

Open Records Policy

All provisions of the California Civil Code, Section 1365.2 apply

1. Association records for the current year and two previous fiscal years are open to inspection and/or copying by any homeowner at the offices of our management company. Requests must be made in writing and may include the designation of an alternate person to inspect the records for him or her.
2. Current records will be made available within 10 days of the receipt of a written request. Records from the two previous fiscal years will be made available within 30 days.
3. Records that are available for inspection include budgets, all financial statements, contracts, tax returns, reserve account information, agendas, and minutes of all open, public meetings.
4. Membership lists showing owners' names, property and mailing addresses are available under strictly controlled conditions. The request must directly relate to a purpose, stated in writing, that pertains to the requester's interest as a member. Examples of such purposes include an intent to campaign for or against a Board nominee, an intent to campaign for or against a proposition before the membership, an intent to petition the members on Association policy matters, *etc.*
5. Any member can opt out of the release of his or her name and address by submitting a written request to opt out and by providing an alternate means of contact. A common alternative method is simply to allow contact by mail addressed to: The Owner of the Property at (Woodgate address).
6. To minimize the threat of fraud, no bank account numbers, social security numbers, tax ID numbers, and the like will be released, and will be deleted from all records made available under the provisions of this policy.
7. A requesting member must bear the costs of any record request and those costs must be agreed to in advance between the requesting member and the Association. Fees will include actual copying and mailing costs plus staff time not to exceed \$10 per hour or \$200 per request.
8. The Association will withhold records if there is reason to suspect fraudulent use, or if a member's privacy is likely to be compromised.
9. Records of disciplinary actions, delinquencies, fines, payment plans, and the like will not be released under any circumstances. For that reason minutes of Executive Sessions will also not be released.
10. The Association will bring punitive action against any member who sells information gleaned from the records or uses such information for commercial purposes. If successful in such an action, the Association is legally entitled to collect damages and Attorney's fees.

11. If the Association can be proved to have unreasonably withheld access to appropriate records, a member can make a claim for reasonable expenses, Attorney's fees, and for a civil penalty not to exceed \$500 for each written request that was improperly denied. The Association can recover the costs incurred in fighting such actions if the court finds that a complaint was frivolous, unreasonable, or without merit.
12. The Association may deliver requested records in digital form as long as the documents are in a format that cannot be altered.

Restriction on Homeowner Work in the Common Areas

It is the policy of the Board not to hire homeowners to do work in the Common Areas of the Association, nor to allow such work without pay unless a variance has been previously approved by the AC or Landscape Committee and ratified by the Board.

A variance will not be granted in any cases where a potential conflict of interest could be claimed (*e.g.* a homeowner who might join the AC to win approval for his or her own project).

Minor Maintenance Policy

Because small repairs for which a homeowner is responsible can often be done more cheaply when grouped together than when done individually by homeowners, the Woodgate Glen Homeowners' Association implements the following Policy.

A written notice is sent to the homeowner noting the repairs needed. The letter gives the homeowner thirty (30) days to make the repairs himself or herself. If the repair has not been corrected within the thirty day period, the Association arranges the repair and bills the homeowner on an actual cost basis.

Typical repairs that are covered by this Policy include but are not limited to: external wiring and cables that are improperly attached to the building and/or not painted the proper color, foundation vents that have screens missing, improperly mounted satellite dishes, Common Area debris removal and damaged window screens that need replacing. In the case of window screens, a homeowner may choose to remove them completely but if they are not removed within thirty days, the Association will replace them.

Oil spills in assigned parking spaces will be cleaned with biodegradable cleaning products. The Association cleans such damage and charges the homeowner assigned to that space.

Major repairs requiring an outside contractor are not covered by this Policy. Such repairs must be completed in a timely manner by the homeowner responsible or else sanctions that may include heavy fines will be imposed by the Association.