
Whitney Oaks Community Association Rules for Repairing Utilities in Unit 39 and Unit 44

RECITALS

- A. Whitney Oaks Community Association (the "Association") is the entity formed to manage and govern the Whitney Oaks development (the "Development") in accordance with the *First Restated Master Declaration of Covenants, Conditions and Restrictions for Whitney Oaks*, recorded on March 23, 2015, as Document No. 2015-0021141-00 in the Official Records of Placer County, California (the "Declaration" or "CC&Rs").
- B. Units located in the area of the Development that is more commonly referred to as Unit 39, are subject to the *Declaration of Annexation, Supplemental Declaration, and Reservation of Easements for Phase 3, Parcel 72, Unit 39*, recorded on September 3, 2003, as Document No. 2003-0150873 in the Official Records of Placer County, California (the "Unit 39 Supplemental Declaration").
- C. Units located in the area of the Development that is more commonly referred to as Unit 44, are subject to the *Declaration of Annexation, Supplemental Declaration, and Reservation of Easements for Phase 3, Parcel 91, Unit 44*, recorded on December 24, 2003, as Document No. 2003-0211047 in the Official Records of Placer County, California (the "Unit 44 Supplemental Declaration").
- D. The Declaration, Unit 39 Supplemental Declaration, and Unit 44 Supplemental Declaration establish that an Owner is responsible for maintaining, repairing, and replacing utility lines, including water service lines, that exclusively serve their Unit, even if the utility line exclusively serving their Unit runs underneath real property that is considered Common Area.
- E. Section 5.6 of the Declaration authorizes the Board of Directors (the "Board") to adopt operating rules to govern, among others, the use of Common Area and the performance of maintenance responsibilities in the Development.
- F. Alterations to Common Area, including alterations to perform maintenance and repairs that are an Owner's responsibility, require prior written Board approval, as provided in Section 2.5 and Section 4.5 of the Declaration. The Board may impose reasonable restrictions, including these Rules, on how an Owner can carry out their maintenance responsibilities under the Declaration, Unit 39 Supplemental Declaration, and Unit 44 Supplemental Declaration, if performance of Owner's responsibilities involves: (a) constructing, reconstructing, refinishing, altering, or maintaining any Improvement upon Common Area, (b) making or creating any excavation or fill upon Common Area, (c) changing the natural or existing drainage of Common Area, or (d) planting, removing, or destroying any seed, plant material, tree, shrub, or other vegetation upon Common Area.
- G. The following terms and conditions have been put in place as a mechanism that will allow an Owner to carry out their maintenance, repair, and replacement responsibilities as it relates to utility lines that exclusively serve their Unit and the maintenance, repair, or replacement of these utility lines involves altering Common Area. All of the following restrictions and requirements must be adhered to in order to facilitate a beneficial working relationship between an Owner seeking to carry out the above-described maintenance responsibilities and the Association that is responsible for maintaining Common Area. So long as the following terms

and conditions are agreed to and complied with, an Owner will be able to apply for Board authorization to carry out their responsibilities that involve altering the Common Area.

H. These Rules shall only apply to Units located in Unit 39, which are subject to the Unit 39 Supplemental Declaration, and Unit 44, which are subject to the Unit 44 Supplemental Declaration. Both Unit 39 and Unit 44 are subject to the Declaration.

I. The terms defined in the Declaration, Unit 39 Supplemental Declaration, and Unit 44 Supplemental Declaration shall have the same meaning when used herein unless context clearly indicates a contrary intent. The Board adopted these Rules in accordance with relevant provisions of the Declaration and the California Civil Code.

RULES

1. Architectural Application. Detailed plans and specifications showing the location where Owner intends to alter the Common Area when carrying out their responsibility to maintain, repair, and replace utility lines exclusively serving their Unit, along with the locations where Owner intends to cut into the surface of the Common Area and locations in the Common Area the Owner intends to temporarily occupy, shall be submitted as part of an architectural application to the Board. Plans must include elevations calling out specific paths of travel for other utility lines that are located in a location near the utility line that Owner seeks to maintain, repair, or replace. The Board's approval or denial of this application shall be in writing. If an application is not denied in writing within forty-five (45) days from the date the Board receives the application, the application shall be deemed approved unless the delay is the result of the Association's reasonable request for additional information. All work described in Owner's application shall be collectively referred to as "Work."

2. Reduce Alterations to the Common Area. Proposed Work shall be performed in a manner to reasonably reduce alterations to Common Area, to the extent possible and allowed by law.

3. Compliance with Law. The proposed Work shall comply with all federal, state, and local ordinances; health and safety requirements; and zoning and permit requirements.

4. Licensed Contractor. Owner shall engage a licensed and bonded contractor to perform the proposed Work.

5. No Deviation. Once approved, the application and specifications contained therein shall not deviate from the plans the Board approved.

6. Commencement and Completion of Approved Work.

6.1 Commencement. Upon receipt of approval pursuant to these Rules, Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of the Work pursuant to such approval, commencement to occur within ninety (90) days from the effective date of such approval or upon such later date as the Board may, in its discretion, designate. If Owner fails to comply with this paragraph, any approval previously given shall be deemed revoked unless the Board, upon Owner's written request made prior to the expiration of the time for commencement, extends the time for such commencement.

6.2 Completion. Owner shall diligently and continuously proceed with the completion of all Work, which shall not continue beyond ninety (90) days after commencing construction thereof, except and for as long as such completion is rendered impossible or would result in great hardship to Owner due to strikes, fires, national emergencies, global pandemics, natural calamities, or other supervening forces beyond Owner's control or the control of their agents. The Board may, in its discretion, extend the time to complete the Work. If Owner fails to comply with this Section, the Board shall proceed as though the failure to complete the installation was not in compliance with the approved plans.

7. Owner Responsibility.

7.1 Damage.

7.1.1 Owner, and each successive Owner (including, but not limited to, the Owner's heirs, successors, and assigns), shall be responsible for the costs of any damage to the Common Area and Association arising from the Work.

7.1.2 In the event of damage to the Common Area or Association, Owner shall promptly notify the Association and shall not perform any restoration work. The Association will repair the Common Area and charge the cost back to the Owner as a Reimbursement Assessment.

7.2 Indemnification. Owner shall indemnify or reimburse the Association and its Members for all loss or damage connected to the Work.

7.3 Safety. Owner is responsible for ensuring that the locations where Work is being performed is performed in a manner to reasonably protect other individuals from harm associated with the Work, including, but not limited to, installation of barriers and covering open excavations.

8. Restoration After Removal. Upon completion of the Work, Owner shall restore any portion of Common Area to a condition substantially identical in material, appearance, and condition prior to the performance of the Work.

9. Inspection. Association, or its designated agent, retains the right, but not the duty, to inspect the Work while in progress and after completion to confirm that the Work is properly performed and in accordance with the requirements of these Rules. Association may require the Owner to take appropriate corrective steps to bring the Work into compliance within twenty (20) days of mailing the notice of noncompliance from the Association.

Owner is required to notify the Association within twenty (20) days of the Association mailing the notice of noncompliance confirming that corrective steps are being taken to bring the Work into compliance with the approved plans. Owner must take the corrective steps, and the Board and Owner may agree to a timeframe for completion of the corrective work.

If the Association receives no response from the Owner within twenty (20) days of mailing the Owner the notice or if the Owner has taken no action to bring the Work into compliance within the above-referenced timeframe, the Association reserves the right to intervene, remove and store any Work-related property located in the Common Area, and restore Common Area to a condition substantially identical in material, appearance, and

condition prior to the performance of the Work. Owner will be responsible for all costs incurred throughout this process, including, but not limited to, inspections and restoration or repair of any portion of Common Area the Work affected. Any Work performed in a non-compliant manner and which the Association subsequently removed from Common Area may be discarded at Owner's expense no sooner than thirty (30) days immediately following the Association's intervention in the Work.

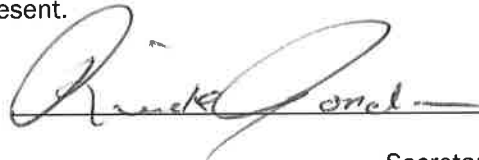
10. Emergency Repairs. If a utility line that exclusively serves a Unit requires immediate maintenance, repairs, or replacement, and the Work to correct the emergency involves altering Common Area, Owner must contact the Association and request emergency approval to perform Work to remedy the emergency prior to performing any Work. If Owner performs Work without Association approval, Owner shall be responsible for all damage to Common Area, including any other damage and costs to restore Common Area to a condition substantially identical in material, appearance, and condition prior to the performance of the Work. Under no circumstances will the Association be required to reimburse the Owner for Work performed in an emergency to the benefit of the Association. If the Board determines, at a later date, that an Owner performed Work that was not in response to an emergency, as a reasonable person would perceive an emergency in a similar situation, the Association may levy an Enforcement Assessment against the Owner to deter similar conduct in the future.

11. In the event that an Emergency Repair occurs, as discussed in Rule 10, all other Rules (1-9) remain in effect.

CERTIFICATE OF ADOPTION

The undersigned declares that they are the duly elected Secretary of Board of Directors for the Whitney Oaks Community Association and that the foregoing rules were duly approved on JUNE 8, 2022, by the vote of the Directors at the regular meeting of the Board at which a quorum of the Board was present.

Dated: JUNE 8, 2022 By:


_____, Secretary