



WHITNEY OAKS

**COMMUNITY  
ASSOCIATION**

**OWNER'S MANUAL**

*(last revised 3/2016 to reflect a change in the parking and towing rules)*

# WHITNEY OAKS COMMUNITY ASSOCIATION OWNER'S MANUAL

## **WHAT IS A COMMUNITY ASSOCIATION?**

It is a nonprofit corporation registered with the State of California and managed by a duly elected Board of Directors. Its purpose is to maintain all common areas and to make the community an enjoyable place to live.

## **WHAT ARE THE CC&R'S?**

The recorded Declaration of Covenants, Conditions and Restrictions, commonly referred to as CC&R'S, are the guidelines established in order for the Common Interest Community to enhance and protect the value of the Community. These guidelines usually cannot be changed without a specified majority vote. This change then becomes an amendment and is recorded with the County Recorder's office. Failure to abide by the CC&R'S can possibly result in a fine if the Board determines a violation has occurred. **You should carefully review the CC&R'S.**

## **WHAT ARE THE BYLAWS?**

The Bylaws are the adopted guidelines and rules established for the operation of the Community. These Bylaws aid in the election of the Board of Directors, define duties and responsibilities of the Board and Officers and set other specifics, which are necessary to properly operate the Association. **Again, you should carefully review the Association's Bylaws.**

## **WHAT ARE DEFINED AS COMMON AREAS AND FACILITIES?**

The common areas and facilities that the Association is responsible to maintain include the private streets, landscaping, open space, entry gates, walls and lighting, etc. In addition, there are common services such as water, electricity and street sweeping which the Association is responsible for paying through the collection of Assessments from the owners. Some of these common facilities will be completed in future phases of the Community. Additional common services can be included by a vote of the members and the Board of Directors.

## **WHAT IS THE BOARD OF DIRECTORS?**

The Association is a corporation by law and, therefore, a governing body is needed to oversee the business. The Board of Directors is the elected governing body of the Association. The affairs of the Association are managed by a Board of five (5) Directors. These Directors create the rules and regulations for enforcement within the community, oversee budgeting and expenditure of funds, as well as work with the managing agent in maintaining Association common areas.

The Board of Directors usually organizes several committees to aid the community in decision making. Examples of this would be: Rules Committee, Architectural and Landscaping Committees, Nominating and Election Committees, etc.

## **WHO MAKES UP THE BOARD OF DIRECTORS?**

It is normal that the initial Board of Directors consists of representatives of the Developer. This is done to provide the Owner holding the majority ownership of the Community, with adequate protection of

their interests, especially when the Community entails several phases. At the first Members Meeting the homeowners will elect at least one representative to the Board.

### **WHEN DOES THE BOARD OF DIRECTORS HOLD MEETINGS?**

The Bylaws state the frequency of the Board meetings. Board meetings are open to all homeowners, but the Board has the right to limit participation by individual homeowners. Depending upon the business to be transacted, Board meetings may occur only once a quarter or as often as monthly.

### **WHAT IS MY ASSESSMENT?**

The assessment is the monthly installment of the annual assessment amount due from each property. This assessment is used to operate and maintain the property that is commonly owned or controlled by the Association. The annual assessment is based upon the estimated expenses required to operate the Association and maintain the common areas and facilities (budget).

### **HOW IS THE AMOUNT OF MY ASSESSMENT DETERMINED?**

The Department of Real Estate requires pro forma operating budgets to be submitted by the developer for the first year's operation of the Association. The budgets are reviewed by the Department of Real Estate, utilizing their guideline figures for all common areas and facilities which are the responsibility of the Association. The budgets adopted by the Association are generally based upon these budgets. There are two basic areas to the Association's budget: the Operating accounts such as utilities and landscaping, etc., and the Reserve accounts for replacement of components such as paving, painting, etc. **These amounts are difficult to predict accurately and even if accurately estimated initially, these amounts can increase with the age of facilities and with increased costs of living. Additional cumulative budgets showing additional lots and common areas for future phases have also been prepared and reviewed by the Department of Real Estate.**

### **WILL MY ASSESSMENT GO UP?**

The assessments may increase after the first year due to changes in the operations and cost increases for utilities and services. Your Board of Directors will prepare a new budget each year to reflect changes and cost increases or decreases. The Board must obtain the majority vote of the members to increase the budget more than 20% from the prior year's budget. **As this is a phased Community in which additional lots and common areas may be annexed, it is possible that your assessments may increase or decrease when this happens.**

### **WHAT HAPPENS IF I DON'T PAY MY ASSESSMENT?**

Not paying the assessment is not going to help solve problems. In fact, the CC&R'S state that not paying the monthly installment of the annual assessment causes the homeowner to be subject to late charges of \$10.00 or 10% of the delinquent installment, whichever is greater, as well as interest and collection charges.

If there is no payment from the homeowner, a lien can be filed which could eventually result in foreclosure of your home. Remember that all the owners share the responsibility of assuring payment to the Association so that the property can be properly maintained. Be sure to closely review the Association's current adopted Assessment Collection Policy included in this manual.

## **WHAT IS A MANAGEMENT COMPANY AND WHAT DOES IT DO?**

A Management Company is hired to act as the agent for the Association. Typical responsibilities include:

Assessment Collection: Collection of the installments of the annual assessments and delinquent installments.

Supervision of all Subcontractors: Hiring, supervising and working with landscapers, street sweepers, utility companies, etc. The Management Company does not perform these services, but acts in a supervisory capacity only.

Accounting: Submitting monthly assessment installment billings to the homeowners, maintaining current lists of homeowner addresses as received, processing of the Association payables, and submitting monthly financial reports to the Board.

Communication: Performing as a liaison for the Association to the developer, providing information from the Board and Management to homeowners, as well as communication between homeowners, through distribution of monthly or quarterly newsletters or mailings.

Architectural Approval: Coordination and tracking of requests for approval from the Architectural Review Committee for plans for construction, alterations or improvements.

Problem Solving: Working with the Board of Directors in interpreting and enforcing the CC&R'S, Bylaws and Rules and Regulations of the Association. Responding to homeowners requests regarding the common areas and the operation of the Association.

Consulting: Providing the Board with information pertaining to proper maintenance of the community, suggested Community improvements and to keep the Board advised of current Association Management procedures and laws.

## **IF I'M BUYING THE HOME BUT PLAN TO RENT IT, WHAT DO I NEED TO KNOW?**

First of all, the monthly assessments are still the responsibility of the homeowner. Screening of tenants before rental is very important, not only to the owner, but also in consideration of the other residents. Disturbances and disorderly conduct by tenants can result in a fine to the OWNER for their behavior. Preservation of the community as well as harmony among residents is the ultimate goal of any association. If a tenant violates these rights, the owner is expected to take the necessary measures to correct the situation. Each owner should be certain that his tenant is familiar with the Association rules and regulations.

## **IF I WANT TO MAKE ADDITIONS TO MY HOME OR MAKE NOTICEABLE CHANGES, WHAT DO I NEED TO KNOW?**

The Association has governing regulations concerning additions or changes to the exterior of any premise. The regulations encompass the installation of landscaping and fences, adding a patio cover, building a patio or pet enclosure, color of paint, etc. **You should review the Covenants, Conditions and Restrictions and the adopted Design Guidelines to determine the exact requirements which will need approval.**

**The Architectural Review Committee must approve all exterior changes. Applications and plans should be submitted to the Management Company.**

If a homeowner completes an exterior change without Committee approval, the owner may be required to remove the modification and be subject to enforcement proceedings. This regulation is set up to maintain the overall appearance of the community and protect the property values. **Also, the City of Rocklin requires that any structural changes be submitted and approved through its office for proper building permits.**

### **WHOM DO I CONTACT?**

Within the first year, if you have bought a home and are having warranty related concerns, contact the Customer Service Representative of the builder. Reports must be made in writing and it is advisable to send a letter certified, to guarantee that the builder did, in fact, receive the work request. Should concerns not be reported by the homeowner or declined under the warranty by the builder, then the homeowner is responsible for pursuing repairs.

#### 1) Common Area Concerns

Issues or complaints concerning common area maintenance or usage should be submitted through the Management Company or to the Board of Directors. As the Association matures, committee heads may be set up to monitor all complaints and aid in the timely correction of any problem area.

#### 2) Difficulty With Neighbors

Hopefully this will not occur, however, sometimes there does develop a difficulty with a neighbor over the parking of vehicles, loud and excessive noise, animals, etc. These complaints should be made to the Management Company **in writing and signed, anonymous complaints will not be acted upon.** The Management Company, in turn, will send a letter stating the violation or disturbance and enforce, through the Board of Directors, any fine which the Association has established. At times the enforcement may necessitate the notification of local police.

#### 3) Utility, Water, Gas, Fire

Depending upon the nature of the concern or emergency, contact the appropriate agency **FIRST.** It is best to receive immediate service in the event of these type problems or in the event of an emergency. The Management Company should also be aware of these situations, as it allows for a monitor of recurring problems. Be sure to keep handy the emergency telephone numbers for the local companies and official agencies.

# WHITNEY OAKS COMMUNITY ASSOCIATION RULES AND REGULATIONS

Revised September 27, 2006

## A. PREAMBLE

A-1. The authority for the Board of Directors to form and enforce rules and regulations is provided by the Declaration of Covenants, Conditions and Restrictions under Article III, Section 3.06. A copy of this Declaration was given to each owner at the time of purchase of their lot.

A-2. The Manager of the Whitney Oaks Community Association has been instructed by the Board of Directors to require the compliance of all persons on Association properties with the provisions of all Rules, Bylaws and the CC&R'S. In the instance of a person violating the Rules, the Bylaws or the CC&R'S, the Manager has further been instructed to do any of the following:

- a) Obtain names and addresses of violators and report to the Board of Directors.
- b) Remove the persons from the Association premises, if necessary.
- c) Call upon a law enforcement agency for assistance.
- d) Call upon residents to assist him in his duty.
- e) In the case of residents' children, make an effort to contact their parents immediately, prior to making the action called for in (b), (c), and (d) above.

A-3. The Rules as contained herein are issued by the Board of Directors. They are supplemental to the conditions of ownership in the Declaration of Covenants, Conditions and Restrictions. If there is any conflict the provisions of the Declaration will prevail.

The Rules are intended as a guide to the conduct and activities of all members, lessees and residents of the Whitney Oaks Community Association and their guests, to the end that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others. Strict observance and adherence is urgently requested by the Board of Directors. Policing actions because of violations, should not have to be necessary, but might be required.

## B. COMMUNITY RELATIONS

B-1. REGISTRATION All members and residents must be registered with the Manager.

- a) Association members are those individuals owning a lot at the Whitney Oaks community.
- b) Residents are defined as owners and members of their families living on the premises of the Community, or lessees and members of their families living on the premises of Whitney Oaks.
- c) Owners leasing their home retain their voting right in the Association but assign the use of all common facilities of the Community to the lessee of their home. The lessee assumes the privileges and responsibilities of membership as hereinafter stated, but does not have a voting right the vote belongs only to the owner. Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.
- d) The lease or rental agreement must be in writing and must be for a term of not less than 30 days and **be subject to the CC&R'S, Bylaws and adopted rules.** The Owner is responsible to provide a copy of the CC&R'S, Bylaws and these adopted rules and regulations to their tenants at their sole cost. The Owner is required to notify management of the names and phone numbers of their tenants and provide a copy of the rental agreement.

**B-2. GUESTS**

- a) Guests must be accompanied by a host or hostess resident of the Association when using the common areas of the Association.
- b) It is the right and duty of each resident to question the presence of any person who appears to be trespassing and/or advise the Manager regarding the situation.
- c) Homeowners are responsible for all actions of their guests while they are visiting the community.

**B-3. COMMON AREA DAMAGE** Members, lessees and residents are responsible for payment of all cost of repairs for all damage to the Association's property caused by themselves, members of their families or their guests.

**B-4. NEIGHBORLY CONDUCT**

- a) All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association residents. Each owner or resident is responsible for the conduct and behavior of their children, guests, and any visiting children and for any property damage caused by such persons.
- b) Vehicles, toys, or bicycles are not allowed to be parked or placed so they block or interfere with pedestrian traffic on the sidewalks. The placement of unattended tricycles, play toys, or other equipment in front yards and areas visible from adjoining lots is prohibited.
- c) No noxious or offensive activities or trades shall be carried on upon any Lot or Parcel, nor shall anything be done or replaced thereon which may be or become an annoyance, nuisance or unreasonable embarrassment, disturbance or annoyance to the residents or which shall in any way interfere with the quiet enjoyment of occupants in the residences.
- d) No activities shall be conducted, nor shall any improvements be constructed, anywhere on the property which are or might be unsafe or hazardous. Nothing shall be done or kept in the Community which will increase the rate of insurance on any Lot or Parcel without the approval of the Board, nor shall anything be done or kept in the Community which would result in the cancellation of insurance on any Lot, Parcel, Common Area or Common Facility, or which would be in violation of any law.

**B-5. EXTERIOR APPEARANCE/SIGNAGE** No sign, flag or other advertising device of any character shall be erected, placed on car tops, maintained or displayed upon any portion of the Community except the following:

- a) Signs, advertising or other devices, or miscellaneous paraphernalia shall not be exposed or attached in any fashion to or on fences and exterior walls or any other areas of buildings or grounds, including, but not limited to, all entrances into the communities, unless written approval has been obtained from the Board of Directors.
- b) One sign of reasonable dimensions advertising the home for sale or rent may be displayed in the window of a home, yard area or other areas designated by the Association. A normal "For Sale" sign (which may include a main sign not exceeding 18" x 24", plus up to three supplemental signs identifying the agent and the features of the house, not exceeding 6" x 24" each) may be erected. Only approved signage specifications may be utilized.
- c) A general contractors sign, not exceeding 24" x 36" containing only the name, telephone number and address of the building firm, may be erected and maintained during construction. Such sign can indicate if the residence is offered for sale.
- d) An "Open house" sign, professionally designed and not exceeding 18" x 24" may be erected on any of such Lots provided the residence to which the sign appertains is also located on such Lot.
- e) No other commercial signs will be permitted.

- f) Political signs will be allowed in front yard areas, as long as they do not interfere with landscapers, but must be taken down within 2 weeks after the election.

**B-6. ENTRANCE GATES. COMMON AREA LANDSCAPING AND SYSTEMS**

- a) When the gates are closed, members and guests can scroll the member's name on the intercom system to locate the member's code. They will key this code in on the keypad which will ring at your home, When your home phone rings, press the "9" on your phone.
- b) Numerical gate access codes should not be given out to anyone except those persons residing in the member's house.
- c) The entrance gates provide limited vehicle access and are programmed to close and open at certain speeds for safety reasons. When entering the Community and an unknown vehicle is behind you please stop immediately inside the gate to prevent unauthorized vehicles tailgating you into the Community.
- d) Gate transmitters can be purchased from the Association at a nominal cost plus handling charge. Owners are allowed to have transmitters equal to the number of vehicles allowable in their garage plus one.
- e) Gate codes, permanent or temporary, shall not be posted in any type of publication or on any signs in or around the community. However, realtors may post a **temporary** code in the confidential agent remarks section of the MLS. In the event that a temporary code is found to be otherwise published, the code will be deactivated. In the event that the permanent code is found to be published the homeowner could be responsible for all costs associated with changing the gate codes, this includes but is not limited to: all mailing cost, postage, time per hour.
- f) Common area time clocks and lighting systems are to be adjusted and/or set by authorized personnel only.

**B-7. MOTOR VEHICLE DEFINITION:**

**Trucks, Vans and Sports Utility Vehicles**

For the purpose of applying and enforcing parking restrictions, no motor vehicle classified by manufacturer rating as exceeding one ton, recreational vehicle, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or on any street so as to be Visible from Neighboring Property; provided, however, the provisions of this Section shall not apply to pickup trucks of one ton or less capacity with camper shells not exceeding seven feet in height measured from ground level and mini-motor homes, and/or passenger vans not exceeding eight feet in height and eighteen (18) feet in length which are parked as provided in paragraph (2) below are used on a regular and recurring basis for basic transportation. The provisions of this paragraph shall not apply to cleaning, loading or unloading and short-term parking in paragraph (2) below. No vehicle parked in a driveway may extend beyond the driveway onto the sidewalk or curb.

**Commercial Vehicles**

Commercial vehicles includes cars, trucks, vans, SUVs and other motor vehicles that display evidence that the same is used in whole or in part for work or business; including but not limited to signs, decal or logos; visible tools, equipment, materials or supplies, or storage compartments above cab height.



## **B-8. PARKING**

- a) Residents are encouraged to park their vehicles in the garage or driveways at all times.  
**Residents may not park in the private streets overnight or in any designated guest parking areas.** Guests may park on the private streets on an overnight basis not to exceed 72 hours in duration within a seven day period without the approval of Management or the Board of Directors. Guests who will be visiting longer must be registered with Management, including the make, year and license plate of the passenger vehicle. **There shall be no parking of any vehicles where posted by signs.**
- b) **NO BOATS, TRUCKS, VANS, HOUSE TRAILERS, CAMPER, RECREATION VEHICLE OR OTHER VEHICLES CONTAINING LIVING QUARTERS SHALL BE PARKED OR STORED ON ANY LOT OR PARCEL OR ON THE STREET IN FRONT OF SUCH LOT OR PARCEL; PROVIDED, HOWEVER THAT BOATS, TRUCKS, VANS HOUSE TRAILERS, CAMPER AND VEHICLES MAY BE KEPT IN A GARAGE WITH THE DOOR CLOSED AND PROVIDED FURTHER, THAT SUCH TRAILERS AND VEHICLES MAY BE PARKED TEMPORARILY IN A DRIVEWAY OR IN A STREET IN FRONT OF THE OWNER'S LOT OR PARCEL FOR A PERIOD OF NOT MORE THAN TWELVE (12) HOURS IN ANY 24 HOUR PERIOD. FOR PURPOSES OF LOADING AND UNLOADING AND CLEANING BEFORE AND AFTER TRIPS.**
- c) No Owner or resident shall use the Common Area private streets for the parking or storage of any automobile, truck, trailer, boat or vehicle of any type, except as may be specifically authorized in writing by the Association and/or as posted by signs.
- d) Garages may not be used for storing or parking any boat, motorcycle, camper, trailer, recreational vehicle or other personal property unless the same is fully enclosed in the garage and the garage door is kept closed. They are not to be used or converted for any type of living or recreational activities. Garages shall be kept clear so as to permit parking of at least two standard size automobiles.
- e) Garage doors must remain closed except for entering/exiting and when the garage is in use and attended.
- f) Residents must keep the driveways clean of any oil or other stains at all times.
- g) Visitors and guests within the Property shall use such parking areas or facilities as may be designated or authorized short term guest and visitor use by the Association.
- h) No boat or vehicle of any type (including motorcycles) shall be permanently or semi-permanently parked in or upon the public or private streets within the Community, or on any Lot or Parcel or driveway for the purposes of accomplishing repairs thereto or the reconstruction thereof except for emergency repairs and then only to the extent necessary to enable towing or similar movement of the vehicle. Routine maintenance of vehicles that can be accomplished in less than five (5) hours shall be permitted.
- i) All vehicles must display current license plates. Violators of the parking restrictions may have their vehicles towed at the Owner's expense.
- j) *Added 3/23/16:* Parking on the private streets in the Hillcrest neighborhood to access Rocklin High School is prohibited, including for residents of the Whitney Oaks community. In order to enforce this restriction street parking in the Hillcrest neighborhood (on Hillcrest Drive from Crest to Western Way (nearest Old Oak Tree), Vivien Way, Pheasant Lane, and Chasen Court) shall be limited to a maximum of three (3) hours per day on school days and during school events. Vehicles parked on the private streets in the Hillcrest neighborhood on these streets in excess of three (3) hours on school days or during the school events will be towed without notice.

k) *Added 3/2/16:* The window for tagging and towing particular vehicles shall be three (3) months. This means that if a tow tag is placed on a vehicle, the vehicle may be towed without further notice if parked in the community overnight within a 90-day time period.

**B-9. ANTENNAS** No outside television antenna, aerial or other similar device (collectively "video antennas") with a diameter or diagonal measurement in excess of 36 inches shall be erected, constructed or placed on any Common Area, Lot or Parcel. Video antennas with a diameter or diagonal measurement of 36 inches or less may be installed only if approved by the Architectural Review Committee.

**B-10. PETS** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other conventional household pets may be maintained within a home under the following conditions:

- a) Whenever pets are outside of the resident's lot, they must be on leash or otherwise under full control of the owner. No dogs shall be allowed to run loose.
- b) Residents must clean up after any mishap performed by their pets.
- c) Residents shall be responsible for any personal injury or property damage caused by their pets.
- d) Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be prohibited by order of the Board of Directors after notice and a hearing.
- e) No animals shall be kept, bred or maintained for any commercial purposes, or in unreasonable numbers.
- f) Residents should not leave pet food outside as it may attract wild animals from nearby natural areas.

**B-11. SPEED LIMIT** The maximum speed limit within the confines of Whitney Oaks private streets is 20 miles per hour or as posted.

**B-12. BUSINESS ACTIVITIES** No business or commercial activities of any kind whatsoever shall be conducted in any Residence, Condominium, garage or out-building on or in any portion of any residential Lot or Parcel.

**B-13. TRASH**

- a) No rubbish, trash or garbage shall be allowed to accumulate on Lots or Parcels. Any trash that is accumulated by an Owner outside the interior walls of a Residence shall be stored entirely within appropriate covered disposal containers and facilities which shall be screened from view from any street, neighboring Lot, Parcel or Common Area except containers may be placed at the curbs on the day of the scheduled refuse pick up. Owners shall subscribe to a weekly refuse collection service from the refuse collection franchise holder as required by City ordinances. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and improvements) shall be removed from the Property to a public dump or trash collection area by the Owner or tenant at his or her expense.
- b) All refuse containers, woodpiles, storage areas, machinery, equipment, signs and building materials shall be prohibited upon any Lot unless the same are stored in a place that is screened or hidden from view from the ground level of adjoining streets, Lots or Common Area.
- c) No quantities of manure, composting materials or decaying vegetation matter shall be stored in such quantities as to attract household pets or constitute an injury to the person or property of any other person. Such materials shall be stored in a manner so as to prevent the creation of obnoxious odors.

- d) On graded (as opposed to natural grade) Lots and graded Parcels, all fallen or dead trees shall be regularly removed and shall not be allowed to accumulate thereon.

**B-14 SPORTS FIXTURES**

- A. No basketball standards, hoops or backboards or other fixed sports or play apparatus shall be attached to the front of any Residence, garage or erected on any side yard forward of the mid-point of the Residence, measured from the front-most point to the back-most point, except that any such structure not exceeding six feet in height may be located anywhere in an enclosed side or back yard, except when a side or rear Lot line is shared with a Common Area parcel. With respect to Lots backing up or siding up to streets, the design and location of any such structures exceeding six feet in height shall be subject to approval by the Committee. With respect to Lots backing or siding up to Common Area or golf course property, the design and location of any such structures whether or not exceeding six feet in height shall be subject to approval by the Committee.

Portable basketball standards and other portable sports equipment are permitted in front yards when in ACTIVE USE. When persons are not physically present using the equipment, it must be lowered and stored in the garages or back yards. During Spring break of Rocklin schools for Kindergarten through 12<sup>th</sup> grade, and during the period from June 1 through August 31, portable basketball standards and other portable sports equipment may be placed in front yard areas during daylight hours while children are in and out of the house for play. Within ½ hour after sunset, such portable standards must be lowered and they, along with other portable sports equipment, must be stored in the garage or back yard. At no time is any sports equipment permitted in the streets, on sidewalks or in Common Areas.

*The Board of Directors reserves the right to further restrict the provisions related to portable sports equipment if nuisance conditions arise as a result of such use.*

- B-15. LANDSCAPING** Each Owner shall maintain all landscaping located within the Owner's lot. If landscaping of the lots is not installed by Declarant or builder, every Owner shall install permanent front yard landscaping within six (6) months and rear yard landscaping within twelve (12) months after the earliest to occur of the following three events: Occupancy of the residence, final inspection of the Residence by the City or Close of Escrow on a completed Residence.

All landscaping in the Community shall be maintained and cared for in a manner consistent with the standards of design and quality as originally established by Declarant or builder and in a condition comparable to that of other well maintained residential areas in the vicinity of the Community.

- a) All landscaping shall be maintained in a neat and orderly condition.
- b) Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced.
- c) All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed.
- d) Irrigation systems shall be fully maintained in good working condition to ensure continued regular watering of landscape areas, and health and vitality of landscape materials.
- e) Each Owner shall be responsible for all landscaping located within the Owner's lot and all landscaping in the adjacent public street right of way between the sidewalk and the back of the curb.

- f) In the event that the Owner responsible for the landscape maintenance fails to do so properly the Association may cause the appropriate work to be done and shall be entitled to reimbursement for the costs thereof. (At least fifteen days prior to the date any work is to be done by or under the direction of the Association the Owner of the subject lot shall first be given written notice and an opportunity to be heard before the Board).

**B-16. WINDOW COVERINGS** Curtains, drapes, shutters or blinds may be installed as window coverings. Sunscreens may be approved by the Architectural Review Committee on a case by case basis. No window shall be covered with aluminum foil, sheets or material not specifically designed for use as a window covering. Exterior window screens that are designed to inhibit sunlight intrusion and which impart an opaque, black appearance to the window are prohibited. The side of all permitted window coverings facing the window shall be white, beige or off-white in color, except that shutters may also have a natural wood color finish.

**B-17. NATURAL OPEN SPACE USE** Residents and their guests must stay on the designated pathways meandering the Association's natural open space. Care should be given when walking, jogging or bicycling in these areas as there are an abundant amount of wild animals and rodents including rattle snakes and possible dangerous species.

- a) There shall be no hunting, trapping or taking of any wildlife by other than the Master Association or as expressly permitted by the Master Association.
- b) There shall be no campfires, bonfires or open burning and no removal of vegetation except by the Master Association or governmental agency for controlled fire prevention purposes.
- c) There shall be no unauthorized motor vehicles, off-road or all terrain vehicles or motorized bicycles or motorcycles.
- d) No overnight camping shall be permitted.
- e) No one shall bring any dog or other pet into Natural Open Space Areas unless the same is leashed or otherwise attended and controlled and each Owner shall be responsible for removing any pet excrement.
- f) No waste materials, sewage, garbage, petroleum or other chemical product, paper, food or other foreign object shall be deposited or placed in the Natural Open Space, except that garbage may be placed in any container which the Master Association may place in the Natural Open Space expressly for that purpose.
- g) Access to Natural Open Space which is Community Common Area shall only be accessed at points designated by the Master Association and no Owner shall have any gate or other means of entry directly from his or her Lot or Parcel to Natural Open Space which is Community Common Area without the express written permission of the Master Association.

**B-18. BURNING AND FIRES ON LOTS** There shall be no exterior fires whatsoever on Lots with the single exception of barbecue fires within a receptacle designed for such purpose. No wood burning fireplaces or wood burning stoves are permitted within the Property unless they are EPA certified.

**B-19. ARCHITECTURAL CONTROL**

- a) The Architectural Review Committee has developed Design Guidelines and Supplemental Guidelines concerning exterior changes to your home and improvements to your lot. These guidelines conform with the CC&R'S of our Association. The purpose of these guidelines is to provide the required information and forms regarding any exterior changes and modifications of the home so the Committee may render its decision.
- b) When applying for approval, please send as much information as you can and include the following specific items:

1. Completed Application Form; 2. Exact location: use a scale drawing if applicable; 3. State color, size, composition and description; 4. Photo, sketch, copy of an advertisement or facsimile; 5. Contractor's name or company making the item etc.; 6. Two sets of plans.; and 7. Design review fee, if applicable.
- c) Please send all applications for approval to THE MANAGEMENT COMPANY at:

**Whitney Oaks Architectural Review Committee  
c/o The Management Trust, Northern California Division  
P.O. Box 1459  
Folsom, California 95763-1459  
ATTN: Community Manager**

**Please remember that you must get approval BEFORE making any changes or additions.**

- d) Alterations, additions or modifications made to your lot or the exterior surfaces of your home must have prior written approval from the Architectural Review Committee or the Board of Directors. This includes landscaping, solar energy systems, fences, walls, sun screens, bamboo blinds, decks, lattices, pools, spas, color changes, sheds, any sports apparatus, etc.
- e) Any alterations that do not have prior written approval by the Committee or Board of Directors will be removed by the homeowner and the area will be restored to its original condition. Should the homeowner fail to comply, the Association will pursue its legal remedies including, but not limited to having the alteration removed at the owner's expense.
- f) In addition, the Board of Directors may also assess fines of not less than \$10.00 per day or more than \$50.00 per day for non-compliance of Board requests to have non-approved alterations restored to their original condition.

## **B-20. RECREATION FACILITIES (updated 8/2011)**

### **1) Pool Rules:**

- a) The pool areas are open between the hours of 7:00 a.m. - 10:00 p.m. The pool areas may **NOT** be reserved for private use.
- b) All Members are required to have in their possession their numbered "Member Identification Tag" attached to their common area key Failure to do so may result in denial of access to the facilities.**
- c) Appropriate swimming attire is required. No cutoffs, jeans, etc.
- d) All bobby and hair pins must be removed before entering the pool area.
- e) Radios, record players and other audio devices are not permitted in the pool areas, unless they are used with earphones.
- f) Diving, cannon-balling, running, skateboarding, bicycling, skating, boisterous play and animals of any kind are not permitted in the pool areas.
- g) Only unbreakable containers are permitted in the pool areas and must be removed following use. **NO GLASS CONTAINERS ARE PERMITTED.**
- h) No alcohol may be consumed in the pool area.**
- i) Suntan oils and lotions are to be showered off prior to entering the pool.
- j) The pool is closed during maintenance services.
- k) No smoking within the enclosed pool area.
- l) Barbecues are not permitted in the pool area or sidewalks at the Recreational Facilities.
- m) Lap lane is for lap swimming only.
- n) Hanging or playing on lane divider is prohibited.

- o) Profanity, improper behavior, intoxication and vulgarity are prohibited.
  - p) No toys, tubes or mattresses of any kind are allowed in the pool area except in special circumstances.
  - q) Throwing objects such as baseballs, footballs, rocks, etc. is prohibited within the pool area.
  - r) Only one Member Identification Tag and common area key will be issued to each household. Replacement keys and tags will cost \$15.00 each. If your permit number is not on the list given to the pool monitor, you are to contact management.
  - s) All incontinent swimmers must wear swim diapers.
- 2) **Patio Furniture:**
- a) Patio furniture shall always be returned to the original location and adjustment; please lower umbrellas when done using them.
  - b) Towels should be used to avoid suntan lotions from contacting the surface as this accelerates the wear of the furniture.
- 3) **Common Area/Lawn Area:**
- a) Games, use of towels, blankets, umbrellas and canopies are permitted.
  - b) No tarps, barbecues, tents or flooring such as Slip n' Slides, toddler pools, etc.
  - c) No activities that will damage the lawn are permitted.
- 4) **Guests:** It is the responsibility of each Member to accompany any guests to the pool areas. The number of guests should be limited so that other Members may have reasonable use of the pool facilities at all times.
- 5) **Children:**
- a) Children under the age of fourteen (14) should not use the pool unless accompanied by an adult 18-years of age or older. There is no life guard on duty. Parents are responsible for their children.
- 6) **Exercise Room:**
- a) Use of the equipment is on a first come basis.
  - b) The equipment should be wiped clean of any perspiration after use. Equipment is not to be moved.
  - c) The exercise room is available from 6:00 a.m. to 10:00 p.m.

**Persons who violate these rules may lose their privileges.**

Revised and Adopted: August 17, 2011  
Date

Attest: Stanley Laderman  
Stan Laderman, President

8/17/11  
Date

Julie Stadel  
Julie Stadel, Secretary

8-17-11  
Date

**B-21. HOLIDAY DÉCOR**

Door and other exterior decorations are permitted during holidays with the following guideline:

- a) Must not be put out until one month before the holiday and removed no longer than 2 weeks after the holiday.

**C. ENFORCEMENT**

Reimbursement Assessment (Fines): To ensure compliance with the above mentioned rules, Owners may be fined According to the fine schedule below. Fine amounts are to be set by the Board of Directors based on the merits of each violation.

1 <sup>st</sup> Violation	Warning or fine: \$50.00
2 <sup>nd</sup> Violation	Same offense: \$100.00
3 <sup>rd</sup> Violation	Same offense: \$200.00
Additional/Continuing violations	Same offense: \$100.00 per day may accrue until the violation is cured
Vandalism, Endangering others	Fines up to \$500.00 per incident, depending on the Violation.
Suspension of Privileges	In addition to or in lieu of fines, privileges may be suspended for up to 30 days.

**Speeding Violations**

1 to 15 miles over the speed limit	\$50.00 1 <sup>st</sup> Offense
1 to 15 miles over the speed limit	\$100.00 2 <sup>nd</sup> Offense
1 to 15 miles over the speed limit	\$200.00 3 <sup>rd</sup> Offense
1 to 15 miles over the speed limit	\$200.00 + \$100.00 each additional offense.
16 to 25 miles over the speed limit	\$150.00 1 <sup>st</sup> Offense
16 to 25 miles over the speed limit	\$250.00 2 <sup>nd</sup> Offense
16 to 25 miles over the speed limit	\$350.00 3 <sup>rd</sup> Offense
16 to 25 miles over the speed limit	\$350.00 + \$100.00 each additional offense

Due Process Requirements: Before the Board imposes any monetary penalties or suspension of membership rights or Common Area use privileges against any member for failure to comply with

the Declaration, the Bylaws or the Association Rules, the Board must act in good faith and satisfy each of the following requirements:

1. The member must be given 10 days prior written notice specifying the nature of the damage or violation and stating the time, date and place that the member will have an opportunity to be heard. Notice may be delivered personally or by mail. If the notice is given by mail, it must be sent by first class and registered mail to the last address of the member as shown on the Association's records.
2. The member will be given an opportunity to be heard, orally or in writing, by the Board. Members shall have the opportunity to present witnesses on the member's behalf and to cross-examine any witnesses that may testify against the member. After the hearing, the Board shall determine whether owner damage or a violation has occurred and, if so, may impose a "Reimbursement Assessment" which shall become effective not less than five (5) days after the date of the hearing or the Board may take such other action as may be appropriate.



# **WHITNEY OAKS COMMUNITY ASSOCIATION**

## **ASSESSMENT COLLECTION POLICY**

**DECEMBER 2005**

All regular assessments are due, in advance, on the FIRST (1) day of each month and are delinquent if not paid in full and received by mail within FIFTEEN (15) days of the due date. Special Assessments and Special Individual Assessments are due on date(s) specified upon imposition and each installment thereof shall be delinquent if not received within FIFTEEN (15) days after it is due. A late fee will be added monthly to the outstanding and delinquent amounts.

If any portion of any such assessment, late charge, or cost of collection remains unpaid sixty (60) days after the original due date, a "Notice of Intent to Lien" will be prepared and sent to the record of owner(s) by certified mail. The Notice will, among other things, state the current charges owed by the owner(s) and any additional information required by California Civil Code Section 1367.1 or comparable superseding statute. Please be advised that the Association has the right to collect all reasonable costs of collection.

If all such amounts have not been received ninety (90) days after the original due date thereof, or thirty (30) days after the mailing of a "Notice of Intent to Lien", whichever is later, a Notice of Delinquent Assessment ("Lien") will be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount secured by the lien.

If all such amounts have not been received, in full, within thirty (30) days after the recordation of such Lien, the Association may, without further advance notice, proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of the property owners.

The Board may, for good cause based upon the Board's sole discretion, agree to a payment plan which permits payment of the delinquent assessment(s), late charges, and cost of collection.

Unless the Board agrees to a payment plan, all amounts due pursuant to this policy, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.

All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until which time all assessment balances are paid, and then to late charges, and costs of collection unless otherwise specified by written agreement.

The Association shall charge a "returned check charge" of thirty dollars (\$30) for all checks returned as "non-negotiable", "insufficient funds" or any other reason.

All above-referenced notices will be mailed to the record owner (s) at the last mailing address provided in writing to the Association by such owner (s).

The mailing address for overnight payment of assessments is Western Sierra Bank, 1545 River Park Dr. Suite 200, Sacramento, CA 95815 Attention: Cash Management. A different address for delivery of assessment and related payments may be designated by the Board from time-to-time.

The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

All assessments are to be made payable to your Association and mailed to P.O. Box 13280, Sacramento, CA, 95813. Membership assessments may not be delivered to Board Members or Kocal Management Group, Inc.

### **MINUTES OF THE BOARD MEETINGS**

Members may receive copies of the Association Board meeting minutes by requesting same, in writing, from the association manager. There is a minimal copying charge for this service.

**WHITNEY OAKS COMMUNITY ASSOCIATION  
ARCHITECTURAL REVIEW COMMITTEE  
SUPPLEMENTAL DESIGN GUIDELINES  
EFFECTIVE: MARCH 15, 1998**

The Declaration of Covenants, Conditions, and Restrictions (CC&R'S) for Whitney Oaks Community Association in the City of Rocklin, County of Placer, recorded on August 20, 1997, in the office of the Placer County Recorder in Document #97-0049461-00, and any amendments thereto (CC&R'S) and specifically Article 5, Section 5.02 of the CC&R'S, authorize the formation of an Architectural Review Committee which shall have the duty to consider and act upon such proposals or plans submitted to it pursuant to the terms of the CC&R'S, to adopt Architectural Review Committee Design Guidelines, and to carry out all other duties imposed upon them by the CC&R'S.

Article 5 of the CC&R'S provides that no alterations, modifications, additions, or other improvements including fences, walls, structures of any kind, awnings, screens, etc. may be made to the exteriors of residences and/or lots without obtaining architectural approval in accordance with the provisions of the CC&R'S and subject to the approval of the City of Rocklin.

The buildings, structures and other projects requiring prior review and approval by the Architectural Review Committee (collectively, "Improvements") include any change of a Lot, Parcel or to the Common Area from natural grade, all structures, landscaping and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, walkways, trails, the paint on all exterior surfaces, waterways, sprinkler pipes, irrigation systems, storm drainage systems, garages, swimming pools, hot tubs, spas, tennis courts and other recreational facilities, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, fire breaks, poles, signs, exterior air conditioning and water softener fixtures or, equipment and solar equipment. A fence shall include fences, walls and other similar barriers, whether made of living or inert material.

**1.0 SUBMISSION OF PLANS FOR APPROVAL**

In addition to the Whitney Oaks Design Guidelines dated September 20, 1996, the following Guidelines have been adopted by the unanimous vote of the Members of the Architectural Review Committee and apply to submission of plans for approval by the Architectural Review Committee. **These Guidelines contain minimum standards and any plans submitted which do not meet or exceed these standards shall not be approved.**

1.1 All plans, specifications and any work thereunder must conform to the requirements of the CC&R'S or these **Guidelines**, whichever is more restrictive. In the event of a conflict between these **Guidelines** and the CC&R'S, the more restrictive shall apply. It shall not be the obligation of the Architectural Review Committee to determine if plans, specifications or any work thereunder comply with any governmental law, ordinance or regulation, including but not limited to applicable laws regarding building permits, building codes and standard or safety regulations. All applicants must comply with such laws, ordinances and regulations, in addition to the CC&R'S and these **Guidelines**. **The Architectural Review Committee shall have no responsibility to determine the structural or drainage adequacy of any plans submitted for approval.**

1.2 The Architectural Review Committee may review and act upon plans submitted by prospective Owners prior to their acquisition of title. Any such action of the Architectural Review Committee for prospective Owners shall be conditioned upon such prospective buyer acquiring a fee simple

interest in the property described in the plans. Such approval is not applicable to any other property without the express written consent of the Architectural Review Committee.

- 1.3 Plans must be submitted **IN DUPLICATE AND ACCOMPANIED BY THE APPROVED APPLICATION**, showing the Homeowner's name, address, lot, number, telephone number, and Owner's signature, to:

Whitney Oaks Architectural Review Committee  
c/o KOCAL MANAGEMENT GROUP  
P.O. Box 1459  
Folsom, California 95763-1459

- 1.4 Professionally prepared plans and specifications must be drawn to scale, showing nature, kind, shape, height, materials, location, color and dimensions of existing structures, driveways, sidewalks and fences, as well as location, setbacks, color and dimensions of proposed additions and/or improvements, including but not limited to patios, patio covers, landscaping areas, walls and fences, gazebos, screens, structures of any kind, sports apparatus, balconies, spas and pools. Plans shall be accompanied by an application and a description and/or sample of all materials and colors proposed to be used and a proposed construction schedule.
- 1.5 All Landscaping plans shall include the type of sodding, seeding, trees, hedges, shrubs, drainage and irrigation system. Driveway or walkway additions should match the existing driveways/walks.
- 1.6 Any submittal for initial Improvements on a Lot or for additional improvements which may affect drainage shall include a drainage plan. Drainage plans for downhill Lots or Parcels must be designed to accept drainage from uphill Lots or Parcels.
- 1.7 Lots that are not adjacent to the common area open space or golf course property, backyard landscaping plans need only to show any structures or trees that will exceed the height of the existing fence or are visible from adjoining lots or streets. Backyard hardscape (walkways, patios, etc.) and decks which are not visible from the streets or exceed the height of the fence do not need Committee approval. Full landscape plans are required for lots adjacent to or back up to the common area open space and golf course property.
- 1.8 **POSITIVE DRAINAGE MUST BE CONSIDERED TO ASSURE THAT WATER DOES NOT DRAIN TOWARDS THE FOUNDATION OR INTO A NEIGHBORS YARD.**
- 1.9 If there is a particular view of importance or obstruction to any Homeowner, it should be noted.
- 1.10 The Architectural Review Committee may request any additional information, plans and details as it reasonably sees fit to adequately review the request for approval.
- 1.11 **Within forty five (45) days of receipt of plans for approval which comply with the above Guidelines, the Architectural Review Committee shall review the plans (as set forth under "Architectural Review Committee Meetings" below) and shall grant written approval, written denial, or a written request for additional information or clarification of information submitted. Any plans submitted which do not comply with these Guidelines may be rejected by the Architectural Review Committee. Such rejection shall be accompanied by a statement of what deficiencies must be corrected prior to formal review by the Architectural Review Committee.**
- 1.12 **The Committee shall not be obligated to begin its review of a proposal until a complete application is submitted. Any application for approval of Residences, swimming pools and other structural improvements must include grading and drainage plans and specifications**

**and plans for structural improvements must show four elevations. The Architectural Review Committee may require that a model of the proposed construction be submitted as a condition of its final review, if the Committee deems a model is necessary. Finally, approval from the Architectural Review Committee must be obtained by an Owner prior to the Owner's submission of the same Improvement project to Placer County for a building permit or other governmental approvals.**

## **2.0 GENERAL ARCHITECTURAL GUIDELINES**

The following are general guidelines which the Architectural Review Committee will follow in approving or disapproving your plans. The Committee reserves the right to amend them from time to time without prior notice. For more specific guidelines please refer to the CC&R'S and Article VI (Minimum Construction Standards).

**2.1 Patio Structures, Sunshades, Arbors, Sheds, Trellises, and Gazebos:** Structures shall be made of wood or masonry construction only.

2.2 The side elevations of the above structures shall not be enclosed in any manner, except for sheds and in the case where a wall on a main dwelling forms a natural enclosure to some or all portions of a side elevation.

2.3 The following materials shall NOT be used for the roof (top cover surface) on sheds, patios and sunshades:

- A. Metal structures and supports, including metal awnings.
- B. Plastic and fiberglass panels.
- C. Plastic webbing, reed or straw like materials.

2.4 No balcony may be built that may infringe upon a neighbor's privacy unless the neighbor gives their consent in writing. Such consent letter shall be attached to the submitted plans.

2.5 No cutting into or encroachment upon a slope or hillside will be permitted without approval first obtained from the Architectural Review Committee. Slope areas within any lot shall be maintained by the Owner in a neat, orderly and safe condition and in such a manner as to enhance their appearance, maintain established slope ratios, prevent erosion and sliding problems and to facilitate orderly discharge of water through drainage systems. No structure, planting, debris or other materials shall be placed or permitted to remain or other activities undertaken which might damage or interfere with established slope ratios, create erosion or sliding problems, or interfere with established drainage function or facilities.

### **2.6 SPORTS FIXTURES**

- A. No basketball standards, hoops or backboards or other fixed sports or play apparatus shall be attached to the front of any Residence, garage or erected on any side yard forward of the mid-point of the Residence, measured from the front-most point to the back-most point, except that any such structure not exceeding six feet in height may be located anywhere in an enclosed side or back yard, except when a side or rear Lot line is shared with a Common Area parcel. With respect to Lots backing up or siding up to streets, the design and location of any such structures exceeding six feet in height shall be subject to approval by the Committee. With respect to Lots backing or siding up to Common Area or golf course property, the design and location of any such structures whether or not exceeding six feet in height shall be subject to approval by the Committee.

Portable basketball standards and other portable sports equipment are permitted in front yards when in ACTIVE USE. When persons are not physically present using the equipment, it must be lowered and stored in the garages or back yards. During Spring break of Rocklin schools for Kindergarten through 12<sup>th</sup> grade, and during the period from June 1 through August 31, portable basketball standards and other portable sports equipment may be placed in front yard areas during daylight hours while children are in and out of the house for play. Within ½ hour after sunset, such portable standards must be lowered and they, along with other portable sports equipment, must be stored in the garage or back yard. At no time is any sports equipment permitted in the streets, on sidewalks or in Common Areas.

*The Board of Directors reserves the right to further restrict the provisions related to portable sports equipment if nuisance conditions arise as a result of such use.*

B. Television or radio poles, satellite dishes, cables or antennae of any description installed outside of a dwelling are strictly prohibited if visible from the common area or another lot unless approved by the Board of Directors.

2.7 **Fences:** No fences, hedges or walls shall be erected or maintained other than those initially installed by Declarant, unless first approved by the Architectural Review Committee. Fences, **including painting**, shall be of a material that is compatible with the surroundings and of a material similar to that of existing fences. Fences over six feet in height (as measured from a level area adjacent to such fence) which obstruct the view of any neighbor or are visible from the common areas, streets or adjoining lots, will require the written approval of the affected neighbor, as well as approval from the Architectural Review Committee and the City of Rocklin.

No landscaping or fences installed shall prevent adequate driver visibility from the streets within the project.

2.8 **Signs:** Please refer to Article VII, Section 7.02 (n) of the CC&R'S regarding various sign uses permitted and Section B-5 of the adopted Rules and Regulations.

2.9 **Landscape Materials: - Revised July 26, 2001** - All lots shall be landscaped with a combination of trees, shrubs, ground cover, lawn, natural vegetation and limited decorative rock, bark and similar materials. Landscaping shall be designed so as to compliment protect and harmonize with the natural terrain, existing trees and vegetation and shall be consistent with generally accepted, customary, and conventional landscape design. Stone, gravel, concrete and similar materials shall be used only for complimentary and supplementary purposes and no lot shall be covered predominately with such materials. Ornaments such as statues, sculptures, birdbaths, fountains, etc., should be used as decorative accents or focal points within the overall landscape design. They should not dominate the site and must be of a size that is proportional to the scale of the setting in which it is used. Generally, these items should be composed of wrought iron, brick, stone, clay or concrete. Certain materials are generally unacceptable for placement in front-yard areas. Examples of unacceptable materials are: brightly colored plastic or fiberglass, and highly reflective or unpainted metal.

2.10 **Commercial Use:** No part of any residence shall be used, or cause to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing vending or non-residential purposes unless specifically permitted by local ordinance and Article VII, Section 7.02 (m), of the CC&R'S.

2.11 **Utility Service:** No lines, wires, or other devices for communication or transmission of electric current or power, shall be constructed, placed or maintained anywhere in or on any lot, unless

contained in conduits or cables underground or concealed in, under or on a building or other approved structures, excluding temporary power or telephone services incidental to construction of approved buildings.

- 2.12 **Temporary Occupancy:** No trailer, tent, shack, barn, garage, basement of any incomplete building, or temporary building or structure will be used as a residence, either temporary or permanent.
- 2.13 **Nuisances:** No plans shall be approved which might, in the opinion of the Architectural Review Committee, render any lot portion thereof, unsanitary, unsightly, harmful or detrimental to any property in the vicinity or to the occupants thereof. No exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes shall be located, used or placed on any lot.
- 2.14 **Clothes Drying Facilities:** No outside clotheslines or other outside clothes drying or airing facilities are allowed on a lot.
- 2.15 **Fires:** No exterior fires whatsoever, except barbecue fires contained within receptacles designed for such purpose, are permitted. Only EP A certified wood stoves are allowed to be installed.
- 2.16 **Mailboxes:** Mailboxes and mailbox structures, unless installed by Declarant, must be approved by the local postal authority and the Architectural Review Committee.
- 2.17 **Structures for Animals:** No structure for the care, housing or confinement of any animal shall be maintained so as to be visible from neighboring property unless approved by the Architectural Review Committee. **Please refer to Article VII, Section 7.02 (o) of the CC&R'S for additional animal restrictions.**
- 2.18 **Outside Lighting:** No exterior yard lighting without adequate and proper shielding shall be installed on any residence or erected in any yard without Committee approval.
- 2.19 **Approval of City of Rocklin:** Without approval of the City of Rocklin, no Owner may construct an addition to or remodel a residence, or construct or architecturally alter a swimming pool, spa, accessory structure, or fence.
- 2.20 **Storage of Materials:** Storage of construction materials is not allowed in the streets. Construction debris shall be removed from the front yard of a residence on a daily basis.
- 2.21 **Minimum Setbacks:** Minimum setbacks for all structures including accessory structures (pools, spas, sheds, etc.) shall be in accordance with the City of Rocklin Codes and Ordinances.
- 2.22 **Construction Activities:** Construction activities are permitted Monday through Friday, 7:00 a.m. to 8:00 p.m. and Saturday/Sunday 8:00 a.m. to 6:00 p.m. only, unless prior approval is received from the City of Rocklin Chief Building Inspector based on special circumstances such as adverse weather conditions.

### **3.0 ARCHITECTURAL REVIEW COMMITTEE MEETINGS**

- 3.1 The Architectural Review Committee shall meet as necessary to properly perform its duties. The Committee can convene by telephone if necessary.
- 3.2 Notice of meetings shall not be in writing and may be given by telephone. Meetings shall be held not more than thirty days after receipt of a plan submitted for approval.
- 3.3 The Committee shall keep records including copies of its Rules, Guidelines and Procedures, plan approvals and/or rejections, and copies of correspondence to Homeowners and others.
- 3.4 In reviewing plans, the Committee may, but is not obligated to, have the plans reviewed by and consider the opinions of professional consultants and others including those who are not Members of the Association, conduct open hearings and consider evidence and comments from all relevant sources, and make a personal inspection of the property involved without the presence of other Members of the Architectural Review Committee or the Owner of the property. If the Architectural Review Committee chooses to conduct an open hearing, at least five (5) days prior written notice of such hearing must be given to the Owner submitting plans for approval. Such hearing may be adjourned and reconvened at a time no later than twenty-five (25) days from the date the plans were submitted for approval.
- 3.5 The Architectural Review Committee Members will review the plans and either grant approval in entirety, disapproval in entirety, or approval subject to conditions. Management shall notify the Homeowner in writing of the action taken by the Committee.
- 3.6 Any Member of the Architectural Review Committee, or any consultant retained by the Architectural Review Committee who has an ownership or financial interest in the property for which an application is being processed, or is legally related to the applicant, must disqualify himself or herself from participating in the architectural review process of that application.
- 3.7 Approval of any plan by the Architectural Review Committee does not waive the necessity of obtaining City permits which may be required. If Architectural Review Committee approval is obtained and modifications to the plans are required by the City or other authority, such modification to the plans must be reviewed and approved by the Architectural Review Committee pursuant to procedures set forth in these Guidelines, prior to the start of any work.

### **4.0 PROCEEDING WITH WORK**

- 4.1 Upon receipt of approval from the Architectural Review Committee, the Owner shall begin and complete work within one year from the date of approval or approval given shall be deemed revoked.

### **5.0 NON-COMPLIANCE AND ENFORCEMENT PROCEDURES**

- 5.1 If the Architectural Review Committee finds that the work has not been done in substantial compliance with the approved plans, the Committee shall notify the Owner in writing and request that the Owner remedy same. Notice of non-compliance or non-completion may be recorded by the Association in accordance with Article V, Section 5.09 (b), of the CC&R'S. If the Owner fails to remedy the non-compliance within thirty days after the date of the notice of non-compliance, the Architectural Review Committee shall then set a date on which a hearing will be held before the Committee.

## **6.0 WORK PERFORMED WITHOUT PRIOR APPROVAL**

6.1 If work is commenced or completed without Architectural Review Committee approval, the Committee may require the Homeowner to submit plans for approval and may approve or disapprove the plans, notwithstanding the fact that work has commenced prior to Architectural Review Committee approval. If plans submitted for approval are found to be in violation of the CC&R'S, these Guidelines or otherwise by the Architectural Review Committee, or the Owner fails to submit plans as requested by the Architectural Review Committee within thirty days after the date of written request from the Architectural Review Committee, the Architectural Review Committee shall then set a date on which a hearing will be held before the Committee.

6.2 In the event the Architectural Review Committee receives a complaint that work has been commenced or completed without Architectural Review Committee approval, the following procedures will be taken.

- A. The Architectural Review Committee will make an investigation to verify the complaint is accurate.
- B. The Architectural Review Committee will make a determination whether such construction is in violation of the CC&R'S, including the failure to obtain Architectural Review Committee approval.
- C. If a determination of violation of the CC&R'S is made by the Architectural Review Committee, the Committee will notify the Owner in writing of the violation and request that the violation be remedied.
- D. If, within thirty days from the date of notice of violation, the Owner fails to remedy the non-compliance, the Architectural Review Committee shall set a date on which a hearing will be held before the Committee.

## **7.0 GENERAL CONDITIONS**

7.1 Any condition or material not defined within these Rules and Guidelines shall become a matter of judgement on the part of the Architectural Review Committee unless described in the CC&R'S. See the CC&R'S for the general use restrictions.

7.2 Neither the Architectural Review Committee nor any Member thereof shall be liable to any Owner for any damage, loss, or prejudice suffered to claimed on account of:

- A. the approval or disapproval of any plans, drawings and specifications, whether or not defective;
- B. the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- C. the development of any property within the project; provided, however, that such Member has acted in good faith on the basis of such information as may be possessed by him.

7.3 Pursuant to Article V, Section 5.01(d) of the CC&R'S, "Declarant" under the CC&R'S is exempt from the Architectural Review Committee; therefore, these Architectural Review Committee Guidelines shall not apply to the Declarant.

7.4 The Architectural Review Committee Guidelines may be amended only by a unanimous vote of the Architectural Review Committee and a majority vote of the Board of Directors.

END OF ARCHITECTURAL REVIEW COMMITTEE  
SUPPLEMENTAL DESIGN GUIDELINES



# WHITNEY OAKS COMMUNITY ASSOCIATION

## Solar Energy System Guidelines

Adopted: September 21, 2011

Solar energy systems, also known as solar panels, are allowed if approved by the Architectural Review Committee. Homeowners must submit an Architectural Application for approval of their solar energy system and installation along with a \$50.00 processing fee, prior to installation. The Architectural Review Committee reserves the right to impose reasonable restrictions on the solar energy system and installation thereof, including, but not limited to, the following provisions:

1. A construction drawing showing the locations where the solar electric modules (aka solar panels) are to be mounted must be submitted with Homeowner's Request for Approval. Once approved, the number and location of solar panels cannot change from the specifications set forth in the construction drawing. Solar energy system installations shall be done in a manner to reasonably reduce visibility from the street or common areas, to the extent possible and allowed by law.
2. A specification sheet or brochure detailing the solar energy system materials to be used must be submitted with Homeowner's Request for Approval. Once approved, the solar energy system specifications may not materially deviate from those submitted.
3. Solar panels must be installed on the plane of roof material (flush mounted) or ground mounted out of view of the common area as much as possible.
4. All ground mounted solar units must be installed so that they are not visible from the streets unless the installation results in an increase in the installation costs in excess of \$2,000.00 or a decrease in the efficiency of the panels in excess of 20%.
5. Ground mounted solar panels must be screened by plants from view of adjacent homes unless the screening results in an increase in the installation costs in excess of \$2,000.00 or a decrease in the efficiency of the panels in excess of 20%.
6. Aluminum trim, if used and visible, must be anodized or otherwise color treated.
7. All exterior conduits must be installed out of sight, such as in the attic or under the eaves, and/or color coded to match the tile roof, eaves or stucco where it is not reasonably possible to conceal them. The inverter, DC and AC disconnect boxes, any alterations to the existing 200 amp main electrical panel, and any other exterior system components (excluding the solar panels) must also be concealed and/or color coded to blend with the structure.
8. Solar panels must be firmly secured to the roof in accordance with local building codes.
9. The solar energy system shall meet all applicable health and safety standards and requirements imposed by state and local permitting authorities.
10. Homeowner must provide for the maintenance, repair or replacement of the roof and solar energy system to the satisfaction of the Whitney Oaks Community Association. In particular, the solar panels must be kept free of dried leaves to avoid fire danger, and cleaned at least twice a year.
11. The approval of this solar energy system does not create or grant any solar easement, and no guarantees as to future solar easements are made.