Annual Budget Report (Required Civil Code Sec. 4525)
Wedgewood Manor Homeowners Association

RECEIVED & READ

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SIGNATURE DATE

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Wedgewood Manor Homeowners Association

IMPORTANT 2020 BUDGET DOCUMENTS

Please note that effective January 1, 2020, your regular assessment payment amount has changed.

Your assessment is a variable assessment based on unit square footage (see spreadsheet behind budget) and will increase 20% effective January 1, 2020.

Your attention is required as follows:

Action Required:

- If you mail your payment or pay via your own bank's bill pay system, you will need to update the amount paid.
- If you set up recurring payments via the Union Bank website, you must log into your account at Union Bank and update your payment amount. Please see the "How to Pay My Assessment" document in this packet for more details.
- If you set up a recurring payment via credit card, you will need to log into your account at Pay Lease to make the change. Please see the "How to Pay My Assessment" document in this packet for more details.

No Action Required:

- If you set up automatic payments (ACH) with Common Interest, you do not need to take any action as your automatic payment will be updated for you.

For questions, please contact accounting@commoninterest.com.

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Wedgewood Manor Homeowners Association

c/o Common Interest Management Services
262 E Hamilton Avenue, Suite D, Campbell, CA 95008
Phone (408) 370-9902

November 11, 2019

RE: 2020 Annual Budget Report and Annual Policy Statement

Dear Homeowner(s):

Each year the Board of Directors is required by law to prepare and distribute an Annual Budget Report and Annual Policy Statement for the upcoming year. A copy of these documents and other pertinent information for the 2020 fiscal year are enclosed for your review.

The Annual Budget Report includes a pro-forma operating budget which shows an estimate of revenues and expenses for the upcoming year. Based on this budget, assessments for individual property owners may be subject to change.

The monthly assessment for 2020 will increase effective January 1, 2020. The Variable Assessment Sheet shows the individual unit assessments, calculated according to governing documents for the Association. The Annual Budget Report includes a pro-forma operating budget which shows an estimate of revenues and expenses for the coming year. **Based on the 2020 budget, approved by the Board at its meeting held on October 8, 2019, regular assessments will increase 20% or an average of $86.00 per unit effective January 1, 2020. The bulk of the increase will go to the reserve fund, which is used to repair and replace components that reach the end of their useful lives. Wedgewood Manor's reserves are projected to be 27% funded at the end of 2019; comparatively, the industry average and recommended minimum is 50%. Our reserve analyst has estimated that Wedgewood Manor has $1.3 million of work that should be done in 2020. However, incurring these costs would more than exhaust our reserve fund. It is vital that we begin aggressively replenishing our reserve funds. The Board hopes that increasing regular assessments will reduce or delay large special assessments in the future.** For more detailed information on the reserve funds, status of funding, and list of components, please refer to the updated Reserve Study summary or you can request a copy of the complete Reserve Study from our management company. **Please note that the Reserve Study is subject to significant revision as the Board prepares to engage professional engineers and/or contractors in a more comprehensive examination of our infrastructure needs.**

The Annual Budget Report also includes the following items: Reserve Study (including a summary of current reserves, a funding plan for future reserve contributions and procedures used to calculate reserve requirements); Budget Disclosures (including statements regarding deferral of major component repairs, anticipated special assessments or outstanding loans, if any); Insurance Summary; and Assessment and Reserve Funding Disclosure Summary.

The Annual Policy Statement contains important information pertaining to the Association, including General Information (management company contact information, how members may receive notices and meeting minutes, etc.), Notice of Assessments and Foreclosure, Assessment Collection Policy, Member Discipline and Fine Policy, Dispute Resolution Procedures, Architectural Guidelines, How to Pay Assessments and/or other documents the Board has determined to be appropriate for inclusion.

Any questions about the enclosed documents should be directed to your Community Association Manager, Jackie Feierman, at (408) 370-9902, ext. 310 or via email at jfeierman@commoninterest.com.

Best Regards,

Jackie Feierman
On behalf of the Board of Directors
Wedgewood Manor Homeowners Association

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WEDGEWOOD MANOR HOMEOWNERS ASSOCIATION
2020 Annual Operating Budget
Approved by the Board of Directors on October 9, 2019

OPERATING INCOME	GL Code	2020 ANNUAL	2020 MONTHLY	Average Per Unit Per Month
ASSESSMENT REVENUE	41100	691,274.40	57,606.20	533.39
CLUBHOUSE RENTAL REVENUE	41101	1,000.00	83.33	0.77
PARKING INCOME	41106	3,500.00	291.67	2.70
LATE FEES AND INTEREST	41200	500.00	41.67	0.39
VIOLATION/FINES	41202	500.00	41.67	0.39
LAUNDRY INCOME REVENUE	41600	20,000.00	1,666.67	15.43
KEYS & REMOTES	41603	100.00	8.33	0.08
TOTAL REVENUE		**716,874.40**	**59,739.53**	**553.14**
OPERATING EXPENSES				
UTILITIES				
GAS	54126	33,000.00	2,750.00	25.46
ELECTRIC	54127	13,500.00	1,125.00	10.42
TELEPHONE	54150	1,700.00	141.67	1.31
TRASH-DISPOSAL & GARBAGE	54175	13,000.00	1,083.33	10.03
WATER & SEWER	54200	45,000.00	3,750.00	34.72
TOTAL UTILITIES		**106,200.00**	**8,850.00**	**81.94**
REPAIRS & MAINTENANCE				
LICENSE & INSPECTION FEES	51100	225.00	18.75	0.17
IRRIGATION/BACKFLOW REPAIRS	52175	2,000.00	166.67	1.54
LANDSCAPING EXTRAS	52200	1,000.00	83.33	0.77
LANDSCAPING CONTRACT	52225	48,654.00	4,054.50	37.54
ELEVATOR MAINTENANCE CONTRACT	53211	12,000.00	1,000.00	9.26
TOWING	53228	500.00	41.67	0.39
FIRE & LIFE SAFETY MISC	53236	500.00	41.67	0.39
FIRE EXTINGUISHER	53239	1,500.00	125.00	1.16
FOUNTAIN MAINTENANCE	53250	1,667.70	138.98	1.29
GENERAL MAINTENANCE	53270	25,000.00	2,083.33	19.29
STORM DRAIN MAINTENANCE	53272	517.14	43.10	0.40
WASHER AND DRYER REPAIR	53273	2,000.00	166.67	1.54
GUTTER CLEANING	53300	5,712.00	476.00	4.41
JANITORIAL CONTRACT	53330	32,377.02	2,698.09	24.98
JANITORIAL SUPPLIES/EXTRAS	53340	693.60	57.80	0.54
CUSTODIAL/HAULING	53344	33,000.00	2,750.00	25.46
LIGHTING REPAIRS/INSPECTIONS	53360	1,000.00	83.33	0.77
PEST CONTROL	53420	12,000.00	1,000.00	9.26
PLUMBING REPAIRS	53440	6,426.00	535.50	4.96
ROOF/GUTTER REPAIRS	53450	6,000.00	500.00	4.63
PARKING PATROL	53467	600.00	50.00	0.46
CONTINGENCY	53521	14,407.00	1,200.58	11.12
TOTAL REPAIRS & MAINTENANCE		**207,779.46**	**17,314.96**	**160.32**
ADMINISTRATIVE				
DUES/PUBLICATIONS/FEES/LICENSES	50225	500.00	41.67	0.39
BLANKET INSURANCE	50275	30,090.00	2,507.50	23.22
LEGAL FEES	50425	30,000.00	2,500.00	23.15
TAX PREP/ANNUAL TAX REVIEW	50426	1,800.00	150.00	1.39
MANAGEMENT & ACCOUNTING SERVICI	50450	28,224.00	2,352.00	21.78
EDUCATION	50470	800.00	66.67	0.62
MANAGEMENT/ADMINISTRATIVE EXTRAS	50475	1,000.00	83.33	0.77
POSTAGE, COPIES & BILLINGS	50600	7,700.00	641.67	5.94
ANNUAL RECORD & VENDOR MGMT	50606	1,050.00	87.50	0.81
COLLECTION COSTS	50607	500.00	41.67	0.39
WEBSITE	50725	780.00	65.00	0.60
TAXES-STATE & FEDERAL	50900	267.00	22.25	0.21
TOTAL ADMINISTRATIVE		**102,711.00**	**8,559.25**	**79.25**
MISCELLANEOUS				
BANK CHARGES	55148	732.00	61.00	0.56
TOTAL MISCELLANEOUS		**732.00**	**61.00**	**0.56**
TOTAL OPERATING EXPENSES		**417,422.46**	**34,785.21**	**322.09**
RESERVE CONTRIBUTION				
RESERVE TRANSFER	49010	299,451.94	24,954.33	231.06
TOTAL RESERVE CONTRIBUTIONS		**299,451.94**	**24,954.33**	**231.06**
TOTAL EXPENSES		**716,874.40**	**59,739.53**	**553.14**

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WEDGEWOOD MANOR HOMEOWNERS ASSOCIATION
2020 Annual Operating Budget
ASSESSMENT PER UNIT

Units	Variable Factor per CC&R	2020 Monthly Assessment	2019 Monthly Assessment	Unit Count	Total Monthly Budget	% Change
1	1.0500%	**$ 604.86**	504.06	14	8,468.09	20.00%
2	1.0300%	**$ 593.34**	494.45	14	8,306.77	20.00%
3	0.9900%	**$ 570.29**	475.25	18	10,265.29	20.00%
4	0.9600%	**$ 553.02**	460.85	18	9,954.28	20.00%
5	0.8500%	**$ 489.64**	408.04	17	8,323.94	20.00%
6	0.8200%	**$ 472.37**	393.64	17	8,030.21	20.00%
7	0.7540%	**$ 434.34**	361.95	5	2,171.71	20.00%
8	0.7240%	**$ 417.06**	347.55	5	2,085.32	20.00%
					57,605.60	

Units

1 - 10,12,16,17,31,33,47,48,52,64,71,85,87,105
2 - 1,3,7,8,22,24,38,39,43,55,62,76,78,96
3 - 14,15,18,28,33,36,46,53,65,68,70,82,89,90,100,101,102,107
4 - 5,6,9,19,26,27,37,44,56,59,61,73,80,81,91,92,93,98
5 - 11,13,29,30,34,49,50,66,69,72,83,84,88,103,104,106,108
6 - 2,4,20,21,25,40,41,57,60,63,74,75,79,94,95,97,99
7 - 32,51,54,67,86
8 - 23,42,43,58,77

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Wedgewood Manor Homeowners Association
2020 Annual Budget Report and Policy Statement

Important Information – Please Read

Association Information

The Wedgewood Manor Homeowners Association ("Association") is a nonprofit mutual benefit corporation formed to operate and manage the Association's affairs.

The Association consists of 108 separate interests plus common areas. It is governed by a volunteer Board of Directors elected by the membership. The fiscal year commences January 1 and ends on December 31 of each year.

Management Company Information

The Association, through the Board, has engaged a professional management company to assist in carrying out its legal responsibilities. Our management company is Common Interest Management Services located at 262 East Hamilton Avenue Suite D Campbell, Ca. 95008. Our manager is Jackie Feierman, and she can be reached at 408-370-9902, ext. 310 or by e-mail at jfeierman@commoninterest.com. Office hours are Monday through Friday, 8:30 AM to 4:30 PM.

Pro-forma Operating Budget

Each fiscal year, the Association is required to prepare a pro-forma operating budget showing the estimated revenue and expenses on an accrual basis for the upcoming year. This budget is used to determine the per unit assessments that are collected from each property owner. The Board of Directors has reviewed and approved this budget and has determined that the monthly assessment for 2020 will increase an average of 20% based on the attached Variable Schedule per unit.

Variable Assessment Schedule

The Association's governing documents stipulate that per unit assessments are allocated on a variable basis depending on unit size. A variable assessment schedule is attached to the pro-forma operating budget. Please refer to that schedule to determine the specific assessment amount for your unit.

Reserve Study Summary

The Annual Budget Report includes a Reserve Study that was prepared by an independent professional organization which the Board believes is reasonably competent. A full study (with site inspection) is prepared every three years, reviewed and adopted by the Board of Directors, and updated annually as needed. The Study includes the current estimated cost, estimated remaining life and estimated useful life of major common area components; the current estimate of the total annual reserve contribution necessary to repair, replace, restore or maintain these components; and the current amount of reserves actually set aside for this purpose. The Study also shows the percentage difference between the estimated cost to repair, replace, restore or maintain major components and the actual amount of reserves set aside, as well as the current deficiency (if any) in reserve funding expressed on a per unit basis.

Reserve Funding Plan

The Reserve Study includes a Reserve Funding Plan adopted by the Board of Directors that indicates how the Association plans to fund the contributions necessary for the repair and replacement of all major common area components with an expected remaining life of 30 years or less.

Based upon the most recent reserve study and other information available to the Board of Directors, will currently projected reserve account balances be sufficient at the end of each year to meet the Association's obligation for repair and/or replacement of major components during the next 30 years?:
NO.

Procedures for Calculating Reserves

The Reserve Study includes a statement of the procedures used for the calculation and establishment of the reserves needed to pay for the future repair and replacement of those components that the Association is obligated to maintain. Calculation of the amount of reserves needed to be accumulated for a component at a given time is based on the current cost of the replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component.

Assessment and Reserve Funding Disclosure Summary

The Annual Budget Report includes a copy of the current Assessment and Reserve Funding Disclosure

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Summary as completed by the Reserve Study preparer pursuant to Civil Code Section 5570.

Deferral of Component Repairs

If the Board of Directors decides to defer or not undertake the repair or replacement of any major common area component with an expected remaining life of 30 years or less, the Board must disclose the justification for such a decision. As of the date of this report, the Board has not made any formal decisions to defer or not undertake the repair or replacement of any major common area components.

Special Assessments

If the Board of Directors has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, restore or maintain major common area components or to provide adequate reserves to fund such items, the Association must distribute a statement including the estimated amount, commencement date and duration of the special assessment As of the date of this report, the Board has not determined that a special assessment will be required. However, the reserve study included in this Annual Budget Report indicates that the current funding level may be inadequate, and the Association can expect additional or special assessments to defray future costs for repair or replacement of major common area components. Any future Board decisions to impose a special assessment or obtain member approval of a special assessment will be noted in board meeting minutes that will be available to all members as noted in the section entitled "Right to Receive Board Minutes." In addition, notice to the membership will be provided by individual delivery in the event of any ballot measures and, upon passage, at least 30 days prior to any special assessment amount becoming due.

Outstanding Loans

If the Association has any outstanding loans with an original term of more than one year, the Association must distribute a statement including the payee, interest rate, amount outstanding, annual payment and when the loan is scheduled to be retired. As of the date of this report, there are no outstanding loans for this Association.

Insurance Disclosure Summary

The Annual Budget Report includes a current Insurance Disclosure Summary of the Association's property, general liability and fidelity insurance (and/or earthquake, flood or workers' compensation insurance if applicable). This Disclosure Summary includes the name of the insurer, the type of insurance, the policy limit and the amount of the deductible.

This Summary of the Association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance brokers or agent for appropriate additional coverage.

Association's Designated Recipient

The Association has designated Common Interest Management Services to receive official communications to the Association pursuant to Civil Code Section 4035. Members may submit official communications to the Association by personal delivery (including U.S. Mail) and/or e-mail to Common Interest Management Services at the mailing address and/or email address listed under Management Company Information.

Right of Notice to Two Addresses

Members of the Association may submit a request to have general notices sent to up to two different specified addresses pursuant to Civil Code Section 4040(b). Note that billing statements and election ballots will only be sent to the member's primary address.

General Notice Location and Distribution

The Association may post notices of a general nature at the following location: In the lobby of each building. Notices may also be distributed as follows: Posted on the website and emailed to the members.

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General Notice - Individual Delivery

If a member requests to receive general notices by individual delivery, all general notices given to that member shall be delivered pursuant to Civil Code Section 4040.

Board of Directors Meetings

Board of Directors Meetings are normally held on the third Tuesday monthly at 7:00 PM at the Wedgewood Manor clubhouse at 14225 Lora Drive Los Gatos, Ca. All Association members are welcome to attend.

Right to Receive Board Minutes

The minutes, minutes proposed for adoption that are marked as draft status, or a summary of the minutes, of any meeting of the Board of Directors, other than an executive session, shall be available to members within 30 days of the meeting. The minutes, proposed minutes or summary minutes shall be distributed to any member of the Association upon request and upon reimbursement of the Association's costs for making that distribution, pursuant to Civil Code Section 4950. Members may submit a written request for copies of minutes to Common Interest Management Services at the mailing address listed under Management Company Information.

Meeting minutes are also posted at the following location: On the Association website.

Notice of Assessments/Foreclosure

The Annual Policy Statement includes a Notice of Assessments and Foreclosure pursuant to Civil Code Section 5310. This Notice outlines some of the rights and responsibilities of owners in common interest developments and the associations that manage them.

Assessment Collection Policy

The Annual Policy Statement includes a copy of the Association's Assessment Collection Policy, which describes the policies and practices in enforcing the Association's lien rights or other legal remedies for default in the payment of assessments.

Enforcement of Governing Documents and Monetary Policy Schedule

All members, residents and guests are obligated to abide by the Governing Documents. The Association encourages each member to review the CC&Rs, Bylaws, Articles and all Rules and to attend board or committee meetings to learn more about the requirements of the Governing Documents. The Association's goal is to assist members, residents and guests in complying with the Governing Documents to promote an enjoyable, safe community beneficial to all.

In the event of a perceived violation of the Governing Documents, the Association will investigate and determine whether and what type of action is warranted (if any). Association action includes scheduling a hearing to consider imposing fines and/or penalties. At least 10 days' prior notice of a hearing (at which fines and/or penalties will be considered) shall be given to a Member, who may attend and respond to the notice and potential fine and/or penalty as set forth more specifically in the Governing Documents. A fine and/or penalty may be imposed regardless of whether the Member attends the hearing.

In addition to fines and other penalties, the Board may, following a hearing, impose a "special purpose" assessment to recover the cost of performing or enforcing any responsibility which would otherwise be the responsibility of a Member to perform under the Governing Documents.

Fines and special purpose assessments may be recovered in any matter permitted by law.

Fine Policy

The Annual Policy Statement includes a copy of the Association's Fine Policy which includes a schedule of monetary penalties for violations of the Governing Documents pursuant to Civil Code Section 5850.

Dispute Resolution Procedures

California law provides a means by which Members and the Association can engage in mediation, arbitration or other forms of dispute resolution with respect to disputes arising under the Nonprofit Mutual Benefit Corporation Law (Part 3 commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), enforcement of the Governing Documents and the Davis-Stirling Common Interest Development Act. Generally, Civil Code Section 5965 requires parties to request mediation or arbitration before filing a lawsuit to enforce the governing documents with certain exceptions. Mediation, arbitration and other techniques other than litigation intended to resolve disputes are referred to as alternative dispute resolution ("ADR"). ADR involves use of a neutral party to assist the parties in reaching a dispute without litigation. If litigation results, the prevailing party is entitled to an award of reasonable attorney fees and costs.

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California law requires a common interest development to make the following disclosure:

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

Civil Code Section 5920 also requires a common interest development to describe its internal dispute resolution procedure. That procedure, unless another is adopted, is as follows:

(a) Fair, reasonable, and expeditious

(b) Either party to a dispute within the scope of this article 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) A member of an association 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.

(c) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:

(1) The agreement is not in conflict with the law or the governing documents of the common interest development or association.

(2) 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.

(d) A member of the Association may not be charged a fee to participate in the process.

Overnight Payment of Assessments

The Annual Policy Statement includes a "How to Pay My Assessment" flyer which provides the mailing address for overnight payment of assessments pursuant to Civil Code Section 5655.

Architectural Guidelines & Procedures

The Annual Policy Statement includes a summary of the Association's requirements for approval of a physical change to property, describing the types of changes that require Association approval and including a copy of the procedure used to review and approve (or disapprove) a proposed change. An Architectural Application is also attached.

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FHA Certification Disclosure

California law (Civil Code Section 5300(b) requires the following statement describing the status of the common interest development as a Federal Housing Administration (FHA)-approved condominium project pursuant to FHA guidelines, including whether the common interest development is an FHA-approved condominium project. The statement shall be in at least 10-point font on a separate piece of paper and in the following form:

Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development is not certified by the Federal Housing Administration.

For current information on whether or not a common interest development is certified by the Federal Housing Administration, please visit the following website:

https://entp.hud.gov/idapp/html/condlook.cfm

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VA Certification Disclosure

California law (Civil Code Section 5300(b) requires the following statement describing the status of the common interest development as a federal Department of Veterans Affairs (VA)-approved condominium project pursuant to VA guidelines, including whether the common interest development is a VA-approved condominium project. The statement shall be in at least 10-point font on a separate piece of paper and in the following form:

Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development is not certified by the federal Department of Veterans Affairs.

For current information on whether or not a common interest development is certified by the federal Department of Veterans Affairs, please visit the following website:

https://vip.vba.va.gov/portal/VBAH/Home

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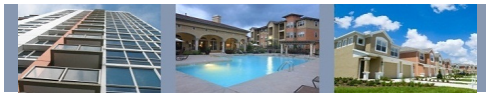
SMA RESERVES



Owner's Summary

The following Owner's Summary is intended to disclose pertinent information regarding the status of Wedgewood Manor Homeowners Association. The reserve fund is a separate fund, setup by the Association, for the repair, replacement, restoration, or maintenance of major components for which the Association is required to maintain.

Wedgewood Manor Homeowners Association

Reserve Study Update
Without Visual Inspection

October 12, 2019

Reserve Study for Fiscal Year:
01/01/2020 through 12/31/2020

SMA RESERVES
2059 Camden Ave. Suite 151
San Jose, CA 95124
PH: (408) 306-0145
www.smareserves.com

Reserve Study Financial Summary

Wedgewood Manor Homeowners Association

Los Gatos, CA

Report Date: 10/12/2019

Fiscal Year End: 12/31/2019

Status of the Reserve Fund as of December 31, 2019

Reserve Fund Cash Balance as of May 31, 2019	780,472.45
Anticipated Interest Revenue prior to December 31, 2019	13,727.76
Anticipated Reserve Fund Contribution prior to December 31, 2019	117,260.27
Anticipated Reserve Fund Expenditures prior to December 31, 2019	0.00
Projected Reserve Fund Cash Balance	911,460.49
Projected Fully Funded Balance	3,328,582.02
Percent Funded	**27%**
Average Reserve Fund Surplus / (Deficit) per Member	**(22,380.75)**

Community Information

Fiscal Year Start	January 1, 2020
Fiscal Year End	December 31, 2020
Community Type	Condominium
Number of Units	108
Year Built	None
Last Inspected	November 8, 2017

Five Year - Cash Flow Funding Plan Summary

Fiscal Year Ending	Reserve Contribution	Special Assessment	Percent Funded
2020	299,452	330,000	10%
2021	323,408	445,000	37%
2022	349,281	0	24%
2023	377,223	0	25%
2024	407,401	400,000	50%

Computation Parameters

Inflation Rate	3.00%
Interest Rate	3.00%
Threshold Factor	5.00%
Prior Year Fund Contribution	200,000

Summary Notice: This five year funding plan summary is provided in accordance with California Civil Code Section 5570. The full reserve study plan is available and will be provided, by the Association, to any member upon request.

Wedgewood Manor Homeowners Association

Report Date: 10/12/2019

Los Gatos, CA

Fiscal Year End: 12/31/2019

See General Information for Definitions	R.L.	U.L.	Def.	Quantity	Unit Cost	PM&A	Anticipated Total Cost
BUILDING SYSTEMS							
Common Area Furnishings							
1 Common Area Metal Bench	16	25		1 Each	556.97	5.00%	585
2 Pet Waste Stations	9	15		2 Each	291.75	5.00%	613
3 Water Fountain	4	15		1 Each	3,866.98	5.00%	4,060
4 Wood Bench, Double	0	25		2 Each	291.75	5.00%	613
5 Wood Bench, Single	0	25		6 Each	238.70	5.00%	1,504
6 Wood/Metal Benches	0	25		4 Each	1,432.22	5.00%	6,015
7 Wood Table	0	25		2 Each	371.32	5.00%	780
Doors							
8 Clubhouse Entry Doors	0	25		2 Each	1,326.12	5.00%	2,785
9 Clubhouse Utility Doors	0	25		4 Each	530.45	5.00%	2,228
10 Entry Doors, Replace	0	25		108 Each	716.11	5.00%	81,207
11 Crawlspace Access Hatches	0	25		30 Each	750.00	5.00%	23,625
12 Laundry/Lobby Doors	0	25		18 Each	716.11	5.00%	13,534
Exterior Surfaces, Stucco							
13 Building #1, Stucco, Paint	0	10		19079 Sq.Ft.	1.59	5.00%	31,852
14 Building #2, Stucco, Paint	0	10		16429 Sq.Ft.	1.59	5.00%	27,428
15 Building #3, Stucco, Paint	0	10		18548 Sq.Ft.	1.59	5.00%	30,966
16 Building #4, Stucco, Paint	0	10		18020 Sq.Ft.	1.59	5.00%	30,084
17 Building #5, Stucco, Paint	0	10		16956 Sq.Ft.	1.59	5.00%	28,308
18 Building #6, Stucco, Paint	0	10		17488 Sq.Ft.	1.59	5.00%	29,196
19 Carports Stucco, Paint	0	10		15840 Sq.Ft.	1.59	5.00%	26,445
20 Clubhouse Stucco, Paint	0	10		3005 Sq.Ft.	1.59	5.00%	5,017

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Exterior Surfaces, Wood Siding/Trim, Paint							
21 Building #1, Wood Siding/Trim, Paint	0	5		7333 Sq.Ft.	1.53	5.00%	11,780
22 Building #2, Wood Siding/Trim, Paint	0	5		6314 Sq.Ft.	1.53	5.00%	10,143
23 Building #3, Wood Siding/Trim, Paint	0	5		7129 Sq.Ft.	1.53	5.00%	11,453
24 Building #4, Wood Siding/Trim, Paint	0	5		6925 Sq.Ft.	1.53	5.00%	11,125
25 Building #5, Wood Siding/Trim, Paint	0	5		6518 Sq.Ft.	1.53	5.00%	10,471
26 Building #6, Wood Siding/Trim, Paint	0	5		6722 Sq.Ft.	1.53	5.00%	10,799
27 Carports, Wood Siding/Trim, Paint	0	5		6231 Sq.Ft.	1.53	5.00%	10,010
28 Clubhouse, Wood Siding/Trim, Paint	0	5		959 Sq.Ft.	1.53	5.00%	1,541
Exterior Surfaces, Wood Siding/Trim, Repair							
29 Building #1, Siding/Trim, Repair	0	10		7333 Sq.Ft.	1.33	5.00%	10,241
30 Building #2, Siding/Trim, Repair	0	10		6314 Sq.Ft.	1.33	5.00%	8,818
31 Building #3, Siding/Trim, Repair	0	10		7129 Sq.Ft.	1.33	5.00%	9,956
32 Building #4, Siding/Trim, Repair	0	10		6925 Sq.Ft.	1.33	5.00%	9,671
33 Building #5, Siding/Trim, Repair	0	10		6518 Sq.Ft.	1.33	5.00%	9,102
34 Building #6, Siding/Trim, Repair	0	10		6722 Sq.Ft.	1.33	5.00%	9,387
35 Carports, Siding/Trim, Repair	0	10		6231 Sq.Ft.	1.33	5.00%	8,702
36 Clubhouse, Siding/Trim, Repair	0	10		959 Sq.Ft.	1.33	5.00%	1,339

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Interior Furnishings							
37 Appliances	6	15		1 Fund	3,713.15	5.00%	3,899
38 Elliptical	0	10		1 Each	2,652.25	5.00%	2,785
Client advised this equipment will be replaced at a future date that is yet undetermined.							
39 Furniture	0	20		1 Fund	10,609.00	5.00%	11,139
40 Kitchen Remodel	16	25		1 Fund	11,457.72	5.00%	12,031
41 Laundry Room Dryer	8	10		12 Each	2,024.98	5.00%	25,515
42 Laundry Room Washer	8	10		12 Each	2,025.82	5.00%	25,525
43 Miscellaneous Equipment	0	10		2 Each	530.45	5.00%	1,114
Client advised this equipment will be replaced at a future date that is yet undetermined.							
44 Nordic Track	0	10		1 Each	3,182.70	5.00%	3,342
Client advised this equipment will be replaced at a future date that is yet undetermined.							
45 Office Equipment	0	20		1 Fund	2,291.54	5.00%	2,406
46 ProForm Treadmill	0	15		1 Each	3,447.92	5.00%	3,620
Client advised this equipment will be replaced at a future date that is yet undetermined.							
47 Stationary Bike	0	10		2 Each	795.68	5.00%	1,671
Client advised this equipment will be replaced at a future date that is yet undetermined.							
48 Television	0	10		1 Each	1,273.08	5.00%	1,337
Interior Surfaces							
49 Clubhouse, Interior Paint	1	10		4680 Sq.Ft.	1.43	5.00%	7,027
50 Clubhouse Restroom Wall Tiles	14	40		350 Sq.Ft.	37.13	5.00%	13,645
51 Laminated Wood Floor, Clubhouse	13	20		1809 Sq.Ft.	12.73	5.00%	24,180
52 Laundry/Lobby Interior Paint	1	10		10782 Sq.Ft.	1.43	5.00%	16,189
53 Tile, Kitchen, Clubhouse	31	40		1687 Sq.Ft.	15.91	5.00%	28,182
54 Tile, Laundry/Lobby	30	40		1470 Sq.Ft.	15.91	5.00%	24,557

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See General Information for Definitions	R.L.	U.L.	Def.	Quantity	Unit Cost	PM&A	Anticipated Total Cost
Miscellaneous Building Systems							
55 Pest Control Fumigation	4	15		1 Fund	80,000.00	5.00%	84,000
56 Pest Control Fumigation - Building 2	13	15		1 Fund	13,000.00	5.00%	13,650
57 Pest Control Fumigation - Building 4	14	15		1 Fund	15,000.00	5.00%	15,750
58 Pest Control - General Maintenance Fund	5	5		1 Fund	50,000.00	5.00%	52,500
Roofing, Built-Up							
59 Building #1, Built-Up Roofing	2	20		12561 Sq.Ft.	9.02	5.00%	118,965
60 Building #2, Built-Up Roofing	2	20		11209 Sq.Ft.	9.02	5.00%	106,160
61 Building #3, Built-Up Roofing	2	20		11713 Sq.Ft.	9.02	5.00%	110,934
62 Building #4, Built-Up Roofing	3	20		11569 Sq.Ft.	9.02	5.00%	109,570
63 Building #5, Built-Up Roofing	2	20		11513 Sq.Ft.	9.02	5.00%	109,040
64 Building #6, Built-Up Roofing	2	20		11665 Sq.Ft.	9.02	5.00%	110,479
65 Carports, Built-Up Roofing	3	20		23113 Sq.Ft.	9.02	5.00%	218,903
66 Clubhouse, Built-Up Roofing	8	20		4994 Sq.Ft.	9.02	5.00%	47,298
67 Roof Inspection	0	3		1 Fund	3,713.15	5.00%	3,899
Roofing, Downspouts & Gutters							
68 Building #1, Downspouts	5	25		644 Ln.Ft.	12.73	5.00%	8,608
69 Building #2, Downspouts	5	25		554 Ln.Ft.	12.73	5.00%	7,405
70 Building #3, Downspouts	5	25		626 Ln.Ft.	12.73	5.00%	8,367
71 Building #4, Downspouts	5	25		608 Ln.Ft.	12.73	5.00%	8,127
72 Building #5, Downspouts	5	25		572 Ln.Ft.	12.73	5.00%	7,646
73 Building #6, Downspouts	5	25		590 Ln.Ft.	12.73	5.00%	7,886
74 Carports, Downspouts	5	25		725 Ln.Ft.	12.73	5.00%	9,691
75 Clubhouse, Downspouts	6	25		110 Ln.Ft.	12.73	5.00%	1,470
76 Clubhouse, Gutters	6	25		295 Ln.Ft.	12.73	5.00%	3,943

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See General Information for Definitions	R.L.	U.L.	Def.	Quantity	Unit Cost	PM&A	Anticipated Total Cost
Walkways, Recoat							
77 Building #1, Walkways, Recoat	0	5		1334 Sq.Ft.	5.30	5.00%	7,424
78 Building #2, Walkways, Recoat	0	5		1236 Sq.Ft.	5.30	5.00%	6,878
79 Building #3, Walkways, Recoat	0	5		1308 Sq.Ft.	5.30	5.00%	7,279
80 Building #4, Walkways, Recoat	0	5		1290 Sq.Ft.	5.30	5.00%	7,179
81 Building #5, Walkways, Recoat	0	5		1263 Sq.Ft.	5.30	5.00%	7,029
82 Building #6, Walkways, Recoat	0	5		1282 Sq.Ft.	5.30	5.00%	7,134
Walkways, Repair							
83 Building #1, Walkways, Repair Fund	0	30		1334 Sq.Ft.	74.26	5.00%	104,016
84 Building #2, Walkways, Repair Fund	20	30		1236 Sq.Ft.	74.26	5.00%	96,375
85 Building #3, Walkways, Repair Fund	20	30		1308 Sq.Ft.	74.26	5.00%	101,989
86 Building #4, Walkways, Repair Fund	20	30		1290 Sq.Ft.	74.26	5.00%	100,585
87 Building #5, Walkways, Repair Fund	20	30		1263 Sq.Ft.	74.26	5.00%	98,480
88 Building #6, Walkways, Repair Fund	20	30		1282 Sq.Ft.	74.26	5.00%	99,961
Walkways, Resurface							
89 Building #1, Walkways, Resurface	5	15		1334 Sq.Ft.	19.10	5.00%	26,753
90 Building #2, Walkways, Resurface	5	15		1236 Sq.Ft.	19.10	5.00%	24,788
91 Building #3, Walkways, Resurface	5	15		1308 Sq.Ft.	19.10	5.00%	26,232
92 Building #4, Walkways, Resurface	5	15		1290 Sq.Ft.	19.10	5.00%	25,871
93 Building #5, Walkways, Resurface	5	15		1263 Sq.Ft.	19.10	5.00%	25,329
94 Building #6, Walkways, Resurface	5	15		1282 Sq.Ft.	19.10	5.00%	25,711

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Wrought Iron							
95 Building #1, Wrought Iron Railings, Paint	0	5		1737 Sq.Ft.	1.75	5.00%	3,192
96 Building #2, Wrought Iron Railings, Paint	0	5		1496 Sq.Ft.	1.75	5.00%	2,749
97 Building #3, Wrought Iron Railings, Paint	0	5		1689 Sq.Ft.	1.75	5.00%	3,104
98 Building #4, Wrought Iron Railings, Paint	0	5		1640 Sq.Ft.	1.75	5.00%	3,014
99 Building #5, Wrought Iron Railings, Paint	0	5		1544 Sq.Ft.	1.75	5.00%	2,837
100 Building #6, Wrought Iron Railings, Paint	0	5		1592 Sq.Ft.	1.75	5.00%	2,925
MECHANICAL/ELECTRICAL SYSTEMS							
Elevator							
101 Elevator Cab Enhancement	2	20		6 Each	26,522.50	5.00%	167,092
102 Elevator Technology Upgrade	21	40		6 Each	100,785.50	5.00%	634,949
Fire & Alarm Systems							
103 Fire Extinguishers w/Cabinets	13	15		36 Each	291.75	5.00%	11,028
HVAC							
104 A/C Units	9	20		1 Fund	13,261.25	5.00%	13,924
105 Furnace (1998)	0	20		2 Each	3,713.15	5.00%	7,798
106 Furnace (2008)	9	20		3 Each	3,713.15	5.00%	11,696

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See General Information for Definitions	R.L.	U.L.	Def.	Quantity	Unit Cost	PM&A	Anticipated Total Cost
Lighting, Exterior Entry							
107 Building #1, Exterior Entry Lights	0	25		18 Each	238.70	5.00%	4,511
108 Building #2, Exterior Entry Lights	0	25		18 Each	238.70	5.00%	4,511
109 Building #3, Exterior Entry Lights	0	25		18 Each	238.70	5.00%	4,511
110 Building #4, Exterior Entry Lights	0	25		18 Each	238.70	5.00%	4,511
111 Building #5, Exterior Entry Lights	0	25		18 Each	238.70	5.00%	4,511
112 Building #6, Exterior Entry Lights	0	25		18 Each	238.70	5.00%	4,511
Lighting, Exterior Wall Mount							
113 Building #1, Exterior Wall Mount Lights	0	25		6 Each	291.75	5.00%	1,838
114 Building #2, Exterior Wall Mount Lights	0	25		6 Each	291.75	5.00%	1,838
115 Building #3, Exterior Wall Mount Lights	0	25		6 Each	291.75	5.00%	1,838
116 Building #4, Exterior Wall Mount Lights	0	25		6 Each	291.75	5.00%	1,838
117 Building #5, Exterior Wall Mount Lights	0	25		6 Each	291.75	5.00%	1,838
118 Building #6, Exterior Wall Mount Lights	0	25		6 Each	291.75	5.00%	1,838
Lighting, Exterior							
119 Exterior Light Timers	2	15		10 Each	500.00	5.00%	5,250
120 Exterior Light Timers	14	15		4 Each	500.00	5.00%	2,100
Lighting, Exterior Wall Mount							
121 Clubhouse, Exterior Wall Mount Lights	0	25		3 Each	371.32	5.00%	1,170

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See General Information for Definitions	R.L.	U.L.	Def.	Quantity	Unit Cost	PM&A	Anticipated Total Cost
Lighting, Interior							
122 Clubhouse Ceiling Lights, Flush Mount	0	25		10 Each	291.75	5.00%	3,063
123 Clubhouse Hanging Lights	0	25		8 Each	371.32	5.00%	3,119
124 Laundry/Lobby Ceiling Mount Lights	15	25		12 Each	318.27	5.00%	4,010
125 Laundry/Lobby Exit Lights	23	25		12 Each	208.32	5.00%	2,625
126 Laundry/Lobby Flood Lights	0	25		12 Each	291.75	5.00%	3,676
Miscellaneous Mechanical/Electrical Systems							
127 Electrical Sub Panel (2018)	0	45		108 Each	2,121.80	5.00%	240,612
128 Grounds, Common Area Lighting	2	25		38 Each	795.68	5.00%	31,748
129 Plumbing/Electrical General Repair Fund	0	10		1 Fund	21,218.00	5.00%	22,279
Plumbing							
130 Clubhouse Water Heater, 50 Gallon	1	10		1 Each	1,604.08	5.00%	1,684
131 Main Lateral Sewer Lines, Replace	0	45		1 Fund	265,225.00	5.00%	278,486
132 Sewer Lines, Full Replacement	41	45		1 Fund	875,500.00	5.00%	919,275
133 Sewer Lines, Minor Repair	16	20		1 Fund	10,609.00	5.00%	11,139
134 Unit Buildings Water Heaters, 75 Gallon (2009)	0	10		6 Each	2,291.54	5.00%	14,437
135 Unit Buildings Water Heaters, 75 Gallon (2013)	1	10		2 Each	2,291.54	5.00%	4,812
136 Unit Buildings Water Heaters, Tankless (2018)	13	15		4 Each	7,919.41	5.00%	33,262

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SITE SYSTEMS							
Fencing							
137 Chain Link Fencing, Replace	11	30		542 Ln.Ft.	31.83	5.00%	18,114
138 Clubhouse Gates	4	20		1 Each	795.68	5.00%	835
139 Trash Enclosure Gates, 3'x4'	4	20		6 Each	583.50	5.00%	3,676
140 Trash Enclosure Gates, 5'x6'	4	20		2 Each	981.33	5.00%	2,061
141 Wood Fences, Replace	4	15		349 Ln.Ft.	50.39	5.00%	18,465
Landscape							
142 Landscape Repairs/Renovations	0	25		1 Each	238.70	5.00%	251
143 Tree Trimming/Replacement	4	5		1 Each	19,350.00	5.00%	20,318
Miscellaneous Site Systems							
144 Driveway Guardrail, Wood, Replace	5	25		452 Ln.Ft.	31.83	5.00%	15,107
145 Light Poles, Wrought Iron, Paint	0	5		38 Each	60.74	5.00%	2,424
146 Mailboxes, Cluster	11	30		6 Each	1,489.50	5.00%	9,384
Pavement							
147 Concrete Sidewalks & Carports, Repair Fund	4	5		1 Fund	7,956.75	5.00%	8,355
148 Private Roads Asphalt Repair Fund	6	25		51875 Sq.Ft.	2.66	5.00%	144,887
149 Private Roads Asphalt Seal coat	4	5		51875 Sq.Ft.	0.37	5.00%	20,153
UNCATEGORIZED							
Reserve Study							
150 Reserve Study Onsite Inspection	0	3		1 Fund	2,864.43	5.00%	3,008

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Board Disclosure							
151	None	None		None	None	5.00%	0
Please note that the Reserve Study is subject to significant revision as the Board prepares to engage professional engineers and/or contractors in a more comprehensive examination of our infrastructure needs.							
Total							5,415,040

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Assessment and Reserve Funding Disclosure Summary
For the Fiscal Year Ending December 31, 2020

(1) The current assessment per ownership interest is variable per month.
Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page ____ of the attached summary.

(2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date assessment will be due:	Amount per ownership interest month:	Purpose of the assessment:
None		

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page ____ of the attached report.

(3) Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years.

No

(4) If the answer to (3) is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board or the members:

Approximate date assessment will be due:	Amount per ownership interest:
2020	$3,055.56
2021	$4,120.37
2024	$3,703.70

(5) All major components are included in the reserve study and are included in its calculations.

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is $3,328,582.02, based in whole or in part on the last reserve update prepared by SMA Reserves as of October 12, 2019. The projected reserve fund cash balance at the end of the current fiscal year is $911,460.49, resulting in reserves being 27% funded at this date.

(7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is (below), and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is (below), leaving the reserve at (below) percent funded. If the reserve funding proved by the association is implemented, the projected reserve fund cash balance in each of those years will be (below), leaving the reserve at (below) percent funded.

FY Ending	Fully Funded Balance	Projected Reserve Fund Balance	Percent Funded
2020	2,359,185	240,297	10%
2021	2,676,929	984,392	37%
2022	2,213,973	533,095	24%
2023	2,198,370	548,838	25%
2024	2,380,922	1,184,991	50%

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was 3.00% per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 3.00% per year.

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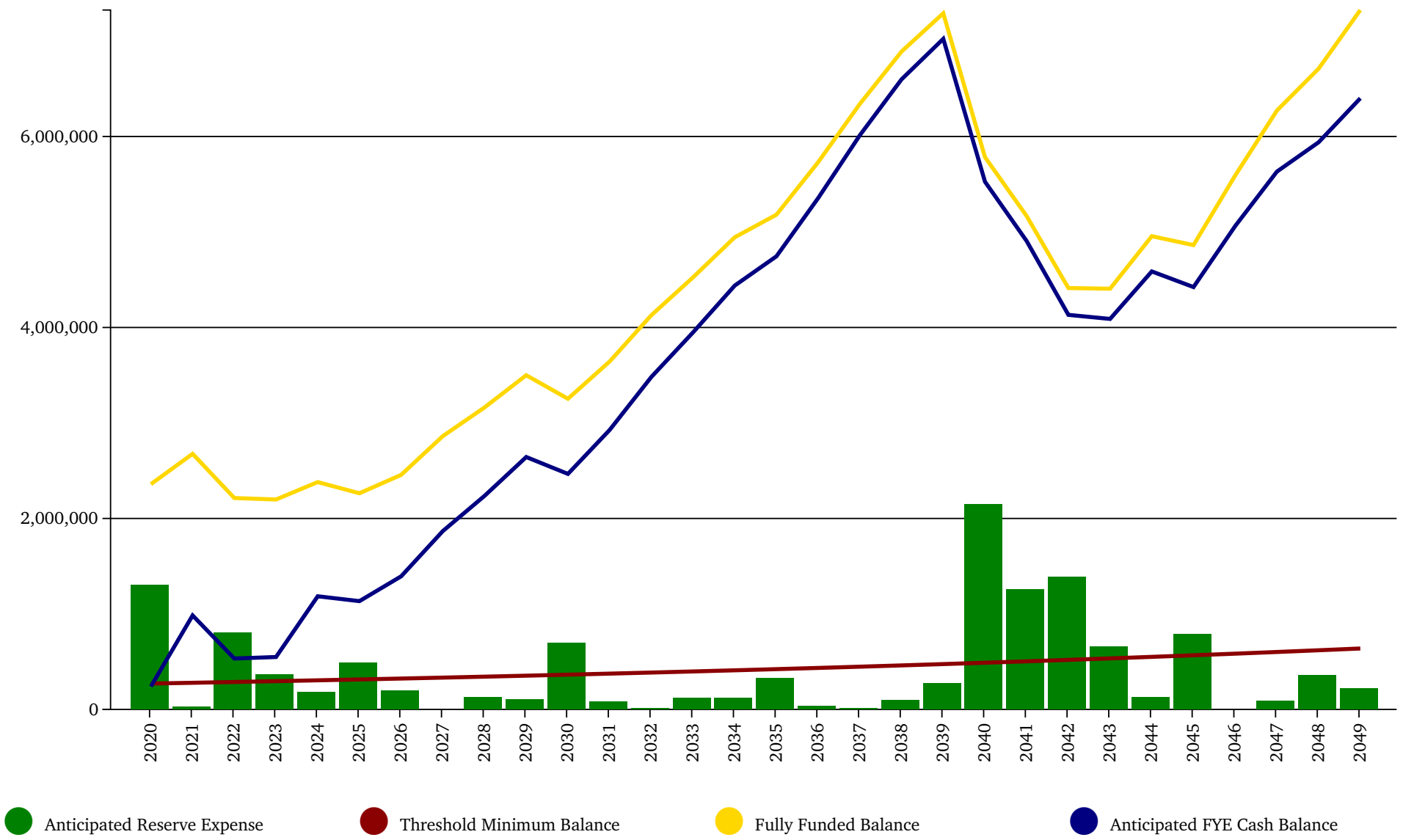
Fiscal Year	Annual Reserve Contribution	Monthly Reserve Assessment	Percent Increase	Anticipated Beginning Balance	Estimated Interest	Anticipated Reserve Expense	Anticipated Special Assessment	Anticipated FYE Cash Balance	Fully Funded Balance	Surplus / (Deficit) of FFB	Projected FYE Percent Funded
2020	299,452	231.06	49.73%	911,460	0	1,300,615	330,000	240,297	2,359,185	(2,118,888)	10%
2021	323,408	249.54	8.00%	240,297	6,291	30,604	445,000	984,392	2,676,929	(1,692,537)	37%
2022	349,281	269.51	8.00%	984,392	5,354	805,931	0	533,095	2,213,973	(1,680,878)	24%
2023	377,223	291.07	8.00%	533,095	4,999	366,478	0	548,838	2,198,370	(1,649,532)	25%
2024	407,401	314.35	8.00%	548,838	10,998	182,246	400,000	1,184,991	2,380,922	(1,195,931)	50%
2025	415,549	320.64	2.00%	1,184,991	20,925	487,486	0	1,133,979	2,263,683	(1,129,704)	50%
2026	423,860	327.05	2.00%	1,133,979	28,248	192,368	0	1,393,719	2,456,301	(1,062,582)	57%
2027	432,337	333.59	2.00%	1,393,719	41,812	0	0	1,867,868	2,862,522	(994,654)	65%
2028	440,984	340.27	2.00%	1,867,868	52,299	124,572	0	2,236,579	3,162,597	(926,019)	71%
2029	449,804	347.07	2.00%	2,236,579	63,889	106,946	0	2,643,325	3,500,104	(856,779)	76%
2030	458,800	354.01	2.00%	2,643,325	58,477	694,085	0	2,466,517	3,253,567	(787,050)	76%
2031	467,976	361.09	2.00%	2,466,517	71,620	79,193	0	2,926,919	3,643,873	(716,954)	80%
2032	477,335	368.31	2.00%	2,926,919	87,512	9,847	0	3,481,920	4,128,543	(646,623)	84%
2033	486,882	375.68	2.00%	3,481,920	100,840	120,596	0	3,949,046	4,525,247	(576,201)	87%
2034	496,620	383.19	2.00%	3,949,046	114,827	121,492	0	4,439,000	4,944,840	(505,841)	90%
2035	506,552	390.86	2.00%	4,439,000	123,470	323,319	0	4,745,703	5,181,410	(435,706)	92%
2036	506,552	390.86	0.00%	4,745,703	141,228	38,120	0	5,355,363	5,731,468	(376,105)	93%
2037	506,552	390.86	0.00%	5,355,363	160,401	8,677	0	6,013,639	6,341,370	(327,732)	95%
2038	506,552	390.86	0.00%	6,013,639	177,450	98,650	0	6,598,990	6,890,305	(291,314)	96%
2039	506,552	390.86	0.00%	6,598,990	189,797	272,409	0	7,022,930	7,290,544	(267,614)	96%
2040	506,552	390.86	0.00%	7,022,930	146,216	2,149,059	0	5,526,639	5,784,065	(257,425)	96%
2041	506,552	390.86	0.00%	5,526,639	128,102	1,256,567	0	4,904,727	5,166,308	(261,581)	95%
2042	506,552	390.86	0.00%	4,904,727	105,600	1,384,711	0	4,132,169	4,413,120	(280,951)	94%
2043	506,552	390.86	0.00%	4,132,169	104,362	653,451	0	4,089,632	4,406,076	(316,445)	93%
2044	506,552	390.86	0.00%	4,089,632	118,852	127,897	0	4,587,138	4,956,150	(369,012)	93%
2045	506,552	390.86	0.00%	4,587,138	114,081	784,445	0	4,423,327	4,862,971	(439,644)	91%
2046	506,552	390.86	0.00%	4,423,327	132,700	0	0	5,062,578	5,591,958	(529,379)	91%
2047	506,552	390.86	0.00%	5,062,578	149,301	85,862	0	5,632,570	6,271,869	(639,299)	90%
2048	506,552	390.86	0.00%	5,632,570	158,251	357,553	0	5,939,820	6,710,354	(770,535)	89%
2049	506,552	390.86	0.00%	5,939,820	171,670	217,502	0	6,400,539	7,324,804	(924,265)	87%

Wedgewood Manor Homeowners Association

Los Gatos, CA

Report Date: 10/12/2019

Fiscal Year End: 12/31/2019



Mary Formico Barnard
Insurance and Financial Services Agent
2190 STOKES ST STE 201
SAN JOSE, CA 95128
Tel 408.286.1334
Fax 408.286.6425
0544927
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Member of Presidents Council

CIVIL CODE 5300 (b) (9) INSURANCE DISCLOSURE REQUIREMENTS
FOR WEDGEWOOD MANOR HOA
08/15/19 UPDATED

COMPANY: **TRUCK INSURANCE EXCHANGE** **POLICY #: 60542-34-60** **TERM: 11/30/18-19**
TYPE OF COVERAGE: **PACKAGE**

BUILDINGS:	**$ 27,138,200**
BUSINESS PERSONAL PROPERTY:	$ 19,700
SPECIFIED PROPERTY:	$ 100,000
(including pools, walkway, fences, storage units, lights, planters etc.)	
ORDINANCE OF LAW COVERAGE	
1. Undamaged Portion:	INCLUDED
2. Demolition Cost:	$ 1,479,000
3. Increased Cost of Construction:	$ 2,956,900
CONDOMINIUM UNIT COVERAGE	INCLUDED –End. E3418
EXTENDED REPLACEMENT COST COVERAGE –BLDG –PREMIER END.	INCLUDED
ASSOCIATION FEES & EXTRA EXPENSE:	$ 100,000
AUTOMATIC INCREASE:	8%
MECHANCIAL BREAKDOWN	**INCLUDED**
ACCOUNTS RECEIVABLE:	$ 5,000
VALUABLE PAPERS:	$ 5,000
EDP EQUIPMENT:	$ 10,000
OUTDOOR SIGN:	$ 50,000
EMPLOYEE DISHONESTY:	**$ 250,000**
MONEY AND SECURITES:	$ 10,000 with $500 Ded.
FUNGUS, WET ROT, DRY ROT & BACTERIA	$ 15,000
POLLUTION CLEANUP & REMOVAL:	$ 50,000
SEWER BACKUP	$ 250,000
CYBER LIABLITY:	$ 50,000 with $2,500 Ded.
PROPERTY DEDUCTIBLE:	**$ 10,000**
PROPERTY DEDUCTIBLE FOR WATER DAMAGE:	**$ 20,000**

GENERAL LIABILITY:	
Aggregate Limit for Liability & Medical Expenses:	$ 2,000,000
Products and Completed Operations Aggregate:	$ 1,000,000
Each Occurrence Limit for Liability & Medical Expenses	$ 1,000.000
Personal and Advertising Injury Limit:	Included
Fire Damage Limit:	$ 75,000
Medical Payments:	$ 5,000
NON-OWNED AND HIRED AUTO:	**$ 1,000,000**

COMPANY: **GREENWICH INSURANCE COMPANY** **POLICY: PPP453796** **TERM: 11/30/18-19**
TYPE OF COVERAGE **UMBRELLA LIABILITY:**

Limits of Liability:	**$ 5,000,000**
Aggregate:	$ 5,000,000
Self-Insured Retention:	0

FARMERS INSURANCE

Member of Presidents Council

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CIVIL CODE 5300 (b) (9) INSURANCE DISCLOSURE REQUIREMENTS FOR WEDGEWOOD MANOR HOA
08/15/19 UPDATED

COMPANY: **C.N.A.** (CONTINENTAL CASUALTY COMPANY) **POLICY: 0251383446** TERM: **7/01/19-20**
DIRECTORS AND OFFICERS LIABILITY:
$1,000,000 Per Occurrence
$1,000,000 Aggregate
Retention: $1,000

AGENT RECOMMENDATION: Made Annually
RECOMMENDATIONS ACCEPTED: Determined by the Board of Directors

DOES COVERAGE EXTEND TO REAL PROPERTY IMPROVEMENTS Including Fixtures, Improvements, Appliances and Alterations that are made part of the building structure? **NO** DOES THE ASSOCIATION CARRY EARTHQUAKE? NO DOES THE ASSOCIATION CARRY FLOOD INSURANCE? NO.

The summary of the Association's policies of insurance provide only certain information, as required by subdivision (b) (9) of Section 5300 of the Civil Code and should not be considered a substitute for the complete policy terms and contained in the actual policies of insurance. Any Association member may, upon request and provision of reasonable duplication charges, obtain copies of the policies. Although the association maintains the policies of insurance specified in this summary, the Association's policies of insurance may not cover your property including personal property or real property improvements around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual broker or agent for appropriate additional coverage.

SPECIAL ITEMS OF NOTE CONCERNING ASSOCIATION INSURANCE

The master policy is written with a **blanket building limit that insures all of the structures under one limit of insurance.** It includes coverage for the building that you live in, including all exterior and interior walls - including paint, wallpaper and wall coverings- and all built in cabinets and appliances, plus all built-in floor coverings (carpet, linoleum, tile, hardwood) and all permanent structural changes or upgrades. It does not cover contents and window coverings (i.e. drapes, blinds, window tinting etc)

*The coverage is **Special Form, Replacement Cost** and includes certified acts of terrorism. It excludes earthquake, flood, mold & microorganisms, virus and bacteria, asbestos and silica, lead contamination, abuse & molestation, assault and battery, war, terrorism, violation of statutes governing E-mails, etc .certain computer related losses and multiple or enhanced damages and conversions, access or disclosure of personal or confidential information and data related liability is subject to a **$10,000 Deductible.**

*The **master policy also provides common area liability for bodily injury and property damage** to others, for which the Association may be negligent

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CIVIL CODE 5300 (b) (9) INSURANCE DISCLOSURE REQUIREMENTS
Updated: 08/15/19

*.It **does not cover your contents, personal liability for bodily injury or property damage inside your unit or originating from you unit, additional living expenses, or property damage below the $10,000 deductible.**

To obtain supplementary coverage for your contents, personal liability, loss assessment coverage, building coverage below the property deductible, you need to contact your insurance agent and request an HO-6 policy. If renting your unit out, you need Lessor's risk liability.

Submitted by Mary Barnard Insurance, license # 0544927

NOTICE OF ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars ($1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars ($1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

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If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

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Wedgewood Manor Homeowners Association

ASSESSMENT COLLECTION POLICY

Notice to Members:

This document sets forth the Association's policy regarding the collection of assessments pursuant to the Association's Governing Documents and California Civil Code Sections 5600 - 5740.

1.0 Assessments in General.

The Association has a duty to levy regular and special assessments sufficient to perform its obligations under the governing documents and California law. Regular assessments are determined at least once annually and are payable during the year in Monthly installments or at such other intervals as the Board of Directors shall designate. The Association shall distribute the written notice described in Civil Code Section 5310 to each member of the Association within 30 to 90 days before beginning of the Association's fiscal year.

2.0 Obligation to Pay Assessments.

A regular or special assessment and any late charges, reasonable fees and costs of collection, reasonable attorney's fees, if any, and interest, if any, as determined in accordance with Civil Code Section 5650, shall be a debt of the owner of the separate interest at the time the assessment or other sums are levied. Each assessment or charge is also a lien on the owner's property from and after the time the Association causes a Notice of Delinquent Assessment (Lien) to be recorded with the County Recorder's Office of the County in which the property is located.

3.0 Monetary Charge for Reimbursement to Association for Damage to Common Areas and Facilities.

A monetary charge imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to common areas and facilities for which the member or the member's guests or tenants were responsible may become a lien against the member's separate interest enforceable by the sale of the interest under Sections 2924, 2924b, and 2924c, provided the authority to impose a lien is set forth in the governing documents.

4.0 Monetary Penalty Imposed by the Association as a Disciplinary Measure.

A monetary penalty imposed by the Association as a disciplinary measure for failure of a member to comply with the governing documents, except for the late payments, may not be characterized nor treated in the governing documents as an assessment that may become a lien against the member's separate interest enforceable by the sale of the interest under Sections 2924, 2924b, and 2924c.

5.0 Notice of Assessments.

Not less than 30 days nor more than 60 days before any increase in the regular assessment or any special assessment becomes due, the Association will give the owner(s) notice of the assessment. Notice will be sent by first-class mail to addresses on the membership register as of the date of notice. The Association can deliver notice of change of assessments via e-mail, if the owner has agreed in writing to accept Association documents via e-mail. The Board of Directors may elect from time to time to provide additional periodic statements of assessments and charges, but lack of such statements does not relieve the owners of the obligation to pay assessments.

6.0 Designation of Agent.

The Board of Directors may designate an agent or agents to collect assessment payments and administer this Assessment Collection Policy. Such designated agent may be an officer of the Association, manager, collection service, banking institution, law firm, attorney or other appropriate agent. A.S.A.P. Collection Services at 331 Piercy Road, San Jose, CA 95138 (408) 363-9600 is one of the designated agents authorized to administer this policy.

7.0 Association Cannot Voluntarily Assign or Pledge the Association's Right to Collect.

An Association may not voluntarily assign or pledge the Association's right to collect payments or assessments, or to enforce or foreclose a lien to a third party, except when the assignment or pledge is made to a financial institution or lender chartered or licensed under federal or state law, when acting within the scope of that charter or license, as security for a loan obtained by the Association; however, the foregoing provision may not restrict the right or ability of an Association to assign any unpaid obligations of a former member to a third party for purposes of collection. After the expiration of 30 days following the recording of a lien per the Covenants, Conditions and Restrictions (CC&R's), the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to Civil Code Section 2934a. Any sale by the trustee shall be conducted in accordance with Civil Code Sections 2924, 2924b, and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trusts. The fees of a trustee may not exceed the amounts prescribed in Civil Code Sections 2924c and 2924d.

8.0 Due Date/ Delinquency Date of Assessments.

Unless otherwise specified by the Board or the governing documents, an assessment is due on the first of each month. An assessment, or any portion thereof, is delinquent if it has not been received as directed by the Board or its designated agent 15 days after it is due.

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9.0 Late Charges and Interest on Delinquent Amounts.

Delinquent accounts become subject to the following additional charges as contained in Civil Code section 5650 and the governing documents: costs of collection including reasonable attorney's fees; a late charge of $10 or 10% of the delinquent assessment, whichever is greater and interest on all sums (including the delinquent assessment, collection fees and costs, and reasonable attorney's fees) at an annual interest rate not to exceed 12.00% commencing 30 days after the assessment becomes due; whether or not charged prior to collection. If it is determined the assessment was paid on time, the owner will not be liable to pay the charges, interest, and costs of collection.

10.0 Collection Charges.

Any costs and fees incurred (""incurred"" means as the services are provided, they are added to the owner's account) in setting up, processing and collecting delinquent amounts, including, without limitation, late charges, statement charges, monthly administrative charges, charges for preparation of delinquency notices or forward to collection charges, or request for a payment plan as well as the recordation of a lien or initiation of foreclosure proceedings, postage, copies, envelopes, labels, filing and recordation charges, delivery charges, and attorney's fees and costs, title searches, bankruptcy searches, pulling copies of grant deeds or property ownership history, address and or phone number verification searches, in addition to any other charges necessary to collect a delinquent assessment shall become an additional charge against the owner and the owner's property and shall be subject to collection action pursuant to this Policy.

11.0 Application of Payments.

If partial payments are accepted, they must be applied pursuant to Civil Code 5655: first to assessments owed, then when those are paid in full, payments shall be applied to the fees and costs of collection, then attorney's fees, then late charges, or interest. Owners may request a receipt and the association shall provide it. The receipt shall indicate the date of payments and the person who received it. Payments may be required to be made in certified funds, i.e. cashier's check or money order.

12.0 Initial Delinquency Notice.

Once an assessment, or any portion thereof, has become delinquent, the owner may receive an initial delinquency notice stating all amounts past due and any known collection charges imposed as of the date of the notice, which may be in the form of a letter, monthly statement, past due notice, or any other form of writing or notice from the Association or its designated agent.

13.0 Notice of Intent to Record a Lien.

If an assessment account remains unpaid for 45 days after it is due, the Association or its designated agent shall, at least 30 days prior to recording a lien upon the separate interest of the owner of record, notify the owner in writing by certified mail all of the notice requirements pursuant to Civil Code Section 5660. Prior to recording a lien for delinquent assessments, the owner has the right to request to participate in dispute resolution pursuant to the Association' s "Meet and Confer" program required in Civil Code Sections 5900 - 5920. A copy of the "Meet and Confer" Offer and Procedure is attached to this collection policy as an ADDENDUM titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

14.0 Recording of Lien.

At the expiration of 30 days following the Notice of Intent to Record a Lien, the Association or its designated agent will without further notice to the owner, record a lien against the owner's property. The notice of delinquent assessment shall be mailed in the manner set forth in Civil Code Section 2924b, to all record owners of the owner's interest in the common interest development no later than 10 calendar days after recordation.

15.0 Association Lien Subordination.

A lien created pursuant to 14.0 Recording of Lien shall be prior to all other liens recorded subsequent to the notice of assessment, except that the declaration may provide for the subordination thereof to any other liens and encumbrances.

16.0 Recording of Release of Lien.

A release of lien will not be recorded until the entire balance of the owner's account is paid in full. All charges incurred in recording a Release of Lien, including reasonable attorney or agent fees and costs, will be charged to the account. Within 21 days of payment in full the Association shall record or cause to be recorded in the office of the county recorder a release of lien or notice of rescission and provide the owner of the separate interest a copy of the recorded release of lien.

17.0 Lien Recorded In Error.

If it is determined that a lien previously recorded against a separate interest was recorded in error, the party who recorded the lien shall, within 21 calendar days, record or cause to be recorded in the office of the county recorder, a release of lien or notice of rescission and provide the owner of the separate interest a copy of the recorded document with a declaration stating that the recording was in error.

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18.0 Foreclosure.

Judicial or Non-Judicial foreclosure proceedings may not begin until the amount of the delinquent assessments secured by the lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, equals or exceeds one thousand eight hundred dollars ($1,800) or the assessments are more than 12 months delinquent. Prior to initiating a foreclosure for delinquent assessments, the association will offer the owner and, if so requested by the owner, shall participate in dispute resolution pursuant to the association's "Meet and Confer" program as required in Civil Code Sections 5900 - 5920 or alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5925 - 5965. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. A copy of the "Meet and Confer" Offer and Procedure is attached to this collection policy as an ADDENDUM titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

19.0 Deed in Lieu of Foreclosure.

Nothing in this section or in subdivision (a) of Section 726 of the Code of Civil Procedure prohibits actions against the owner of a separate interest to recover sums for which a lien is created or prohibits an association from taking a deed in lieu of foreclosure.

20.0 Payment Plan Agreement.

An owner of a separate interest may submit a written request to meet with the Board of Directors, in executive session, to discuss a payment plan agreement to allow the owner to make periodic partial payments on the entire balance of the assessment account in addition to assessments that will accrue during the payment plan period. The Association has no obligation to enter into such a payment agreement. If the Association accepts an agreement with the owner it shall be reasonable, as determined by the Board in its sole discretion, and in accordance with the standards for payment plans, if any exist. The payment agreement shall be in writing and will include a provision that additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. Interest and administrative charges will accrue until the account is paid in full. The agreement will also include a provision that in the event of a default on the payment plan, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan. A lien will be recorded against the property to secure debt for the Association. The owner will be charged for the additional collection fees and costs to administer the payment plan. Payment plan requests outside of the Association's payment plan standards require Board approval. The board may designate a committee of one or more members to meet with an owner .

21.0 Validation of Debt.

Unless an owner disputes the validity of the debt, or any portion thereof, within 30 days after receipt of the notice pursuant to Notice of Intent to Record a Lien, the debt will be assumed to be valid. Validation of the debt will be provided in writing, at no additional cost to the owner and will include 1) an itemized statement of the charges owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any 2) the Association's name and 3) the Association's mailing address.

22.0 Disputes.

Federal law states that an initial dispute can be either oral or in writing. State law requires disputes to be in writing. It is therefore recommended that all disputes be put in writing to avoid misunderstanding.

23.0 Internal Dispute Resolution (IDR) Procedure, Meet And Confer.

An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "Meet and Confer" program required in Civil Code Sections 5900 - 5920. A copy of the "Meet and Confer" Offer and Procedure is attached to this collection policy and serves as an official offer to the owner. See attached ADDENDUM titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

24.0 ADR - Alternative Dispute Resolution.

An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5925 - 5965 before the Association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate judicial foreclosure. A summary of the ADR - Alternative Dispute Resolution Civil Code 5965 is attached as an ADDENDUM to this policy titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

25.0 Owner has Right to Request Meeting with Board.

An owner has the right to request a meeting with the board. The board shall meet with the owner in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of the Notice of Intent to Record a Lien, unless there is no regularly scheduled board meeting within that period, in which case the board may designate a committee of one or more members to meet with the owner.

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26.0 Owner has Right to Review Association Records.

Owner has the right to review the Association records, pursuant to Civil Code Section 5205. Owner should contact the Association's managing agent for the policies and procedures set forth to inspect the records.

27.0 Dispute Resolution, Meet And Confer Procedure Civil Code Section § 5920. See attached Addendum titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

28.0 Other Remedies.

The Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents to collect assessments and related costs and charges, including but not limited to, bringing an action in Small Claims or Superior Court. Such remedies may be taken in addition to, or in lieu of, any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

29.0 Address of the Association and the Board of Directors.

For the purpose of OVERNIGHT PAYMENTS owners are directed to use the same mailing address that is used for mailing routine assessment payments, unless otherwise directed by the designated agent. For the purpose of CORRESPONDENCE owners are directed to use the mailing addresses of the designated agent, unless otherwise directed. These addresses are subject to change after the distribution of this policy. Notification of a change will be in writing to the membership through normal day-to-day correspondence from the association or its designated managing agent. It is the owners' responsibility to note any changes for their records.

30.0 Returned Payments.

Payments returned for insufficient funds, closed account, stop payment or for any other reason will be charged back to the owners account in addition to any administrative fee, bank fee or collection fees and costs incurred to handle the returned payment. Personal checks will not be accepted if two (2) payments are "Returned" by the bank for any reason.

31.0 Sufficiency of Notice.

Except for notice that under California law must be sent by certified mail, notice is sufficient if either hand delivered or mailed first class, postage prepaid, to the owner at the address on the membership register at the time of notice. Notice is presumed received three (3) days after notice was mailed.

32.0 Owner's Change of Address.

Owner is required to notify the Association of any change in the owner's name or mailing address. Upon receipt of a written request by an owner identifying a SECONDARY ADDRESS for purposes of collection notices, the Association shall send additional copies of any notices required by this section to the secondary address provided. The owner's request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it. The owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

33.0 Void Provisions.

If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.

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ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR

DISPUTE RESOLUTION, MEET AND CONFER PROCEDURE CIVIL CODE § 5920

WHO MAY START: This procedure may be invoked by the Association or an Owner. Either party may make a written request to meet and confer to resolve a dispute. The Board shall designate a member or members of the Board to meet and confer.

WHO PARTICIPATES: When a written request for Dispute Resolution is received from an owner, the Association shall participate. If the Association makes a written request for an owner to participate, the owner may elect not to participate.

NON-PARTICIPATION BY THE OWNER: If the owner declines to participate, the Association may begin Alternative Dispute Resolution, pursuant to Civil Code § 5930.

IF THE OWNER PARTICIPATES, THEN THE MEET AND CONFER TAKES PLACE:
A. The Association will act on a request by the owner within 45 days of receipt of the written request to meet.
B. The meeting shall be established in good faith, take place promptly at a mutually convenient date, time and location. Each party shall explain their position and shall confer in good faith to resolve the dispute. If an attorney or other person will be present to assist the owner, the Association must be notified in writing 10 days prior to the established date. If notice is not given 10 days prior, the Association can request a continuance. Each party to pay for their own costs.
C. An agreement resolving the dispute by the parties shall be made in writing and dated and signed by the parties, including the Board designee on behalf of the Association.
D. A written decision shall be made by the designated Board Member and delivered or received by the owner within ten (10) days after the meet and confer.
E. If the owner participates, but the dispute is resolved other than by agreement of the owner, the owner shall have the right to appeal to the Association's Board of Directors.

APPEAL:
A. If the owner disputes the resolution, an appeal must be taken to the Board of Directors within thirty (30) days of the date of the decision by the designated Board member.
B. I f there is an appeal, the Board must hear the Appeal at its next regularly scheduled meeting in executive session, then issue a written decision within ten (10) days.

NO CONFLICT:
A. The resolution must not be in conflict with the law or the governing documents.
B. The agreement must be consistent with the authority granted to the Board of Director s or the Board must ratify the agreement.
C. The written agreement, which is dated and signed by the parties, will bind both parties and be judicially enforceable.

NO FEE: No fee will be charged to the owner during this process.

EXCEPTIONS: Reasonable exceptions may be made to the time deadlines, in the discretion of the Board. Any exceptions will be made on a case-by-case basis.

TIME: The maximum time to act on a written request by the owner is forty-five (45) days. Initiation to completion of the dispute will l take no more than one hundred eighty (180) days, unless extended by both parties.

ADR - ALTERNATIVE DISPUTE RESOLUTION CIVIL CODE §§ 5925 - 5965 (SUMMARY)
1. If an association, owner or member of an association seeks either:
   A. Declaratory or injunctive relief; or
   B. Declaratory or injunctive relief and a claim for monetary damages not in excess of the jurisdictional limits of small claims court (as of January 1, 2012: $10,000 for individuals or $5,000 for homeowner association), other than for association assessments, concerning the enforcement of the governing documents; the parties shall submit their dispute to Alternative Dispute Resolution (ADR), such as mediation or arbitration. A Request for Resolution ("Request") begins the process and shall include:

      1) A description of the dispute;
      2) A request for ADR; and
      3) Notice that the party receiving the Request is required to respond within thirty (30) days or the Request will be deemed rejected.

   C. This procedure does not apply to small claims actions.
   D. Except as required by law, this procedure does not apply to an assessment dispute.

2. A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

3. If the Request is accepted, ADR shall be completed within ninety (90) days from the date of acceptance, or it can be extended by a written stipulation signed by both parties.

"FAILURE OF A MEMBER OF THE ASSOCIATION TO COMPLY WITH THE ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS OF SECTION 5930 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF THE MEMBER'S RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW."

Unless otherwise stated by the Association, this document serves as the Association's OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET ANDCONFER, AND ADR and it serves as its procedure for the same.

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Wedgewood Manor Homeowners Association

Consolidated Rules and Regulations

With All Amendments Adopted as of 10/22/19

Except where otherwise noted, these were proposed to members by individual delivery on September 1, 2017 as authorized by vote of the Board on August 1, 2017; they were adopted by the Board on October 3, 2017.

In the footnotes, the *approved* date is the date the Board voted to approve the proposed rule change to be sent to members for a the comment period required by law. The *adopted* date is the date the Board, after considering all member comments received, voted to adopt the rule change.

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Article I. Preliminary Provisions

§1.01 Definitions

The definitions of terms listed in this section apply to the rules below and any rules or regulations that may subsequently be adopted by the Wedgewood Manor Homeowners Association:

1) “Declaration” means the Restatement of Declaration of Restrictions of Wedgewood Manor Community Apartments recorded with the County of Santa Clara in 2003.
2) "Association" means the Wedgewood Manor Homeowners Association.
3) "Board" means the Board of Governors of the Association, also known as the Board of Directors.
4) “Unit” is as defined by the Declaration.
5) “Owner” is as defined by the Declaration, except where it is clear by context that it refers to the owner of an item or items of personal property.
6) “Resident Owner” means an Owner who resides in a Unit he or she owns.
7) “Resident” means a Resident Owner, tenant or lessee of a Unit.
8) “Wedgewood Manor” means anywhere within the boundaries of Wedgewood Manor Community Apartments as defined by the Declaration.
9) "Common Area" means all places in Wedgewood Manor other than Units and individual carports as defined by the Declaration.
10) “Carports” means the garage space portion of the Unit as defined by the Declaration.
11) “Management” means the company or individual contracted by the Association to provide management services for the Association or, if no such contract is in force, the Board.

§1.02 Delegation of Authority

Where the rules and regulations of the Association refer to approval, authorization, or other action by the Board, the Board may delegate authority or responsibility for such actions to Management, a committee appointed by the Board, agents of the Association, or other persons.

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Article II. General Rules

§2.01 Quiet Hours

Quiet Hours are from 10:00 PM to 8:00 AM. Excessive noise during Quiet Hours is prohibited throughout Wedgewood Manor, including but not limited to:

1) Operation of fitness or exercise equipment other than in the Fitness and Exercise Room
2) Operation of garbage disposals, dishwashers, laundry equipment or other appliances that may create excessive noise.
3) Excessive volume from musical instruments, televisions, computers, stereos, or other audio devices
4) Excessive noise levels from conversations or pets, especially outdoors
5) Racing of or other excessive noise from automobile, motorcycle or other engines
6) Honking of vehicle horns
7) Excessive volume from vehicle stereos or hands-free calling
8) Slamming of doors or garbage lids

§2.02 Alcoholic Beverages

Open alcoholic beverages are prohibited in the Common Area and in carports.

§2.03 Smoking

1) Smoking is prohibited within 30 feet of any building.
2) Smoking in the Common Area is prohibited except in designated smoking areas.
3) Cigarette and cigar butts must be disposed of in the provided receptacles.
4) Smoking may be further restricted by local, state or federal law.

§2.04 Barbecuing, grilling, and fires

No grilling, barbecuing, burning, fire, or open flame of any sort is allowed in the Common Area, carports, patios or balconies. The only exception is that barbecuing or grilling is permitted in the designated barbecue area located on the west side of the clubhouse.

§2.05 Landscaping

No planting or alteration of landscaping, plants or trees in the Common Area is permitted without the prior approval of the Board.

§2.06 Personal Property in the Common Area

Storage or placement of items in the Common Area is restricted:

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1) Storage or placement of any personal items in the Common Area, except in the storage rooms, is prohibited except that the Board may approve or deny placement of limited plants, outdoor furniture, or holiday decorations from time to time.
2) All items in the Common Area must be clearly marked with the corresponding Unit number. Unmarked items may be removed and disposed of.
   a) The only exception is doormats at entrance doors.
   b) Items may be marked in an inconspicuous area if the Unit number can be seen without lifting or moving the item.
3) Nothing may be hung over walkway or stairway railings.
4) Nothing may be hung over or placed on top of patio or balcony walls.
5) No materials, letters, or paper or form of advertisement of any kind may be posted in common area walls, windows, doors, etc. without first being reviewed and approved by the Board.
6) No open food or beverage of any kind, including pet food, may be left unattended in the Common Area, in carports, or in carport storage lockers.

§2.07 No Access to Roofs, Attics and Crawlspaces

No one is allowed on roofs, in attics, or in crawlspaces without prior Board authorization.

§2.08 No Interference with Duties

All persons are prohibited from interfering with the Board, its agents, Management, or other Association contractors in the performance of their duties.

§2.9 No Soliciting

Soliciting of Residents is prohibited

§2.10 Items that may not be flushed

To prevent sewage backups, it is prohibited to flush paper towels, personal cleaning wipes, or feminine napkins down the toilets, even if the brand claims to be "flushable"

§2.11 Smoke and Carbon Monoxide Detectors

All Units must be equipped with working smoke detectors and carbon monoxide detectors.

§2.12 No Electronic Recording of Meetings[1]

Because participants at Association meetings have a reasonable expectation of privacy, and because homeowners have a right to speak with a reasonable expectation that their comments should not end up published on social media or other media that is not restricted to Association Membership; it is hereby resolved that it is not in the best interest of the Membership to allow such recordings and therefore recording of Association meetings by members through any form of electronic media is prohibited.

[1] This section approved 8/1/17, adopted 10/3/17

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§2.13 Enforcement of Governing Documents, Including Rules and Regulations[2]

Should an owner violate the governing documents, the association will endeavor to follow the following enforcement rules as closely as possible. (Failure to follow the enforcement rules in one or more instances does not negate these rules.) In addition, the Board reserves the right to expedite this enforcement in exceptional cases. The following steps will normally be followed:

1) One or more letters (at the discretion of Management or the Board) informing the homeowner and tenant of the situation that needs to be corrected.
2) If the letters do not obtain compliance, the owner will be brought to a hearing.
3) If at the hearing the board determines the offense still needs to be corrected, it will either:
   a) Give a reasonable time to cure the violation, levy a fine – and offer to waive the fine if cured in the allotted time frame; or
   b) Give a reasonable time to cure the violation and levy a fine.
4) If the violation is still not cured within the allotted time, the managing agent will forward the facts and related history to the association's attorney for legal action to move the matter into compliance.

[2] This section approved 5/15/18, adopted 6/19/18

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Article III. Vehicles, Parking, Streets and Carports

§3.01 Motor vehicle maintenance and repairs

Motor vehicle maintenance and repairs are prohibited everywhere within Wedgewood Manor, including carports. This prohibition includes changing or topping-off of coolant, oil, or other fluids.

§3.02 Speed Limit

The speed limit everywhere in Wedgewood Manor is ten (10) miles per hour.

§3.03 Vehicle Registration

1) All vehicles in Wedgewood Manor must have current state registration and tags.
2) Vehicles owned by Residents and parked in Wedgewood Manor must be registered with Management.

§3.04 Carports and Carport Storage Lockers

1) Carports are for the exclusive use of the Residents of the corresponding Unit or their guests.
2) In the event of unauthorized use of an Owner's carport, said Owner is entitled to exercise all lawful remedies, including (but not limited to) having an unauthorized vehicle towed away at the expense of the owner of said vehicle.
3) No parking of any kind that blocks or encroaches on another Unit's assigned carport is allowed.
4) No carport space may be converted into any use that will prevent its use as parking space.
5) If requested two (2) business days in advance, the Board may authorize an exception to (4) and (8) of specified, limited duration for purposes of Residents moving in or out of the Unit, or for use during the remodeling of the Unit.
6) No inoperable vehicle may remain in a carport for more than 30 days.
7) Each Resident must keep his or her carport clean.
8) Nothing may be stored or placed in carports other than within the storage lockers either as originally constructed or as modified with the approval of the Board.
9) No flammable or combustible liquids or materials may be placed in the carport storage lockers.

§3.05 Parking

1) Vehicles must be parked in a designated parking space or carport. Parking elsewhere in Wedgewood Manor is prohibited unless the vehicle displays a valid Temporary Parking Permit.

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2) No parking is allowed in fire lanes.
3) No parking is allowed that blocks or encroaches on another carport or designated parking space.
4) No parking is allowed that prevents the passage of other vehicles.
5) All vehicles parked in Wedgewood Manor must display a Resident Parking Permit or a Temporary Parking Permit unless parked in a carport or designated disabled person space.
6) Vehicles parked in a designated disabled person space must display a valid state issued disabled person placard or license plate.
7) No parking is allowed in the car wash area except for the temporary use of the space while vehicle is actively being washed. (Parking will be allowed in the car wash area overnight from 8:00 PM to 8:00 AM **only after** official signs in the car wash area are changed to say so.[3])
8) Inoperable vehicles are prohibited everywhere in Wedgewood Manor other than carports.
9) The following vehicle types are prohibited everywhere within Wedgewood Manor unless they display a valid and current Temporary Parking Permit:
   a) Commercial vehicles as defined by the California Department of Motor Vehicles
   b) Campers, recreational vehicles, and mobile homes
   c) Trucks with a capacity greater than three-quarter (¾) tons
   d) Vans with a seating capacity greater than 8 persons
   e) Vehicles that are too large to fit within the parking space or carport
   f) Trailers
   g) Boats, jet skis, or similar equipment

§3.06 Resident Parking Permits

1) A maximum of one Resident Parking Permit will be issued per Unit. Permits are not transferrable for use by Residents of another unit.
2) Obtaining a Resident Parking Permit requires payment of the fee specified in the Schedule of Fees.
3) Resident Parking Permits are valid from January 1 through December 31 of the year for which they are issued.
4) The fee will not be prorated for permits issued during the year for which they are valid.

§3.07 Temporary Parking Permits

1) A Temporary Parking Permit will be issued only for a truck, van, or commercial vehicle which will be in use by
   a) a Resident in the process of moving in or out of a Unit

[3] Approved 5/21/19, adopted 9/17/19

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b) contractors performing work in Wedgewood Manor

2) A vehicle with a Temporary Parking Permit may be parked only while movers or contractors are actively working.
3) A vehicle with a Temporary Parking may be parked in a designated parking place (but not a carport) between 8:00 AM and 5:00 PM, except weekends and holidays. Otherwise, a Temporary Parking Permit is valid only in the area designated on the permit.
4) To obtain a Temporary Parking Permit, the Resident of the Unit must make the request to Management at least two (2) business days in advance.
5) The requesting resident must specify the following about the work for which the permit is needed:
   a) the nature of the work
   b) where in Wedgewood Manor it will occur
   c) the specific dates the permit is needed.

§3.08 Parking Enforcement[4]

1) Parking violations may be subject to immediate towing. All costs incurred in the removal of a vehicle, including, but not limited to, towing charges, storage expense, and attorney's fees shall be borne by the owner of the vehicle. The Association, Management Company or Towing Contractor are not responsible for any damage to a vehicle towed due to non-compliance with parking regulations.
2) Any Member who violates the parking regulations, or whose tenant, guest, invitee, or guests of tenants violate the parking regulations, is subject to being called before the Board of Directors to a hearing to show cause why a fine should not be levied or other action taken, in accordance with the governing documents.
3) Vehicles parked in fire lanes designated by red curb or pavement markings, within 15 feet of a fire hydrant, or such that they obstruct entrances to Wedgewood Manor are subject to immediate towing at the owner's expense.
4) Parking permits must be clearly visible from outside the vehicle.
5) Vehicles with counterfeit, unreadable, or altered permits, or permits obtained in violation of the one permit per unit rule will be considered as parking without a valid permit.
6) If a vehicle in violation of parking regulations (other than those in (3) above) **has a clearly displayed valid parking permit**:
   a) The vehicle will be cited with a notice of violation posted on the vehicle;
   b) If the vehicle is registered with the association, the owner may also receive notification of the violation by mail;
   c) The vehicle may be towed without further notice 24 hours after posting of the second notice;

[4] This section approved 5/15/18, adopted 6/19/18

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d) The vehicle may be towed immediately, without notice, for repeat violations that occur within 6 months of the most recent citation.

7) If a vehicle in violation of parking regulations (other than those in (3) above) **does *not* have a clearly displayed valid permit**:
   a) The vehicle will be cited with a notice of violation posted on the vehicle;
   b) The vehicle may be towed without further warning 24 hours after posting of the notice;
   c) The vehicle may be towed immediately, without notice, for repeat violations that occur within 6 months of the most recent citation.

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Article IV. Pets and Service Animals

§4.01 Registration

1) All dogs and cats in Wedgewood Manor must be registered with Management.
2) No Unit may have more than two (2) registered animals.
3) A pet agreement must be signed by any Resident who wishes to have a pet or service animal.

§4.02 Compliance with Local Laws

1) Owners must comply with all applicable laws, including registration, licensing, vaccination, and wearing of tags.
2) All owners must be able to provide records that all vaccinations required by law are up to date.

§4.03 Removal of Animals

If any animal is found by the Board to be aggressive, unruly or causing an unreasonable nuisance, such a finding constitutes grounds for the Board to deny or revoke the animal's registration and require its permanent removal from Wedgewood Manor.

§4.04 Animal Management

1) Animals must be on a leash or in a crate whenever they are outside the Unit. The leash must be no more than 6 feet in length.[5] This includes cats.
2) Owners must immediately remove any feces left by their animals. Waste bags must be disposed of properly.
3) Owners must not allow their animals to relieve themselves on the courtyard lawns or within 15 feet of any building.

[5] This sentence approved 12/19/17, adopted 4/17/18

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Article V. Littering, Trash, Refuse, Recycling and Debris

§5.01 Littering

Littering is prohibited throughout Wedgewood Manor, including carports:

1) Trash or other refuse must not be left or placed other than in the proper container in the garbage collection areas.
2) Cigarette butts must be placed in the provided receptacles in the designated smoking areas.

§5.02 Trash, Refuse and Recycling

1) All recyclables, trash or other refuse must be placed in the designated container in the refuse collection areas of each building.
2) No recyclables, trash or other refuse may be left elsewhere in the Common Area or in carports.
3) All trash or other refuse must be bagged before it is put into garbage chutes or garbage cans.
4) Corrugated boxes and cartons, must be broken down, flattened, and cut to less than 4 feet by 4 feet before placing them in the refuse collection area.

§5.03 Items Which May Not Be Disposed of within Wedgewood Manor

1) Items which are too large to fit in garbage bins, other than flattened boxes, may not be left in the refuse collection area or anywhere else in Wedgewood Manor and must be disposed outside of Wedgewood Manor at the Unit Owner or Resident's expense.
2) Furniture, appliances, home décor, wood, hazardous materials, construction debris, and remodeling debris must be disposed outside of Wedgewood Manor at the Unit Owner or Resident's expense
3) Contractors, moving companies, and delivery companies must remove their debris from Wedgewood Manor. They may not leave items in the refuse collection areas.

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Article VI. Laundry Rooms, Storage Rooms, and Hobby Shop

§6.01 Laundry Room

1) Only Residents may use the laundry rooms or their equipment, and only for personal use.
2) A Resident may only use the laundry room in the building that contains their Unit.
3) Laundry equipment may not be used during Quiet Hours.
4) All posted instructions on use of the laundry equipment must be followed.
5) Tinting and dyeing in the machines is prohibited.
6) Only liquid laundry detergent may be used.
7) Laundry rooms and equipment must be kept clean by the Resident after each use.
8) Clothing must be promptly removed from the machines after each completed cycle.
9) Use of the laundry room is at the user's own risk.

§6.02 Storage Rooms

1) Use of the storage room in one of the residential buildings is limited to Residents within that building.
2) No combustible or flammable liquids or other materials may be placed in storage rooms.
3) All items must be contained in a box or container and able to fit below, above, or within the shelves.
4) Taller items may be placed in the storage room if they do not interfere with entry or access to shelves or other items.
5) All items must be labeled with the owner's name and Unit number. Unlabeled items are subject to removal and disposal without notice.
6) The following items may not be placed in the storage rooms:
   a) Exercise or fitness equipment
   b) Wheelchairs, walkers, or other mobility equipment
   c) Oxygen units or other medical equipment
   d) Doors, windows, screens, or any building materials
7) The Owner or Resident bears all risk of the use of the storage room or theft therefrom.
8) The Board reserves the right to further restrict any items or number of items stored by an individual Owner or Resident.

§6.03 Hobby Shop

1) Only Residents may enter the hobby shop.
2) Use of the hobby shop and any tools it may contain is at the user's own risk.
3) Persons under the age of 18 must be under adult supervision at all times.
4) Use of the hobby shop is prohibited during Quiet Hours.
5) Storage of any equipment or items or materials in the hobby shop is prohibited.

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6) Power tools must not be left unattended.
7) All posted rules must be followed.
8) The shop must be cleaned and put in order promptly after each use.
9) Use of the hobby shop for commercial purposes is prohibited.

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Article VII. Clubhouse and Fitness Areas

§7.01 Clubhouse

1) Use of the clubhouse is limited to Residents and their guests.
2) The clubhouse may not be used between 11:00 PM and 5:00 AM.
3) Persons under 18 must be accompanied by an adult Resident.
4) The user assumes all risk from the use of the clubhouse and its equipment.
5) The kitchen may be used only during Association functions or while the clubhouse is rented for a private event.
6) All posted rules and instructions for the use of the clubhouse and its equipment must be followed.
7) No furniture may be moved from the clubhouse or placed outdoors.

§7.02 Fitness and Exercise Room

1) Only Residents may use the equipment in the fitness and exercise room located in the clubhouse.
2) The fitness room may not be used between 11:00 PM and 5:00 AM.
3) The equipment and the fitness room may not be used during Association functions, including Board meetings, or while the clubhouse is rented for a private event.
4) Persons under the age of 18 must be accompanied by an adult Resident.
5) The user assumes all risk from the use of the equipment or the fitness room.
6) Do not use any equipment without proper understanding of its use.
7) All posted rules and instructions for the use of the equipment and the room must be followed.
8) Damaged or improperly functioning equipment must be reported immediately to Management.
9) No food is permitted in the fitness and exercise room.

§7.03 Rental of the Clubhouse for Private Events[6]

1) The clubhouse may be made available to Residents and their guests to rent for private events during the hours between 9 a.m. and 10 p.m. Friday and Saturday and 9 a.m. to 9 p.m. Sunday through Thursday.
2) Reservations are on a first-come, first-served basis.
3) Certain dates may be blocked out due to Association events.
4) Rental of the clubhouse does not include the use of the fitness/Exercise Room.
5) Rental of the clubhouse includes the use of the clubhouse and the patio/fountain area adjacent to the east side of the clubhouse.

[6] This section proposed 2/22/18, adopted 5/15/18

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6) All musicians, disc jockey equipment, stereos and speakers must be confined inside the clubhouse. All music must be kept at reasonable levels and turned off by 10:00 p.m.
7) *For the remainder of this section, "Owner" means the owner of the unit where the resident renting the unit resides.*
8) The Owner need not be present at the event. However, the Owner is responsible for all liability and all costs to the Association resulting from the event.
9) A resident may rent the clubhouse only if the Owner is current with assessments, has no outstanding fines, and is in compliance with all rules and regulations of the Association.
10) The Owner must submit the reservation request to Management using the form provided by the Association at least 14 days before the date of the event.
11) The reservation will not be granted until Management receives the following:
    a) The nonrefundable Use Fee specified in the Association's Schedule of Fees and Clubhouse Rental Form.
    b) The Security/Cleaning Deposits specified in the Association's Schedule of Fees and Clubhouse Rental Form.
12) The Security/Cleaning Deposit is refundable provided the clubhouse is left in the same condition as when it was originally rented. Otherwise, if cleaning and/or repair are needed, the amount of these costs will be deducted from the Security/Cleaning Deposit.
13) If the costs of cleaning and/or repair exceed the amount of the Security/Cleaning Deposit, the Owner must pay all additional costs to restore the facility to its condition prior to the rental.
14) Use of the clubhouse and its facilities by the Owner and any persons present at the event is at their own risk.
15) All trash, garbage, and recycling must be removed from the clubhouse and placed in proper receptacle by the end of the reservation period. No clubhouse furniture may be moved outside.
16) The Owner must pay any fines resulting from the actions of the Owner or any persons present at the event. THE OWNER MUST HAVE EVENT INSURANCE for the event.
17) Guests may not park in Wedgewood Manor with the exception of 20 minutes to load/unload.
18) The maximum occupancy for the clubhouse is eight-two (82) people.
19) No smoking within 25 feet of any building in the community. The use of illegal substances is prohibited at all times. Open flames such as candles, tiki torches are NOT permitted.
20) Any maintenance problems or emergencies must be reported to Management promptly at 408-370-9902, Independent action to rectify the problems should not be taken.
21) The clubhouse may not be used for personal gain or commercial activity.
22) Before leaving, turn off all lights including bathrooms, lock all doors and turn off heating and air conditioning.

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Article VIII. Fees and Fines

[Fees and fines related to late or delinquent regular assessment, or collection of late or delinquent assessments, are specified in Article X below.]

§8.01 Schedule of Fees

Resident Parking Permit Fee	$ 40.00
Architectural Application Fee[7]	$ 25.00
Architectural Inspection Fee[8] – in addition to Architectural Application Fee if inspection of the completed work is required or requested	$ 100.00
Clubhouse Rental Fees and Deposits[9]	
Exclusive use of *main room only* for fewer than 25 people	$ 50.00
Exclusive use of *entire clubhouse* for fewer than 25 people *without kitchen*	$ 100.00
Exclusive use of *entire clubhouse* for fewer than 25 people *with kitchen*	$ 175.00
Exclusive use of *entire clubhouse* for 25 or more people *without kitchen*	$ 200.00
Exclusive use of *entire clubhouse* for 25 or more people *with kitchen*	$ 275.00
Security/Cleaning Deposit for fewer than 25 people	$ 500.00
Security/Cleaning Deposit for more than 25 people	$1,000.00

§8.02 Fine Policy and Schedules of Fines[10]

The following represents the association's current fine schedule, resolution, policy and procedure for the imposition of fines, reimbursement assessments and other disciplinary action we may consider against an owner, for remedy of violations.

Minor Infractions and Violations: Issues that do not pose a threat to the health, safety, or well-being of our members, property or country.

Fine Schedule - Minor Infractions and Violations	
1st Offense	$50.00
2nd Offense	$100.00
3rd Offense	$150.00
4th Offense	$200.00
Each Offense thereafter	$250.00 plus adminstrative costs and expenses

[7] Approved 8/1/17, adopted 10/3/17
[8] Approved 8/1/17, adopted 10/3/17
[9] All clubhouse rental fees and deposits proposed 2/22/18, adopted 5/15/18
[10] This section approved 8/1/17, adopted 10/3/17

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Major Infractions and Violations: Issues that may encumber future property owners (e.g., architectural violations), or which may cause or pose threat of health, safety or well-being of our members or property, and/or violation of any federal, state law or city ordinance.

Fine Schedule - Major Infractions and Violations	
1st Offense	$100.00
2nd Offense	$175.00
3rd Offense	$250.00
Each Offense thereafter	$250.00 plus adminstrative costs and expenses

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Article IX. Architectural Rules and Standards

§9.01 Architectural Review Process

Applications must be submitted to management at the offices of the Association. The application must be accompanied by the Architectural Application Fee. The application is not complete until this fee is paid. Completed applications will be forwarded to the Architectural Committee for their review and consideration.[11]

All exterior alterations or changes which require review by the Board of Directors will be acted upon without delay (within 60 days). Plans and specifications as required by the Declaration of Restrictions may be interpreted as sketches with a descriptive scope of the alterations. However, the Board of Directors reserves the right to require additional plans and/ or specifications.

§9.02 Prohibited Exterior Alterations

Exterior alterations of the units, or buildings, cannot be made without prior approval of the Board of Directors. Some alterations are not permitted at all, because they are considered to be non-harmonious with the general exterior architecture.

The following exterior alterations shall NOT be allowed. These are considered to be non-harmonious with the general exterior architecture:

- Clotheslines. No hanging of clothes on balcony railing.
- Television or radio antennas, microwave antennas, FM, AM, or amateur radio antennas, except as provided in §9.03 below.
- Exterior-type window awnings, sun screens or blinds, except those expressly authorized by the Board of Directors.
- Plastic, fiberglass, metal or other manmade-type materials used as patio or balcony dividers
- Vertical patio or balcony enclosures.
- Window-type air conditioning units.
- Basketball hoops.
- Window blinds and/or curtains, drapes, etc. facing out other than white or off white.

§9.03 Satellite Dish Antennas[12]

A satellite dish antenna of one meter or less in diameter may be installed entirely within exclusive use common area. The antenna may not be affixed to the exterior of the exclusive use common area and cannot penetrate any part of the building structure or be attached to the railing. The antenna must remain inside the vertical and lateral boundaries of the exclusive use common area (i.e., the unit's patio or balcony). When the Association has given notice of

[11] This paragraph approved 5/15/18, adopted 6/19/18
[12] This section approved 8/1/17, adopted 10/3/17

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scheduled painting and/or repairs of common area property, the antenna must be removed at the owner's cost to allow for painting.

§9.04 Holiday Decorations[13]

Temporary holiday decorations are permitted, provided that they are mounted in a way that does not involve penetration of any common area surface or any other damage to a common area component. Holiday decorations may be displayed no more than 45 days prior to the applicable holiday, and must be removed within 15 days after the holiday.

[13] This section approved 8/1/17, adopted 10/3/17

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Article X. Delinquency Policy and Collection Fees[14]

Timely payment of regular and special assessments is of critical importance to the Association. Your Board of Directors takes very seriously its obligation under the Association's governing documents to enforce the members' obligation to pay assessments. The failure of any owner to pay assessments creates a cash-flow problem for the Association and impedes the Association's ability to perform its functions.

In order to encourage prompt payment of assessments and other amounts due and so that all owners are informed of the policies the Association will follow in collecting these delinquent amounts, the Board of Directors has adopted this Collection Policy. It becomes effective upon the sale of the first unit and will remain in effect until changed by the Board.

§10.01 Assessment Due Date

All regular monthly assessments shall be due, in advance, in equal monthly installments, on the first day of each month. It is the owner's responsibility to pay assessments every month regardless of whether a statement is issued or received. All other assessments, including special assessments, are due and payable on the date specified in the notice imposing such assessment, however, in no event shall a special assessment be due and payable earlier than thirty (30) days after the date the members receive notice of the special assessment.

Assessments should be made payable to Wedgewood Manor Homeowners Association, and mailed to:

Mutual of Omaha Bank
Wedgwood Manor Homeowners Association
PO BOX 63755
Phoenix AZ 85082-3755

The mailing address for overnight only payments of assessments, unless otherwise noted, is:

Wedgewood Manor Homeowners Association
c/o The Helsing Group
4000 Executive Parkway, Suite 100
San Ramon CA 94583

§10.02 Late Fees

Any regular monthly assessment not paid by the close of business on the fifteenth day of the month shall be delinquent and a late charge of ten percent (10%) of the unpaid assessment, or ten dollars ($10), whichever is greater, will be imposed. All lump-sum special assessments or installments of special assessments not paid by the sixteenth day after they become due shall be delinquent and a late charge of ten percent (10%) of the unpaid lump sum assessment or

[14] This article approved 8/1/17, adopted 10/3/17

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installment of the special assessment will be imposed. A late charge will not be imposed more than once per delinquent installment.

§10.03 Application of Payments

Payments will be applied in the following order: (a) assessments, (b) late charges, (c) interest, and (d) collection costs. Payments will be applied to the oldest balances in each of these categories.

§10.04 Interest

Interest on all delinquent assessments, reasonable fees and costs of collection, and reasonable attorney's fees at the annual rate of twelve percent (12%), will commence thirty (30) days after the assessment becomes due.

§10.05 Pre-Lien Notice

At least thirty (30) days prior to recording a lien on the separate interest property, the Association must provide the owner, in writing, by certified mail at the last known mailing address, and any alternate mailing address provided by the owner, all of the following information:

a) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, a statement that the owner of the separate interest has the right to inspect the Association records, pursuant to Section 8333 of the Corporations Code, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed:

"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."

b) An itemized statement of the charges owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any.

c) A statement that the owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the Association.

d) The right to request a meeting with the Board as provided by Civil Code section 5665.

e) The right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "meet and confer" program outlined in the Civil Code commencing with section 5900.

f) The right to request alternative dispute resolution with a neutral third party pursuant to the Civil Code commencing with Section 5925, before the Association may initiate

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foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

§10.06 Dispute Resolution

If requested by an owner who is in receipt of a Pre-Lien Notice as described in §9.05, the Association will participate in a dispute resolution program. Pending its outcome, the Association will not record a Notice of Delinquent Assessment against the owner's separate interest property.

§10.07 Recording Notice of Delinquent Assessment

If an owner does not request dispute resolution within thirty (30) days from the date of mailing of the Pre-Lien Notice, or upon the conclusion of dispute resolution, the Board shall vote, in an open meeting, to determine whether a Notice of Delinquent Assessment shall be recorded. Any decision to record a Notice of Delinquent Assessment must be approved by a majority of the Board and shall be recorded in the minutes of that meeting. A copy of the Notice of Delinquent Assessment will be mailed by certified mail to all record owners of the separate interest property no later than ten (10) calendar days following the date of its recordation.

§10.08 Payment Plan Requests

An owner may make a formal, written request to meet with the Board to discuss a payment plan for the debt described in the Pre-Lien Notice. The Board shall meet with the owner, in executive session, within forty-five (45) days of the postmark of the request, if the request is mailed within fifteen (15) days of the date of the postmark of the notice, unless there is no regularly scheduled Board meeting within that period.

§10.09 Collecting Delinquent Assessments

a) Non-Foreclosure. For delinquent assessments of an amount less than $1,800, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, the Association may collect or secure the debt by implementing any of the following methods:
   i) Small Claims Court. The Association may file a small claims court action against the owner.
   ii) Record a Lien. The Association may record a lien against the owner's separate interest property, in accordance with §10.06. Once the amount of the delinquent assessments secured by the lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, equals or exceeds $1,800 or the assessment is more than twelve (12) months delinquent, the Association may foreclose on the property in accordance with §10.09(b).
   iii) Other Manner Provided by Law. The Association may collect or secure the debt using any other manner provided by law, except for judicial or non-judicial foreclosure.

b) Foreclosure. For delinquent assessments of an amount of $1,800 or more, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees,

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or interest, or any assessments that are more than twelve (12) months delinquent, the Association may use judicial or non-judicial foreclosure subject to the following conditions:

i) Prior to commencing foreclosure, the Association shall offer to an owner, and if requested, participate in dispute resolution pursuant to either Civil Code Sections 5900 or 5925.
ii) The Board of Directors shall meet in executive session and vote as to whether to foreclose upon an owner's separate interest property. A vote to approve foreclosure of a lien shall occur at least thirty (30) days prior to any public sale. The Board shall approve the decision to foreclose by a majority vote and shall record the vote in the minutes of the next meeting of the Board open to all members.
iii) Upon voting to approve foreclosure, the Board will provide notice by personal service to the owner who occupies the separate interest or to the owner's legal representative.
iv) A non-judicial foreclosure by the Association is subject to the right of redemption. The redemption period within which the separate interest may be redeemed from a foreclosure sale ends ninety (90) days after the sale.

§10.10 Remedies

In addition to and/or in place of any other remedy specified in this Collection Policy, the Association shall be entitled to bring an action at law against the owner personally responsible for the payment of the amounts due.

§10.11 Attorneys' Fees and Costs

The Association shall be entitled to charge the owner for the reasonable costs of collection, including without limitation attorneys' fees, in addition to the late charges imposed in accordance with this Collection Policy.

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WEDGEWOOD MANOR HOMEOWNERS ASSOCIATION

ELECTION RULES

Adopted by resolution of the Board of Directors on August 2, 2018

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Wedgewood Manor Homeowners Association
RESOLUTION OF THE BOARD OF DIRECTORS
Election Rules

The following actions were taken at a meeting of the Board of Directors (the "Board") of Wedgewood Manor Homeowners Association, Inc. (the "Association") held on August 2, 2018, at which at least a quorum of the Directors were present. The Board finds and resolves as follows:

WHEREAS, the Association seeks to ensure that campaigns and elections are conducted efficiently, effectively, fairly and in compliance with California law and the Association's governing documents;

WHEREAS, California Civil Code Section 5100 *et seq.* requires the Association to adopt election rules relating to the conduct of campaigns and elections;

WHEREAS, the Board finds that the proposed Election Rules will comply with the requirements of Civil Code Section 4340 *et seq.* and Civil Code Section 5100 *et seq.* and the Association's governing documents, and will assist in achieving efficient, effective, and fair campaigns and elections;

WHEREAS, the Association has followed the procedures for adopting rules as required by Civil Code Section 4340 *et seq.*;

WHEREAS, the Association has complied with the provisions of its governing documents that pertain to the adoption of rules;

IT IS RESOLVED, the Election Rules, are hereby approved by a majority of the Directors after hearing member comments;

IT IS FURTHER RESOLVED, any previously-adopted election rules are hereby immediately repealed;

IT IS FURTHER RESOLVED, the Board shall, within 15 days following the adoption of these Election Rules, notify the Association's Members that the Election Rules have been adopted;

IT IS FURTHER RESOLVED, the Board shall act in accordance with the relevant provisions, if any, of the Association's governing documents pertaining to the distribution of rules following their adoption.

CERTIFICATE OF SECRETARY

The undersigned declares that she is the duly appointed Secretary of the Association and that the foregoing Resolution of the Board was approved at the regular meeting of the Board held on August 2, 2018, and that said Resolution remains in full force and effect.

Date: August 2, 2018 By: Marie C Strait
Marie C. Strait, Secretary

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WEDGEWOOD MANOR HOMEOWNERS ASSOCIATION
ELECTION RULES

The Board of Directors adopted these election rules in accordance with California Civil Code Section 4340 et seq. Notwithstanding any other law or provision of the governing documents, these rules shall apply to all matters set forth in Section 5100 of the California Civil Code. Unless the context clearly indicates otherwise, capitalized terms used herein shall have the same meaning as in the Association's governing documents.

Section 1. Inspectors of Elections

A. Appointment and Term

1. **Appointment.** The Board of Directors shall appoint three persons to serve as the Inspectors of Elections, who shall serve at the discretion of the Board, and who shall have such powers and duties as the Board shall determine, subject to the limitations imposed by these election rules ("Election Rules"). The Inspectors of Elections shall be appointed at least thirty days before the ballots are to be mailed.

2. **Term.** The Inspectors of Elections shall serve in their capacity until they resign; are discharged by the Board; or one year after the election *and* until they submit their written certification of their decision on any challenge or question lodged during that year, per subsection 1(D)(2)(d) of these Election Rules.

3. **Consultants for Inspectors of Elections**.

   a. The Association shall have the authority to hire an independent third party to serve as consultants for the Inspectors of Elections.

   b. Within the absolute discretion of the Board, an independent third party may be a person who is currently employed or under contract to the Association for any compensable services, including but not limited to the Association's current manager.

B. Qualifications

1. The Inspectors of Elections shall be Members of the Association.

2. The Inspectors of Elections shall not be current members of the Nominating Committee.

3. The Inspectors of Elections shall not be: (a) currently a member of the Board of Directors; (b) a candidate for the Board of Directors; (c) related to a member of the Board of Directors; or (d) related to a candidate for the Board of Directors.

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C. **Powers**

1. Notwithstanding any provision in the Association's governing documents to the contrary, the Inspectors of Elections shall preside over an election or vote dealing with any of the matters set forth in Civil Code Section 5100.

2. The Inspectors of Elections may meet and discuss election issues amongst (a) themselves (b) the Association's legal counsel, and/or (c) the independent third-party consultants described in Section 1(A)(3) of these Election Rules.

3. If there are three Inspectors of Elections, the decision or act of two or more Inspectors of Elections shall be effective in all respects as the decision or act of all.

4. The Inspectors of Elections may appoint and oversee additional persons to count and tabulate votes as the Inspectors of Elections deem appropriate, if permitted by California law.

D. **Duties**

1. The Inspectors of Elections shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical.

2. The Inspectors of Elections shall do all of the following, in accordance with the governing documents and state law:

   a. Determine the number of memberships entitled to vote and the voting power of each.
   b. Determine the authenticity, validity, and effect of proxies, if any.
   c. Receive secret ballots.
   d. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote or the conduct of the election.
   e. Count and tabulate all votes.
   f. Determine when the polls closed.
   g. Determine the result of the election.
   h. Formally certify the results of the election or election challenges in writing.
   i. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with the Declaration; the Bylaws; these Election Rules; and all rules of the Association regarding the conduct of the election that are not in conflict with these Election Rules.
   j. Prepare a written report of the activities undertaken in any election.

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Section 2. Director Qualifications

A. All persons nominated and elected to the Board of Directors shall meet the qualifications set forth in the Association's Bylaws. The Board of Directors shall consist of persons who are Members of the Association.

In the event the Bylaws are amended to include add or reduce the qualifications for becoming a Director, such qualifications shall be automatically incorporated herein.

B. All persons nominated and elected to the Board of Directors must be: (a) Members in good standing; and (b) voting members of the Association. Members are eligible to vote if they are a Member in good standing, with all assessments current, and not subject to any suspension of membership rights.

C. All persons nominated and elected to the Board of Directors must be (a) owners of a Unit in the Development; and (b) residents of the Development. The Member must be on title for a Unit located within the Development.

As proof of ownership and residency, each Member nominated and elected to the Board shall provide the following to the Association: (a) a signed statement, under penalty of perjury, that their primary residency is a Unit of which they are on title; and (b) title documents showing that the Member is the owner of the Unit.

Unless otherwise stated in the Declaration or the Bylaws, no other written statement, promise, or agreement shall be required of any candidate as a condition of being on the ballot or considered by the Nominating Committee.

D. A Member's eligibility to be placed on a ballot for nomination to the Board of Directors is determined by the Member's residency and ownership status as of the record date for the election.

Section 3. Nomination Procedures

A. In addition to any nomination procedures set forth in the Association's Bylaws and notwithstanding any provision contained in the governing documents to the contrary, Members may nominate themselves as candidates for election to the Board of Directors.

B. A Member may nominate himself or herself as a candidate for election to the Board of Directors by giving written notice of such nomination to the Association, or its designated agent, on or before a date determined by the Board.

C. If a person nominated is not qualified to hold an elected position his or her name shall not appear on the secret ballot and he or she will not be permitted to serve if elected.

D. If upon the close of nominations, the number of eligible candidates is equal to or less than the number of Directors to be elected, the Board may dispense with the mailing of the secret ballots and appoint those qualified candidates to replace those Directors whose terms would be expiring. Within fifteen (15) days after the candidates take office the Board shall publicize the appointments in a communication directed to all Members. If

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the number of Directors so elected is less than the number of vacancies, the Board of Directors shall fill the vacancies as may be provided for in the Bylaws and California law.

E. In the event that the election is a contested election in that the number of candidates exceeds the number of seats to be filled on the Board of Directors, the Board shall proceed with the secret ballot election procedures set forth in Civil Code Section 5100 and these rules.

Section 4. Media Access

A. If any publicity is provided by the Association during a campaign, the Association shall ensure that equal access is given to all candidates and Members advocating a point of view for purposes that are reasonably related to the election.

B. If any publicity is provided by the Association, the Association will not censor, edit or redact the communication but shall include a statement specifying that the message is that of the Members and the Association is not responsible for its content. The following statement shall be published by the Association:

"*The views expressed are those of its author and do not reflect the views of the Association, its directors, managers, employees, or agents. The author is solely responsible for its content. The Association is required by law to publish the communication as written regardless of the content*."

C. The Association shall distribute a candidate statement from any candidate wishing to provide one. The statements shall be distributed by including them with the balloting materials mailed to the membership. The format of such candidate statements is at the discretion of the Board.

Section 5. Common Area Meeting Space

A. Common area meeting space shall be provided at no cost to candidates and Members advocating a point of view for purposes reasonably related to the election or vote, subject to procedural rules as may be adopted by the Board to assure orderly use of such meeting space.

B. The Association may schedule a community election forum prior to an election of the Board or a vote subject to these Election Rules, whereby candidates and Members who are advocating a point of view which is the subject matter of the pending election or vote may attend and speak to any Association Members choosing to attend. The community election forum shall be conducted in accordance with the governing documents and any procedural rules adopted by the Board.

C. Any Member desiring to use the common area meeting space for such a purpose shall be responsible for leaving the premises in the condition they were found. With the exception of meetings and assemblies under Civil Code Section 4515, the Member shall be required to provide a deposit.

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Section 6. Association Funds

A. Association funds shall not be used for campaign purposes in connection with any election, except that the Association may provide publicity equally in its discretion. The access to media, as described in Section 4 of these Election Rules, do not qualify as a "campaign purpose."

Section 7. Voting Qualifications

A. Only Members shall be entitled to vote.

B. Subject to the eligibility and qualification requirements set forth in the Declaration and Bylaws, only Members who are in good standing, with all assessments current, and not subject to suspension of membership as of the record date are eligible.

C. Members shall be entitled to cast one vote for each Unit owned.

Section 8. Methods of Voting

A. The Association shall not be required to prepare or distribute proxies when voting on any matter requiring vote by secret ballot under Civil Code Section 5100.

B. If proxies are received, they are valid and effective only if they comply with California law and the Association's Bylaws. The Inspectors of Elections shall determine the authenticity of any proxies received and may deem a proxy used to vote by secret ballot authentic only if the proxy complies with California Civil Code Section 5130. The Inspectors of Elections may also take into consideration any reasonable criteria established by the Board of Directors to authenticate a proxy when making such a determination.

C. The authenticity, validity and effect of proxies with respect to any other Member voting matter that is not determined by secret ballot shall be as set forth in the Association's Bylaws, as such Bylaws may be amended from time to time, and in California law.

D. Cumulative voting shall not be used.

Section 9. Voting Period

A. The voting period shall begin on the date the secret ballots are distributed and shall close on the date established by the Board, which shall be not less than thirty (30) days from the date of distribution. Once appointed to oversee an election, the Inspectors of Elections shall determine, in their discretion, the specific date and time when the polls close in accordance with the Declaration and Bylaws.

B. Subject to Section 11(B)(4) below, the Board of Directors shall have the discretion to extend the voting period if sufficient secret ballots have not been received.

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Section 10. Secret Ballot Requirements

A. Voting with regard to the matters addressed in Civil Code Section 5100 shall be determined by using a double envelope system to ensure the anonymity of the Member casting his or her vote.

Section 11. Secret Ballot and Voting Procedure

A. **Secret Ballots**

1. A secret ballot and two pre-addressed envelopes, a smaller (inner) envelope and a larger (outer) envelope, along with instructions on how to return the secret ballot shall be mailed by first-class mail or delivered by the Association to every Member not less than thirty (30) days prior to the deadline for voting.

2. A voter may not be identified by name, address, or the Unit that entitles him or her to vote on the secret ballot.

3. The secret ballot itself is not to be signed by the Member voting but is to be inserted into the smaller (inner) envelope that is sealed by the Member. This envelope is inserted into the larger (outer) envelope that is sealed by the Member.

4. The larger (outer) envelope is addressed to the Inspectors of Elections. In the upper left-hand corner of the second envelope, the voter prints and signs his or her name, address, and Unit that entitles him or her to vote.

5. The secret ballot may be mailed or delivered by hand to a location specified by the Inspectors of Elections. The Member may request a receipt for delivery.

6. Once a secret ballot is cast it cannot be revoked. A secret ballot is "cast" when it is received.

7. None of the names of candidates in the secret ballot shall be distinguished by asterisks, italics, boldface, or any other means in the secret ballot, the voting instructions, or any other communication from the Association.

B. **Vote Tabulation**

1. The secret ballots shall not be opened or otherwise reviewed prior to the time and place at which the ballots are counted and tabulated. In no event shall any secret ballots be opened if insufficient secret ballots exist to meet the quorum requirement.

2. The envelopes shall be opened and the secret ballots shall be counted and tabulated at either a properly noticed Board meeting or a membership meeting. Any candidate or other Member of the Association may witness the counting and tabulation of the secret ballots.

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3. Only the Inspectors of Elections, or individuals designated by the Inspectors of Elections as allowed under California law, shall open the envelopes and count and tabulate the secret ballots.

4. If the Inspectors of Elections determines that insufficient secret ballots exist to meet the quorum requirement, the Board or the Inspectors of Elections may:

a. Extend the voting period for elections to the Board of Directors.

b. Extend the voting period for any other matters subject to these Election Rules.

Section 12. Voting Results, Storage and Retention

A. **Election Results**

1. The Inspectors of Elections shall promptly report the results of the election to the Board of Directors. The report shall be in writing, signed by a majority of the inspectors, and, if applicable, shall include the vote counts and quorum. The Board of Directors who shall record the results of the election in the minutes of the next Board meeting and make them available to the Members of the Association for review.

2. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all Members.

B. **Custody, Storage and Retention of Secret Ballots from Elections**

1. **Custody**

a. The secret ballots shall remain in the custody of the Inspectors of Elections or at a location designated by the Inspectors of Elections at all times prior to tabulation of the vote and until the time allowed by California Civil Code Section 5125 for challenging the election has expired.

b. In the event of a recount or other challenge to the election process, the Inspectors of Elections shall, upon written request, make the secret ballots available for inspection and review by Members or their authorized representatives. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

2. **Storage and Retention**

a. Once the time for challenging the election has expired, the Inspectors of Elections shall transfer physical custody of the secret ballots to the Association.

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Section 13. Tied Votes

A. **Ties**. In the event a tie must be broken in a Director election, a method of random selection that ensures equal likelihood for each of the tied candidates shall be used.

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How do I pay my assessment?

There are several options for paying your assessment.

Mail Regular Payments To:
Association Name
C/O Union Bank
P.O. Box 45480
San Francisco, CA 94145-0480

Mail Overnight Payments To:
Association Name
C/O MUFG Union Bank, N.A.
ATTN: Lockbox Operations
1751 Harborbay Parkway, Suite 100
Alameda, CA 94502

Your check must be made payable to the name of your Association. Include your 12-digit owner account number which is listed on your statement or payment coupon.

Electronic or Automatic Payment (Union Bank):
With Union Bank, you can make a one-time electronic payment or schedule recurring payments once you have made a one-time payment and created a log in and password. You can do so by visiting: **www.unionbank.com/hoabankers/hoaonlinepayments**. You will need to enter a company ID (0023), followed by your 12-digit owner account number found on your statement or payment coupon in the following format (**case sensitive**): 0023-ABC123-XXXXXX. Make sure to include the dashes. If you need assistance, please contact Union Bank at 800-836-5184.

Automatic Payment (ACH Form):
Another way to schedule regular automatic payments (ACH) is to fill out the attached Authorization Agreement for Preauthorized payment form and attach a VOID check to Union Bank following the instructions on the form. This will set you up to have your assessment amount deducted on the 10th of the month that the assessment is due.

Your Personal Online Banking or Bill Pay System:
If you use your own bank's Online Bill Pay System to pay assessments, make sure that the payee/biller name, address and account number are accurate. The payee/biller name must be the name of your Association. You must also include your 12-digit owner account number on the Bill Pay check. Your 12-digit owner account number can be found on your statement or payment coupon. Your online banking payment is not an electronic transfer of funds. Please allow 5-7 business days for mailing. Mail payments to:

Association Name
C/O Union Bank
P.O. Box 45480
San Francisco, CA 94145-0480

Credit Card Payments:
To pay with a credit card, please visit: www.commoninterest.com. Select the "PAY ONLINE NOW" link in the upper right hand corner, then select "Click to Pay Now." You will be asked to enter your 12-digit owner account number found on your statement or payment coupon (do not insert spaces or dashes) and the official owner's last name. To make a one-time payment, select "Make One-time Payment." To set up a recurring payment, select "Set up Recurring Payment." A convenience fee will be charged by PayLease. For questions or to pay over the phone with a credit card, please contact PayLease at (866) 729-5327 or at support@paylease.com.

Please contact Common Interest Management's Accounting Department via email at accounting@commoninterest.com with any questions.

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UnionBank

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

CUSTOMER: If required, photocopy for your records.

Management Company Name: Common Interest Management Services

Association Name: _____

Unit Address: _____

Homeowner Unit Number / Account Number: _____

I/We authorize the above Association to charge my/our checking account at the financial institution indicated on my/our voided check for the payment of my/our monthly association assessment. Your account will be charged on or about the 7th of each month.

I/We understand that these assessments may change periodically, and that such changes will be provided to Union Bank by the above named Association.

(fold) (fold)

STAPLE VOIDED CHECK HERE

PLEASE ATTACH A VOIDED CHECK (WITH PREPRINTED NAME AND ADDRESS) FROM THE CHECKING ACCOUNT THAT WILL BE CHARGED.

UNION BANK MUST RECEIVE THIS FORM BY THE 10TH DAY OF THE MONTH FOR THE AUTOMATIC CHARGE TO BE IN EFFECT FOR THE FOLLOWING MONTH.

UNION BANK WILL BE PERFORMING THE ORIGINATION OF THESE CHARGES ON BEHALF OF THE ASSOCIATION.

You will receive confirmation of start date via U.S. Mail. If you have any questions, you may call Union Bank at 1-800-836-5184.

Please mail this authorization to:

UNION BANK, N.A.
HOA REMITTANCE PROCESSING-MP, 4-30A-812
2001 SATURN STREET
MONTEREY PARK CA 91755

(fold) (fold)

I\We represent and warrant to Union Bank, N.A. that the undersigned are all signers required to transact business on said deposit account and understand that electronic transactions on said account will be governed by the terms of my\our deposit account terms and disclosure. Union Bank, N.A. must receive written notification of my\our termination by the 10th day of the month in order to act upon such notification by the following month's payment.

First Name on Account (please print)

x _____ _____
Signature Date

Second Name on Account (If applicable)

x _____ _____
Signature Date

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REQUEST FOR ANNUAL NOTICE OF ADDRESS, REPRESENTATIVE AND RENTAL STATUS

Please complete this form and return it to the Association as noted below within 30 days:

1. Association Name:

   _____

2. The full name(s) of the property owner(s):

   _____

3. The property address within the Association:

   _____

4. The requested primary mailing address:

   _____

   _____

5. Optional: An alternate or secondary mailing address:

   _____

   _____

6. Optional: The name and address of your legal representative, power of attorney, or other person (if any) who can be contacted in the event of your extended absence:

   _____

   _____

7. Is the property that you own (check one):

   ☐ Owner-occupied ☐ Rented out

   ☐ Developed, but vacant ☐ Undeveloped

NOTE: If an owner fails to provide the notices set forth above, the property address of the Owner's Separate Interest within the development shall be deemed to be the address to which notices are to be delivered.

The above information is requested pursuant to Civil Code §4041.

PLEASE RETURN THIS INFORMATION TO THE ASSOCIATION AT THE FOLLOWING ADDRESS:

Common Interest Management Services
315 Diablo Rd. Ste. 221
Danville, CA 94526

Order: F43Q5JHRG
Address: 14225 Lora Dr Apt 75
Order Date: 07-08-2020
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CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller. **A seller may request to purchase some or all of these documents but shall not be required to purchase all of the documents listed on this form**.

Provider of the **Section 4525** Items:
Heidi Pleger, Director of Escrow Services, Common Interest Management Services

Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Articles of Incorporation (or statement that not incorporated)	Section **4525(a)(1)**	$30.00	
CC&Rs	Section **4525(a)(1)**	$30.00	
Bylaws	Section **4525(a)(1)**	$30.00	
Operating Rules	Section **4525(a)(1)**	$30.00	
Age Restrictions, if any	Section **4525(a)(2)**		Refer to the Demand
Rental Restrictions, if any	Section **4525(a)(9)**	$30.00	Refer to the Demand
Annual Budget Report (or summary, including Reserve Study)	Sections **5300 and 4525 (a)(3)**	$30.00	
Assessment and Reserve Funding Disclosure Summary	Sections **5300 and 4525 (a)(4)**		Included in Annual Budget Package
Annual Financial Statement Review or Audit	Sections **5305 and 4525(a)(3)**	$30.00	
Assessment Enforcement Policy	Sections **5310 and 4525(a)(4)**		Included in Annual Budget Package
Insurance Summary	Sections **5300 and 4525 (a)(3)**	$30.00	
Regular Assessment	Section **4525(a)(4)**		Refer to the Demand
Special Assessment	Section **4525(a)(4)**	$30.00	Refer to the Demand
Emergency Assessment	Section **4525(a)(4)**		Refer to the Demand

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Other Unpaid Obligations of Seller	Sections **5675 and 4525(a)(4)**		Refer to the Demand
Approved Changes to Assessments	Sections **5300 and 4525(a)(4), (8)**		Included in Annual Budget Package
Settlement Notice Regarding Common Area Defects	Sections **4525(a)(6), (7) and 6100**		Refer to the Demand
Preliminary List of Defects	Sections **4525(a)(6), 6000 and 6100**		Refer to the Demand
Notice(s) of Violations	Sections **5855 and 4525(a)(5)**		Refer to the Demand
Required Statement of Fees (Escrow Demand)	Section **4525**	$275.00	
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section **4525(a)(10)**	$30.00	
Total fees for these documents:		$575.00	

*****The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 shall be charged separately.

This is the minimum document offering required to meet CA Statute 4525. You may opt to acquire additional documents including, but not limited to, Meeting Minutes, Reserve Studies, Insurance Declaration Pages, and/or property inspections not mandated by law but helpful to the prospective buyer(s) and/or their agent to make a more informed decision regarding the subject property

Please note: Other fees including, but not limited to, Transfer Fees, Capital Contributions, Collection fees, etc. may be assessed to each property and will be disclosed on the Statement of Fees (Demand) and are not included within estimated charges outlined within this form.

The buyer and seller may negotiate who pays document and disclosure fees.

The management company is not paid a referral fee by HomeWiseDocs as part of this transaction.

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Wedgewood Manor Homeowners Association

REQUEST FOR ARCHITECTURAL / LANDSCAPE REVIEW

Homeowners are required to submit property improvement plans to the Association for review and comment prior to beginning the improvements. Application fee is $25 payable to Common Interest Management Services. Each of Wedgewood Manor Homeowners Association homeowners is subject to these restrictions. City approvals and permits may be required but do not constitute approval of Wedgewood Manor Homeowners Association.

NAME: _____ **DATE:** _____
(Please Print)
ADDRESS: _____ **EMAIL:** _____

PHONE:
(Home) _____ **(Work)** _____ **Proposed Start Date:** _____ **Finish Date:** _____

CHECK ALL THE FOLLOWING IMPROVEMENT TYPES THAT APPLY TO YOUR REQUEST

HOME IMPROVEMENTS:

[ ] Structural Addition	[ ] Gazebo/Arbor	[ ] Play structure	[ ] Storage Shed	[ ] Fence Addition
[ ] Deck/Patio	[ ] Greenhouse	[ ] Pool/spa	[ ] Dog run	[ ] Retaining Walls
[ ] Trellis	[ ] Lighting additions	[ ] Lighting Standards	[ ] Skylights	[ ] Solar panels
[ ] Satellite Dish	[ ] Antennae	[ ] Windows/Doors	[ ] Gates	[ ] Painting
[ ] Mail box enclosure	[ ] Sculptures	[ ] Garage doors	[ ] Lot line adjustments	[ ] Other (specify)

LANDSCAPE IMPROVEMENTS:		**[ ] FRONT YARD**	**[ ] BACK YARD**	**[ ] SIDE YARD**
[ ] New Landscape	[ ] Tree addition	[ ] Tree removal	[ ] Arbors/vines	[ ] Hardscape
[ ] Landscape lights	[ ] Water features	[ ] Other (specify)		

The Applicant is responsible for assuring that the improvements authorized by the Association are located within the Applicant's property.

IF YOU ARE ONLY SUBMITTING A REQUEST TO CHANGE THE COLOR OF YOUR HOME:

1. Enclose paint manufacturer color samples with this application.
2. Identify which paint samples apply to body of the house, trim/fascia and trim accent colors.

ALL OTHER IMPROVEMENTS:

1. Submit your scale drawings and plot plans to: Common Interest Management Services, 262 East Hamilton Avenue Suite D, Campbell, CA 95008 or by E-mail at customerservice@commoninterest.com.
2. Plans which include pre-assembled structures or kits must include cut sheets or product specifications, colors, dimensions, materials and all other collateral material necessary for proper review.
3. The committee must be informed of all materials used in your improvements in sufficient detail for proper review. Where appropriate, submit samples or color photos of the material (brick, slate, wrought iron, lighting standards, etc.) The Association may ask for more information regarding your improvement during the review process. While waiting for a response from the owner the 60-day approval time frame will suspend and then resume with receipt of additional information.
4. Depending on the improvement, the Association may solicit input from your neighbors regarding your submission and consider their input as part of the review process. It is prudent that you discuss proposed changes to your home with your surrounding neighbors.
5. PLEASE NOTE: The City may require approval of certain types of improvements. You may be required to get permits and other conditions may apply. The owner is solely responsible for fulfilling any municipal requirements.

NOTE*: Improvement work may not commence without written approval of the Homeowners Association. Please submit plans anticipating up to 60 days for review and comment by the Architectural Committee. Unauthorized improvements are subject to removal at owner's expense.*
Common Interest Management Services, 262 East Hamilton Avenue Suite D, Campbell, CA 95008 (408) 370-9902

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Address: 12405 Lora Dr Apt 75
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Owner Signature **Date**

WEDGEWOOD MANOR HOMEOWNERS ASSOCIATIONS IMPROVEMENT APPLICATION (continued)

DESCRIBE YOUR IMPROVEMENT IN DETAIL:

_____
_____
_____
_____
_____
_____
_____
_____

WHO IS YOUR CONTRACTOR?

[ ] I'm performing the work myself.

[ ] My general contractor is: _____

[ ] My landscape contractor is: _____

[x]The homeowner is the "person responsible" for damage to Wedgewood Manor Homeowners Associations common areas caused by himself or by his contractor while completing these improvements. By submitting this application I acknowledge responsibility for damage to the common areas by contractors entering Wedgewood Manor Homeowners Associations property at my invitation.

***For Association Use Only*:**

Property Address: _____

Committee Member Name:_____ Date:_____

[ ] Recommend Approval as submitted: [ ] Recommend Approval with following conditions: [ ] Recommend Denial:

_____
_____
_____
_____

Committee Member Name:_____ Date:_____

[ ] Recommend Approval as submitted: [ ] Recommend Approval with following conditions: [ ] Recommend Denial:

_____
_____
_____
_____

Committee Member Name:_____ Date:_____

[ ] Recommend Approval as submitted: [ ] Recommend Approval with following conditions: [ ] Recommend Denial:

_____
_____
_____
_____

Management Company Instructions:

[ ] Send response to owner based on Committee input noted above.

[ ] Send hearing letter regarding unauthorized installation.

[ ] Notify owner to cease work.

[ ] Send notice of completion

NOTE: ***Improvement work may not commence without written approval of the Homeowners Association. Please submit plans anticipating up to 60 days for review and comment by the Architectural Committee. Unauthorized improvements are subject to removal at owner's expense.***

Common Interest Management Services, 262 East Hamilton Avenue Suite D, Campbell, CA 95008 (408) 370-9902

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