assessments, late charges, and cost of collection, which may include attorney fees. Such interest charges shall continue to be assessed each month until the account is brought current.
6. If an assessment is not received within **one hundred and five (105) days** of the stated due date, the Association will send a **pre-lien letter to the owner** as required by Civil Code Section 5650(a) and 5660, by certified and first class mail, to the owner's mailing address of record advising of the delinquent status of the account and impending collection action. The owner will be charged a **one hundred dollar (\$100.00) fee for the pre-lien letter. The owner will also be charged a forty dollar (\$40.00) fee for each title check requested and a fifty-dollar (\$50.00) fee for the resolution.**
7. If an owner fails to pay the amounts set forth in the pre-lien letter within **thirty (30) days** of the date of that letter, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection including attorneys' fees may be assessed against the owner's property. The owner will be charged a **two hundred dollar (\$200.00) fee for the preparation and recordation of the lien.** After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure (Civil Code Section 5725(b), 5735(a)(b), 5700(a), 5710(a)(c), subject to the limitations set forth below under "Additional Provisions to Conform to Law" and as otherwise provided by law.
8. If the balance due is not paid within **thirty (30) days of recordation of the lien, the matter may be turned over to an attorney for legal action, including an action to foreclose the assessment lien and/or for a money judgment. The owner will be charged three hundred dollars (\$300.00) for preparing the matter to be sent to counsel.**
9. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code Section 8333.
10. In the event it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with the collection of those assessments.
11. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests.
12. Nothing herein limits or otherwise affects the Association's rights to proceed in any lawful manner to collect any delinquent sums owed to the Association.
13. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and legal fees must be paid in full to the Association.
14. The delinquent owner will be responsible for all costs of collection, including attorneys' fees, incurred by the Association to collect any delinquent sums (Civil Code Section 5650(b)).

- 15. All charges listed herein are subject to change without notice.
- 16. If an owner pays under protest, the owner can **at the same time** pursue dispute resolution AND commence an action in small claims court (amount at issue must not exceed jurisdictional monetary limit) *Civil Code Section 5658*.

Additional Provisions to Conform to Law

Prior to the recording of a lien, homeowners that are delinquent will be sent a “pre-lien” letter. The pre-lien letter will include an offer by the association to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the pre-lien letter, pursuant to the association’s meet and confer program required by Civil Code Section 5900, et seq.

Prior to recording of a lien, the Board of Directors will approve the recording of the lien in open session at a regular or special board meeting.

The association may not foreclose unless delinquent assessments are greater than \$1,800 or greater than one year in arrears.

Prior to commencing foreclosure, the association will offer to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the offer of such informal dispute resolution, pursuant to the association’s meet and confer program required by Civil Code Section 5900, et seq. and will also offer to engage in formal alternative dispute resolution with a neutral third party pursuant to Civil code section 5925, et seq.

Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the regular minutes of the association without identification of the name of the individual.

All foreclosures shall be subject to a ninety (90) day right of redemption.

Fee and Penalty Procedures

The following charges may be assessed in accordance with the Association’s Assessment and Billing Collection Policy:

Late Charge	\$10.00
Late Letter Fee	\$25.00
Pre-Lien Letter	\$100.00
Additional Pre-Lien Letters	\$50.00 each
Title Check Fee	\$40.00 each
Resolution to Record Lien	\$50.00
Lien Fee	\$200.00
Additional Lien mailings	\$50.00 each
Lien Release	\$100.00
Payment Plan Admin. Fee	\$25.00 monthly
Attorney Package Preparation	\$300.00
Returned Check Fee	\$25.00

In addition to the above, if a matter is sent to counsel for legal action, or to a collection service for foreclosure or other action, the owner will be responsible for any attorneys’ fees and costs

incurred by such action.

The mailing address for overnight payment of assessments is:

C/O Vintage Group
24422 Avenida de la Carlota, Suite 450
Laguna Hills, CA 92653

WILLOWALK HOMEOWNERS ASSOCIATION

COMMUNITY PARK USAGE AND RESERVATIONS

Community Parks: Dockside Park, Grove Park (basketball court area), Lakeview Park, Picnic Park, Red Clover Park, Shipwreck Park (tot lot), Turnbrook Park, and Willow Tree Park.

Section 1: The Community Parks are for use of Willowalk Homeowners Association members and their guests. Members are those persons holding a membership in the Homeowners Association. Members must be in good standing and current with assessment dues. Guests must be accompanied by a Member at all times while using any of the Parks, and must remain present at all times while the Park(s) is/ are being used. A member shall have the right to assign his rights of use to a lessee or tenant. Additionally, the Board of Directors, at its sole discretion, may allow non-member use of the Parks.

Section 2: Permission to enter and use the Park(s) may be revoked at any time. The Board of Directors may restrict the use of the Park(s) by a Member, following a duly noticed hearing, for any violation of the Willowalk Homeowners Association's rules, delinquent assessments, or deliberate abuse of the Park(s) or common areas by a member or their guests.

Section 3: The Park(s) may not be used for commercial purposes. By using and/or reserving to use the Park(s), the Member hereby warrants that there will be no charge to his/her guests for admission, food, beverages, or entertainment on the premises.

Section 4: The Park facilities may be reserved on a non-recurring use basis through submittal of the Park Reservation Agreement form to the Association's property management company, a minimum of two (2) weeks prior to requested date of use. Reservations will be on a first-come,

first-served basis, and limited to a 4-hour time period. The hours the Park areas may be reserved are 10:00 AM until 6:00 PM. Reservations cannot be accepted for use on a Holiday. Holidays include New Years Eve and Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving, Christmas Eve and Christmas Day. Request for reservations by a Member must show proof of membership in Willowalk. The Park facilities use may be subject to a user fee per the attached schedule.

Section 5: The Member shall be completely responsible for his/her own set-up and clean up, including trash removal. All clean up shall be completed immediately after the use. Should any damage occur to the Park, including failure to adequately clean up the area used by the Member, the Association shall have the right to hold a hearing and thereafter assess the Member and to withhold some or all of a deposit to cover any damage to the Park that results from the Member's reservation and/or use of the Park.

Section 6: The fees for reserving a portion of the Park must be paid to the Willowalk Homeowners Association at least two (2) weeks prior to the time of reservation and shall include the following:

- A. A completed Recreational Facility Reservation Agreement.
- B. Copy of applicable insurance policy.
- C. A non-refundable Use Fee: \$75.00
- D. A Refundable Deposit: \$200.00

Section 7: Refund of deposits will be reduced to cover cost(s) incurred for:

- A. Damage to the Park or surrounding areas by the Member and/or their guests;
- B. Any violation of the Rules and Regulations;
- C. Failure to remove all trash from the Park after use (\$500.00 fee if trash is not removed).
- D. Excessively loud or obnoxious noises emanating from the event that are classified by the Board as a "noise nuisance."

Section 8: Every Member, by their use of any portion of the Park, accepts the terms of this policy and by such use agrees to be bound thereby. Specifically, any Member utilizing any portion of the Park(s) agrees to indemnify and defend the Association from any and all claims, damages or liability in connection with such use.

Section 9: The Member must supply a written certificate of insurance with a general liability provision of at least one million dollars which names the Association and Association's Property Management Company as additionally insured on the date of the event and for all times that the Park will be used, as well as for the time spent setting or cleaning up. In addition, the member

must sign an “Indemnification and Hold Harmless Agreement” in favor of the Association.

Section 10: No bounce houses, inflatable water slides, or similar equipment is allowed in the Association common areas (including, but not limited to, the Community Park areas) at any time, with or without a reservation.

WILLOWALK HOMEOWNERS ASSOCIATION
PARK RESERVATION AGREEMENT

Responsible Member: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Date Requested: _____ Park: _____

Start Time: _____ End Time: _____

(Include preparation and clean-up time)

Type of Event/Description of activities planned: _____

Number of Guests: _____ Adults (over 18) _____ Children (under 18)

Name and phone number of person(s) responsible for clean-up (if different from above)

Name: _____ Phone # _____

Name: _____ Phone # _____

____ (Initial) I, the undersigned applicant have read the Park Reservation Rules and agree to comply with them. **I agree to indemnify any claim, demand, liability, or lawsuit that might be brought against Willowalk Homeowners Association, or its officers and/or agents, arising out of, in connection with or related to the Member's use of the above referenced Park, or the use of any tenant, guest, family member or invitee. I also agree to pay all of Willowalk Homeowners Association's attorney fees in the event of a dispute over this Reservation Agreement.** I understand that violation of these rules could lead to loss of future recreational facilities privileges and/or fines per the Willowalk Homeowners Association's Rules and Regulations.

____ (Initial) A Reservation Form, must be completed at least two (2) weeks prior to the event and submitted to the managing agent. A refundable deposit of \$200.00 for the facility must be paid to Willowalk Homeowners Association at the time of application for reservation. In addition, a non-refundable use fee of \$75.00 is also required.

____ (Initial) Deposit will be refunded in whole or part following the event, after the inspection of the premises. Costs incurred for cleaning, damage to facility and/or its contents, damage to recreational facilities or common areas by members or guests will be deducted from refundable deposit. If repair/maintenance costs exceed the deposit, the Association will then assess these costs back to the Member and apply this balance on the homeowner's assessment account.

Applicant Signature

Date

RETURN TO: Willowalk Homeowners Association
c/o Vintage Group
24422 Avenida de la Carlota, Suite 450, Laguna Hills, CA 92653

Artificial Turf / Water Conserving Landscape

In an ongoing effort to recognize the need of water conservation, homeowners will be allowed to replace the areas of existing Grass/Sod/Turf with Artificial Turf. Artificial Turf will not be allowed throughout the entire front yard and shall not abut against any neighboring yard, driveway, and/or sidewalk. The quality must be approved and front Artificial Turf must be installed by a certified professional Artificial Turf Installer. The Association will be reviewing quality, based on the specification outline below.

1st Acceptable Turf Description:

Turf Characteristics

*Pile/Face weight 74 oz.
*Pile height 1.75 in.

*Machine Gauge: 3/8 in.

Yarn Characteristics

*Pile/Face weight 67 oz
*Pile height 2.0 in.
*Machine Gauge: 3/8 in.

*Type: Monofilament

2nd Acceptable Turf Description

Yarn Characteristics

Turf Characteristics

*Type: Slit Film/Monofilament

• Composition/Structure	Polyethylene with nylon Thatch
• Yard Denier:	8000/5250/4200 respectively

Infill

Must use a Dura fill infill

The installer’s product must meet these qualifications to be considered for front yard installation.

Additional Conditions of Artificial Turf Approval

- a. Erosion prevention – sub-grade must be at least 2-4 inches.
- b. Installer must allow for water drainage.
- c. Once installed, artificial turf must be maintained.
- d. A sample of the proposed turf must be submitted with your proposed plans.
- e. If requested, the installer will need to attend a Board of Directors Meeting.
- f. Installer must be willing to provide homeowners with an installation warranty.
- g. Shall not install a lead base product.