

Whisler Ridge Owners Association

Community Handbook

Whisler Ridge Owners Association
Community Handbook
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Whisler Ridge Owners Association

September 23, 2016

Dear Whisler Ridge Homeowners:

Your Board of Directors has entered into a management agreement with Action Property Management, Inc., wherein Action will handle the day-to-day administrative, operational and financial affairs of your association. Action will report directly to and partner with your Board of Directors to improve the quality of life at Whisler Ridge. Our management duties officially began October 1, 2016 and we are working closely with your Board of Directors and The Management Trust to ensure a smooth transition.

The Action Community Care Customer Service and Management team are ready to assist you. They can be reached by calling 800-400-2284 or online through the VIVO portal listed below.

You will find your October, 2016 assessment statement enclosed. **Please notice that the enclosed statement only includes your October assessment and does not reflect any previous balance or credit carried forward on your account.** This information will be included on your next statement after we receive the closing balances. Please submit any corrections to your name or address to communitycare@actionlife.com.

You will also have access to our VIVO web-based portal for your convenience, where you will be able to check your account status, submit work orders, view documents, and more. These features will be available for your use no later than September 30. You will find the instructions for setting up your online account below.

To set up your personal VIVO Account:

- Go to the website www.VIVOportal.com
- Below the log in box, click on "Don't have an account?" to begin set up
- Enter your first and last name as it appears on the enclosed statement
- Enter your 12-digit account number as it appears on the enclosed statement

The option to pay your assessments by e-check or credit card (for an additional fee) will be available by October 7.

If you currently pay your assessment through ACH, you will need to re-register through the VIVO Portal using the instructions above. The option to sign up for ACH will be available by September 30. Payments will be deducted from your bank account on or after the 5th of each month. You do not need to do anything to cancel the existing ACH as no payments should be processed by the former bank.

If you utilize online bill pay services through your bank, the company name and address will need to be changed to reflect remittance information as follows; you will also need to update your 12-digit account number per the enclosed statement:

Whisler Ridge Owners Association
c/o Action Property Management
P.O. Box 25013
Santa Ana, CA 92799

We are very excited to have the opportunity to serve you and the Whisler Ridge community. We look forward to meeting you and getting to know each of you better.

Sincerely,

Your Action Team

Living in a California
COMMON INTEREST DEVELOPMENT Con't
(as published by the California Department of Real Estate)

1. What is a common interest development (CID)?

A CID is descriptive not only of a certain type of real estate and form of home ownership, but also of a life-style that is becoming more and more common to the American way of life. To understand the concept, it is important to know that there is no one structural type, architectural style, or standard size for CIDs. They come in a variety of types and styles, such as single family detached houses, two story townhouses, garden style units with shared "party walls," and apartment-like, multi-storied high rises. Currently in California, there are tens of thousands of CIDs which range in size from a simple two unit development to a large complex having thousands of homes, many commonly owned facilities, and multiple associations under the auspices of one overall master association. However, despite the wide range of differences that may exist among CIDs, all CIDs are similar in that they allow individual owners the use of common property and facilities and provide for a system of self-governance through an association of the homeowners within the CID.

The most common type of association of homeowners is the nonprofit mutual benefit corporation. This is a corporation in which the members of the corporation vote for a board of directors which runs the affairs of the corporation. However, some associations, usually the older ones, are unincorporated associations. In many ways, unincorporated associations are treated the same as mutual benefit corporations under California law.

2. Do you have to join the association?

Membership in the association(s) is automatic. When a person buys a lot, home, townhouse, or condominium in a common interest development, he/she automatically becomes a member of the association(s).

3. What are Covenants, Conditions and Restrictions (CC&Rs)?

The Declaration of the Covenants, Conditions and Restrictions, or CC&Rs, contains the ground rules for the operation of the association. This governing document identifies the association's common area and responsibilities, explains the obligation of the association to collect assessments, as well as the obligation of the owners to pay assessments. It also states that the association may sue owners for violations of the rules or failure to pay assessments, and explains what happens if there is any destruction of property in the development as a result of fire or earthquake. Usually, the CC&Rs will also state the duties and obligations of the association to its members, insurance requirements, and architectural control issues.

4. How are the CC&Rs enforced?

The Whisler Ridge Board of Directors and by authorized direction by the Board to Action Property Management is obligated to enforce each of the rule provisions contained in the CC&R's.

5. What are Bylaws?

As stated above, the CC&Rs generally state how an association is to be operated. In almost every instance the association, through its board of directors, has the ultimate responsibility for managing the association. The Whisler Ridge is a corporation; therefore, Bylaws establish the rules by which the corporation will be run. Bylaws usually set forth how members vote for the board of directors, the number and term limit of members of the board of directors, the duties of the board, the duties of the officers, and other incidental provisions.

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6. Does the Department of Real Estate assist with the enforcement of the Bylaws and CC&Rs?

CIDs are subject to the Davis-Stirling Common Interest Development Act (California Civil Code Sections 1350 et seq.). This Act is intended to provide homeowners with a system of self-government and dispute resolution. The Department of Real Estate reviews the legal framework of all new CIDs to ensure compliance with the Subdivided Lands Law as part of the public report application process before homes are offered for sale to the public. Once sales have commenced, the Department's jurisdiction is limited to the subdivider's obligations under the public report, which does not include intervention in association disputes.

7. Who is in charge of the association?

The homeowners are in charge of the association. Often, homeowners will elect a board of directors to operate the association and preserve, enhance and protect the value of the CID, but the board answers to the homeowners. It should be noted that it is not unusual for the board to contract with a professional management company to run the day-to-day affairs of the association. Ultimately, however, it is the board that is responsible for the oversight of the homeowner association.

8. What is the board of directors and how are its members elected?

The board of directors governs the association. Its members are elected yearly in accordance with the terms mandated in the governing documents of the association. The governing documents also determine the number of directors. Directors are elected by the members of the association (homeowners). Normally, each unit has one vote no matter how many people own it, with the notable exception that the subdivider may, for a time, have up to three votes for each unit he/she owns.

9. How can you serve on the association's board of directors?

There are two ways to become a member of the board of directors. You can request that the association or nominating committee place your name on the election ballot so other members of the association will have an opportunity to vote for you in the next election or you can ask the board of directors to consider appointing you to any interim vacancy on the board.

10. What are the responsibilities of the board of directors?

The board is responsible to operate the association. Board members must act in good faith on behalf of all the homeowners and exercise reasonable care. The board has the responsibility to collect the association's assessments, pay its bills, operate the association efficiently, and address violations of the rules of the association. For example, the board is responsible for reviewing the association's bank statements, preparing a budget, and distributing the budget (or budget summary) to the members prior to the beginning of the association's fiscal year. The board must also prepare a fiscal year-end financial statement for distribution to the members.

There are numerous other things for which the board is responsible, as set forth in the association's CC&Rs, Bylaws, the Corporations Code and the Davis-Stirling Common Interest Development Act (California Civil Code Sections 1350 through 1376). Even if the board of directors opts to contract with a professional management company to run the day-to-day affairs of the association, the board of directors is still ultimately responsible for management of the association.

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11. Are there other opportunities to volunteer in the association besides the board of directors?

Usually, an association will have a number of committees that perform valuable functions. For example, the Architectural Review Committee oversees requests for modifications to properties in the development. There may be other committees to join, depending on the type of development in which you live. An association may have a landscape committee to oversee landscaping. There may be a welcoming committee that greets new homeowners or an election committee that coordinates the election of the board of directors. Committees are usually established by the association's Bylaws, CC&Rs, and/or the board of directors. Let your board know if you would like to actively participate in your association.

12. How does the association pay its bills?

Each association has a budget that is prepared based on the common area obligations of the CID (including current and long term maintenance obligations), and distributed to all of its members. The budget determines how much money the association is going to need to operate for the following year. The association has the right to bill the members for their fair share of the budgeted amount. This billing is known as an assessment, which may be paid via monthly invoices, coupons supplied by the association, or some alternative method. Ideally, the association collects sufficient money through these assessments and pays the bills for the services and goods contemplated in the budget. If the assessments collected are insufficient to pay the bills, the board of directors is allowed to levy what is known as a special assessment. Without member approval, the total of special assessments in any fiscal year cannot exceed 5 percent of the gross budgeted expenses for that year.

13. How is the amount of the monthly assessment determined?

When the budget is prepared, the amounts necessary for the daily operation and long term reserves for maintenance and replacement are determined based on the level of service for which the association is both required and willing to pay. For example, sometimes there are specific items defined in the CC&Rs that require a certain level of maintenance by the association. Once the annual amount is determined, then it must be collected from the members in order for the association to operate. Each member's assessment is usually collected monthly, in 12 equal installments, but could be collected at different intervals. The CC&Rs will normally indicate the frequency of assessment collections.

14. Are there different types of assessments or fees?

There are several types of assessments that may apply to your association. The California Civil Code defines assessments as either being regular or special. Regular assessments are needed for the operating (day-to-day) and reserve (long-term maintenance) activities of the association.

Special assessments are those levied by the association for major repairs, replacement, or new construction of the common area or for a one-time, unanticipated expense which cannot be covered by the regular assessment (e.g., insurance premiums that unexpectedly "sky rocket").

Note, a special assessment should not be confused with a monetary penalty levied by the association against an individual owner to reimburse the association for an expense such as damage to the common area, or imposed as a disciplinary measure for a violation of the rules and regulations. Homeowners can be fined for damaging common areas and/or violating any rules and regulations of the association.

The CC&Rs identify the different types of assessments that may apply to the Project.

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15. Who can raise the amount of the assessment?

The board of directors can increase the amount of the assessment by following certain procedures mandated by California Civil Code Section 1366. Even if the governing documents are more restrictive, the board of directors may not increase the regular assessment more than 20 percent per year, without the approval of the owners. The board must circulate a budget to the membership no less than 30 days but no more than 60 days prior to the beginning of the fiscal year. If the budget indicates that an assessment increase greater than 20 percent is necessary, a majority of the members of the association must approve the assessment. There are also provisions for a board to increase an assessment more than 20 percent without member approval in cases of emergency such as an extraordinary expense required by order of a court, or for repairs to the common area.

16. What happens if you do not pay your assessments?

The law is specific in California regarding the due date of assessments and the overall process that an association must follow regarding delinquent assessments. The law states that if an assessment is not paid within 15 days of the due date, a delinquency occurs. At this point, the association can add a charge to your assessment in the form of a late fee in the amount of \$10.00 or ten percent of the monthly assessment amount, whichever is greater, unless the CC&Rs specify a lesser amount. Again, the law covering this area is quite clear and the board must follow these procedures.

Once a year, the association will send each owner a copy of the assessment collection policy, which will tell you the amount of the late fee. If your assessment becomes over 30 days delinquent the association has the right to assess interest up to 12 percent per year on the balance which is owed and unpaid.

If you still fail to pay your assessments, the matter may be referred to an attorney or foreclosure service. The association has the right to lien your property for the amounts owed as well as other costs such as attorney's fees.

Ultimately, the association can foreclose and take your property for your failure to pay assessments. A personal judgment may also be entered against you.

As you can see, it is imperative that all owners pay their assessments in a timely manner. Failure by several owners to pay their assessment obligation could place the association in financial jeopardy.

17. Are there other rules in an association?

An association's board of directors may establish rules and regulations governing issues ranging from where you can park to what you can place on a balcony or deck. Associations frequently have guidelines and rules that specify the type of landscaping that may be installed or in some instances, not installed. Rules and regulations can be just as enforceable in an association as the CC&Rs, Bylaws and applicable laws.

18. Can you make improvements to your home?

The answer is generally yes; however, in addition to the conditions in the CC&Rs, your association has established rules and regulations (also known as Architectural Guidelines) which must be followed in order to make any alterations or improvements. Exterior modifications may be prohibited or extremely limited in attached condominiums.

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19. Who do you contact if you are having problems with or questions regarding the home interior? The association common area? Neighbors? Paying assessments?

The first place to look for answers to your questions is the CC&Rs. Then you should speak to Action Property Management, they may be able to provide assistance. Questions or concerns with the interior of your home should be reported directly to the Customer Care Representative for the builder. The association's corporation property is managed by the association, so the appropriate contact is the management company. When there is a dispute between neighbors, sometimes it is best resolved between those owners. Where a dispute involves payment of assessments or an infraction of the association rules or CC&Rs, it would be appropriate to contact the board of directors and/or the management company.

20. What is a management company and what does it do?

A management company is a separate business enterprise usually hired to act as the agent of the association. As an agent for the association, they take their direction specifically from the association's board of directors. Typical contractual responsibilities of the managing agent include a variety of services to the association, such as collecting assessments, paying the association's bills, taking direction from the board of directors for enforcement of rules infractions, and obtaining various vendors to perform services. Other possibilities for management company duties include assisting with the budget process; preparing meeting agendas and minutes for the board of directors; or serving as a neutral third party to help solve problems that can occur in CIDs. Additionally, the managing company may advise the board of directors on how to comply with relevant California Civil Code requirements and assist with appropriate and timely compliance.

21. Can owners rent to someone else?

There are currently no occupancy restrictions for Whisler Ridge; however, the owner of the property being rented is responsible for the conduct of the tenant. If your tenant does damage to the corporation property or creates a nuisance (e.g., loud music or pet problems), the disturbance could become your problem and the association may fine you.

22. What are your individual responsibilities as an owner living in a CID?

You are responsible for paying your assessments on time and abiding by or causing your tenants to abide by the CC&Rs and all other rules and regulations which exist for the community.

23. What are your individual rights as an owner living in a CID?

Your individual rights as an owner living in a CID are based upon the laws of the state of California and the project management documents. Prior to making a purchase, it is advisable to thoroughly review the CC&Rs and any other governing documents applicable to the CID. You may also wish to attend a board meeting and obtain copies of minutes from previous board meetings. The CID should be able to demonstrate that it has adequate insurance coverage, a solvent budget and a sufficient reserve account.

Generally, the rights of owners include:

- The right to participate in meetings of the board of directors and to be heard.
- The right to enter into dialogue with your association board of directors with regard to any problem you may perceive in the development.
- The right, with some exceptions, to utilize an alternative dispute resolution process, if a dispute arises between you and the association prior to the involvement of the court system.

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24. What should I do if I decide to sell my home?

You may wish to contact a real estate professional, and/or an escrow company for assistance with the many details involved with selling your home. There are a number of documents that an individual owner is legally required to provide to a prospective purchaser of a unit in a CID. You will want to make sure that the buyer is aware of the rules and regulations of the association as well as the assessment obligation. Until the sales transaction is completed and title is transferred, the owner of record is responsible for all assessments and fines unless otherwise stated in the sales and purchase agreement. This includes new assessments approved during the sale and purchase that become due while the sale is pending.

CONCLUSION

A successful and viable CID is generally one in which homeowners assume an active role, not only by attending association meetings, voting and paying dues on time, but also by running for elected offices, serving on committees and participating in group activities. While governing documents help establish a foundation, involved owners build the CID and make it a community.

Whisler Ridge Owners Association

Association Rules

Animals:

1. Dogs must be on a leash when walking in the Community and you are required to clean up after your pet. No animal may be nuisance to the Community or its members.
2. Residents are not permitted to have more than (2) domestic dogs or (2) domestic cats, or a combination thereof (but not to exceed (2) two total).
3. Residents are not allowed to keep animals for the purposes of breeding or other commercial purposes.
4. Each Resident, in addition to cleaning up after their animals in common or community areas, is responsible for maintaining their lot or yard in a manner that is reasonably clean of pet waste or residue.
5. The Board reserves the right to prohibit the maintenance of any animal, which is deemed in the opinion of the Board to constitute a nuisance to any other owner.
6. All animals, including cats, must be kept in an enclosure and are not permitted to roam the community.
7. All persons bringing or keeping an animal within the community shall be absolutely liable to other Owners and their Invitees for any damage to persons or property caused by any animal brought upon or kept upon the community by such person.

Basketball Hoops:

1. Secured Basketball Hoops are prohibited.
2. Portable Basketball Hoops are limited to backyards only.
3. Portable Basketball Hoops are not permitted on any portion of the common area, including the private streets and sidewalks.

Flags:

1. U.S. flags are permitted provided that the flag is attached to the wood fascia of the home or is free standing. The flag may not exceed six (6) square feet.
2. The U.S. flag may be displayed 24 hours per day, but only if properly illuminated during the hours of darkness. All exterior lighting for flags must be submitted to the ARC prior to installation to be reviewed for the proper wattage.
3. Decorative flags (not deemed to be a nuisance or obnoxious) are permitted provided they are placed in the same manner on the home or freestanding. Decorative flags may not exceed six (6) square feet.
4. All flags must be kept in a neat and attractive manner.
5. All freestanding flagpoles must be approved by the ARC prior to installation.

Whisler Ridge Owners Association Association Rules

Construction and Installation of Landscape/Hardscape:

1. No work may be performed upon any Lot unless the person or company performing such work (the "Contractor") is licensed by the State of California to perform such work **and** said Contractor provides written evidence that he/she currently maintains in effect broad-form commercial general liability, errors and omissions, automotive and workers' compensation insurance for its employees whose services are to be on or at the Project. Each owner who intends to hire any Contractor to repair any portion of the owners Lot or to perform any other work on or about the Project (including any Owner Work) shall provide to the Association evidence of the Contractors license and required insurance prior to any entry by the Contractor or any of its employees upon or within the Project.
2. Portable toilets, sand, landscape, construction material and/or other related items are not permitted to be stored, staged, placed or stockpiled on the street, sidewalk, curb or driveway apron.
3. Contractors are required to clean up each day after construction by hosing down and/or sweeping the sidewalk and street area. Contractors should not be flushing dirt, debris, sand, etc. into the street or gutter areas. All federal, state and county Best Management Practices for Storm Water Pollution must be strictly followed.
4. Contractors and/or other service providers may not trespass onto any other lot without said lot's written permission.
5. Construction trailers or equipment may not be stored overnight on the streets or on any lot.
6. All trash dumpsters used during construction and installation of improvements must have a cover placed on them. Please have the trash dumpster covered at all times, except of course when you are dumping materials into the trash. Trash dumpsters are to be stored in the back yard area out of site.
7. Sand bags or other erosion or sediment control devices installed by Declarant during initial construction should not be removed until Owner's lot is landscaped and the planting is established. All broken sand bags must be removed immediately and replaced.
8. Homeowners are responsible for ensuring that no runoff from the Owner's lot occurs and each Owner is required to take action reasonably necessary to prevent any runoff.
9. Declarant shall install front yard landscaping and irrigation. All homeowners are required to have all yard areas not landscaped installed within four (4) months of close of escrow. Please refer to the Landscape and Architectural Guidelines for further information.

Temporary Structures/Sheds:

1. No structure of a temporary character, trailer, tent, shack, recreational vehicle, garage, storage building or shed, outbuilding, or other structure or vehicle of a temporary character shall be used on any Lot as a residence or otherwise, at any time, either temporarily or permanently.

Whisler Ridge Owners Association

Association Rules

General Rules:

1. No structural alterations or modifications to the exterior are permitted without the prior written consent of the Board or ARC as provided in the Association's CC&Rs.
2. Nothing other than natural rainwater may be discharged into the storm drains and storm drainage system.
3. Homes may not be leased for less than thirty (30) days. All leases must be in writing and copies of the lease shall be submitted to the Association via the Management Company.
4. No clothing or household fabrics shall be hung, aired or dried. Clotheslines are not permissible.
5. No window shall be covered with aluminum foil, sheets, newspapers or other similar material not intended or designed for use as a window cover.
6. Trash cans and any other type of garbage shall be stored out of site and screened from view. No odor shall be permitted to arise from the trash or trash containers. Trash containers may be placed outside in view for trash pickup for a time period not to exceed twenty-four (24) hours before and after scheduled trash collection hours. Trash cans may or may not have access to yard for storage.
7. Homeowners are not permitted to install additional landscaping in the common area. Potted plants, decorative items, stepping stones and other related items may not be placed in the common area.
8. A Bocce Ball Court will be installed in the community and may be used by all residents on a first come first serve basis. Residents will be required to supply their own equipment.
9. Residents may utilize propane or charcoal BBQ's within their private yard areas only.

Holiday Decorations:

1. Holiday decorations are permitted on your lot; however, decorations of any type are not permitted in the common area. The common area includes, but is not limited to, stairways, trees, bushes or other landscaped areas maintained by the Association, etc. Any decorations found in the common area will be removed at the owner's expense.
2. All decorations are permitted up to 30 days prior to the holiday and must be removed within 10 days after the holiday. All holiday decorations celebrating holidays in December and January must be removed by January 16th of each year.
3. Homeowners should be considerate of neighbors when decorating for holidays.

Whisler Ridge Owners Association Association Rules

Signs:

1. One (1) sign advertising the home for sale or lease is permitted provided the sign complies with the following restrictions:
 - a. The sign may not be larger than eighteen inches (18”) by twenty four inches (24”) in size.
 - b. The sign must be attached to the ground by a conventional, single vertical stake, which does not exceed two inches (2”) by three inches (3”) in diameter. Posts, pillars or hangman type signs are not permitted.
2. Open House signs are permitted provided there are no more than three (3) and may not exceed three (3) square feet in area and five (5) feet in height. These signs may be used for directional purposes provided they are located a minimum of three (3) feet from the sidewalk or ten (10) feet from the curb or edge or pavement where no sidewalk exists.
3. After a property has closed escrow, the sign must be removed within fifteen (15) days.
4. Homeowners are permitted one (1) nameplate or similar Owner name or address identification, which complies with the Architectural Guidelines.

Satellite Dish Policy:

1. Satellite dish devices may be installed without prior approval; however, owners are required to submit an ARC notification form to Management showing that all the guidelines set forth below have been met.
2. All satellite dish devices must be smaller than one meter in diameter and must be installed in a manner that ensures minimal visibility to other Owners and otherwise complies with the Architectural Guidelines for such an installation.
3. All cables and wires for the device must be properly secured to building and may not hang. All cables and wires should be strategically placed out of view and are required to be painted to match the building. Dish installations will not be permitted on any part of the roof due to solar panel installation. The fascia board of the home is the alternative area for mounting.
4. Only one (1) satellite dish is permitted per home. Additional dishes must have pre approval prior to installation.
5. The ARC reserves the right to require additional modifications in order to ensure the device is in complete compliance.
6. All homeowners are **REQUIRED** to fill out a Satellite Dish Notification form **PRIOR** to installation and return it to the Association.

Whisler Ridge Owners Association

Association Rules

Parking and Vehicular Restrictions:

1. Owners are responsible for assuring that their guests abide by the parking restrictions. Guest parking is to be utilized by guest only. No guest may park or store any vehicles within these spaces from more than 48 hours or in accordance with local ordinances.
2. Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or under the control of an Owner or an Occupant of an Owner's Residence and kept in the Property must be parked within a garage or within the driveway of such Owner, provided that (i) the garage is permanently and continually kept available for the parking of vehicles belonging to the Owner or Occupant of the Residence and (ii) no vehicles shall be parked in such a way as to extend beyond a driveway over a sidewalk. ***Absolutely no parking within the areas marked as fire lanes.*** (Section 7.8.3 of Article 7 of the Declaration amended on 3/30/16; rule adopted 6/8/16)
3. Owners may not park, keep or store on any part of the property (except wholly within an owners fully enclosed garage with the door closed), street (public or private), or driveway any Prohibited Vehicle. Inoperable vehicles shall be stored only in enclosed garages. Prohibited vehicles are defined as the following:
 - a. Recreational vehicles (motor homes, travel trailers, camper vans, boats, sea do's, or wave runners),
 - b. Commercial type vehicles (stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines),
 - c. Buses or vans designed to accommodate more than ten (10) people, Vehicles having more than two (2) axles,
 - d. Trailers, Aircraft, Boats
 - e. Inoperable vehicles or parts of vehicles,
 - f. Any vehicle deemed a nuisance by the Board of Directors, any other vehicles not classified as an authorized vehicles

If a vehicle classifies as both an Authorized and a Prohibited Vehicle, it will be classified as a Prohibited Vehicle, unless expressly classified as an Authorized Vehicle, in writing, by the Board of Directors.

4. All Access Easement Areas must be kept free and clear at all times.
5. No repair, maintenance or restoration of any vehicle may be conducted in the Community except in an enclosed garage when the garage door is closed; however, these activities may not be undertaken as a business and may be prohibited entirely if the Board determines that the activities are a nuisance.
6. Parking is not permitted within 15 feet of any fire hydrant.
7. Garages are to be used for parking vehicles only and shall not be converted for living, recreational activities, business or storage.
8. Garage doors are to remain closed except during the removal or entry of vehicles. (Adopted 6/8/16)
9. All maintenance and/or peruse activities (including washing, polishing and loading for example) of Authorized Vehicles shall be conducted, to the extent possible, within the garage or within the screened storage/parking area upon the Lot, and to the extent that the same occur upon any driveway and are otherwise visible to passersby, then such activities shall not continue for more than four (4) hours at a time.

Towing Policy:

1. The Board has adopted a towing policy; whereas, any vehicle that is parked in a designed fire lane is subject to immediate tow at the owners expense. Owners who violate any of the above parking rules may also be towed at owner's expense.

Whisler Ridge Owners Association House Painting Review Procedure

Submittal Requirements:

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

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

Justification Statement:

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

Review Elements:

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

Whisler Ridge Owners Association Violation and Fine Procedure

1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit to rectify the violation. Said notice will be considered the first courtesy notice.
2. A second notice of violation will be sent within 15 to 30 days after the courtesy notice if violation has not been rectified. The second notice will inform owner that if violation continues, the Board reserves the right to fine or not fine for said violation.
3. If after the second notice is sent and the violation is not rectified, the final notice of violation will be sent and will result in a “Notice of Hearing” and shall request appearance on a specified date to be heard by the Board of Directors.
4. If the Board determines at the hearing the violation has not been corrected, the Board of Directors may or may not impose a fine and/or seek legal relief.

The fine schedule is as follows:

Minor Violations:

First violation:	\$100.00
Second violation (same infraction):	\$200.00
Third violation (same infraction):	\$300.00

Major violations: \$250.00 per occurrence

i.e. Failure to obtain architectural (ARC) approval prior to making an exterior modification, negligent damage to Association property, life threatening or safety violations, etc.

*Please note: Special Assessments may be imposed for specific violations outlined in the Association’s Governing Documents.

Reporting Violations:

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

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

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

Finally, the Board may determine the violation to be a neighbor-to-neighbor dispute in compliance with the neighbor-to-neighbor dispute resolution policy.

Whisler Ridge Owners Association Landscape and Architectural Guidelines

I. Objective:

The objective of the Landscape/Architectural Review Committee is to facilitate the evaluation of proposed improvements for each residence in order to assure and promote a cohesive improvement program, which will benefit and enhance the quality of living for each individual family.

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

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

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

These Landscape Improvement Requirements are in no way an attempt to dictate the character of the design program, but rather to assure that the design program takes into consideration any obstructions and/or adverse affects to surrounding neighbors.

II. Time Frames for Submittals:

Each homeowner is required to submit a complete landscape and irrigation plan for all portions of their Residential Lot not landscaped by the Declarant no later than two (2) months after the close of escrow. No later than four (4) months after the close of escrow all approved landscaping will need to be installed.

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

Please be advised that lots in the designated Fuel Modification Area (Lots 18, 19, 33, 34, 51 and 52) the Association shall take no responsibility for the compliance with the OCFA Fuel Modification guidelines and will be reviewing and evaluating the submitted plans for plant restrictions and overall aesthetics only in the Fuel Modification areas. Owners are solely responsible for compliance with the Fuel Modification restrictions in the CC&R's and any Orange County Fire Authority restrictions and regulations. OCFA may inspect and require changes to the Fuel Modification areas on an ongoing basis regardless of approval of plans by the Association.

Drainage

There shall be no interference with the established drainage pattern over the property, unless an adequate alternative provision is made for proper drainage with the prior written approval by the ARC. Established drainage refers to the drainage that exists at the time of close of escrow.

Whisler Ridge Owners Association Landscape and Architectural Guidelines

Extension of Yards into Restricted Slope Areas

No Owner of a lot upon which a Restricted Residential Slope Area is located may extend the level portion of the Owner's yards into this area. Such extension would require the Owner to construct a wall or other retaining mechanism which is greater than three (3) feet in height.

III. Construction and Installation Rules

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

IV. Owners/Designer Responsibilities and Procedure:

1. Each Owner shall submit three (3) sets of plans and three (3) sets of the architectural application to the Association for design review and compliance. An architectural processing fee of \$125.00 for rear yard, made payable to Whisler Ridge Owners Association. If a fourth plan check is required, the plan will be considered new and the entire fee will be due once again.
2. The Owner or his/her design representative shall be responsible for checking the CC&Rs requirements and with the local governing agencies to assure that all Improvements and setbacks meet the requirements of the CC&Rs, local codes and ordinances.
3. The Association and its representative shall not be held liable for non-conformance with local codes and ordinances. Nor shall any such representative be held liable for site design discrepancies and neighboring non-approvals.

Whisler Ridge Owners Association Landscape and Architectural Guidelines

4. The Owner or his/her design representative shall be responsible for contacting the Association representative at (949) 450-0202 to clarify any comments regarding the design review prior to the re-submittal of the improvement plans.
5. The Association or its agent reserves the right to inspect any Improvement at any time during the construction process to ensure that the Improvement is being completed in accordance with the approved plan. Per the CC&Rs, each homeowner, by accepting title to their Lot, has agreed to such an easement for inspection.

V. Association Responsibilities:

First Plan Check/Review:

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

Second Plan Check/Review (ONLY if required):

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

Third Plan Check/Review (ONLY if required):

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

Whisler Ridge Owners Association Landscape and Architectural Guidelines

VI. SUBMITTAL REQUIREMENTS

Plan requirements for all submittals:

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Completed "Architectural Application" |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Completed "Neighbor Awareness" |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Date on plans |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Three (3) complete sets of plans |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | House/Property street address & phone number |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | House/Property lot and tract number |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Proper scale (Site plan @ 1/8" - Floor plans @ 1/4" - Elevations at 1/8" - Landscape @ 1/8") |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Name, address & phone number of entity that prepared the drawing |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Site and/or Landscape Plan:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Show all property lines accurately as to length, angles and amount of curve. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Show existing building(s)/structure(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Show existing walls, fences, gates, sidewalks, paving, planters and other constructed or hardscape elements, which impact the design |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Show all applicable utilities & improvements |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Show proposed planting areas |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Show proposed decks, fences, walls, stairs, trellises, arbors gazebos, spas, ponds, fountains, ornamental rocks, barbecues, courts, play equipment, apparatus and yard lighting. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plans for proposed fence and wall drawings shall note materials, colors and heights. Heights shall be noted relative to the immediate ground elevation. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Pools and spa plans shall include the locations, size and sound mitigation treatment of all mechanical equipment. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Dimensions (In feet and inches) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Grade changes |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Location of new area drains and drain pipe routing |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Grading & Drainage Notes |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Construction Notes |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Walls, fences, gates, screens, etc. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Trellises, overheads, etc. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Fountains, ponds, pools, spas, etc. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Barbecues, fireplaces, fire pits, etc. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Mechanical equipment including all motors, pumps, filters, controllers, timers, compressors & air conditioner condensers, etc. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Lighting fixture locations, heights & sizes with bulb type & wattage |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Exterior lighting to be indirect and shielded from adjacent properties. All lights must be compatible with house design and should be simple in design & color. No exposed wires or cables. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Photos of project site depicting existing site conditions and adjacent property relationships. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Exterior Elevations:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Elevations of existing and proposed architectural elements with roof slope pitches |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ridge heights |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Note all finish materials, colors and textures of proposed work. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Note if proposed finishes and material are to match existing finishes and materials. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Color & material board clearly depicting materials and/or colors that differ from existing. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Exterior materials, trims, detailing and finishes |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Whisler Ridge Owners Association Landscape and Architectural Guidelines

Floor Plans:

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the structure. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Floor plans of existing and proposed room layouts with horizontal dimensions and all features that affect the exterior - windows, doors, overhangs, etc. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Show dimensions of proposed work and related existing work and indicate relationship |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Delineate all parts of the exterior that cannot be shown on elevation drawings |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Clearly identify proposed new work areas and differentiate existing work areas from them |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Roof Plan:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Show all existing and proposed roof surfaces, noting pitches and overhangs. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Call out existing and proposed roof materials and colors |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ridge heights |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Mechanical and Solar Energy Plans:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Show all mechanical devices exposed to the exterior including solar collectors, storage tanks, piping, and other distribution and collection components |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Devices are integrated into the roof design and flush with existing roof slope |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Frames are colored to complement roof |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | No natural aluminum frames |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Mechanical equipment screened |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

GENERAL DEVELOPMENT GUIDELINES

Heights:

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

Fences and Walls:

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Existing fences/walls are not removed or modified |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | No double walls constructed side by side |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Fences, walls and gates are no more than six (6) feet or are the same or less in height than the existing fence/wall |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Retaining walls blend in and compliment style of home |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Planter walls blend in and compliment style of home |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Drainage system provided near wall footing |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | No exposed wooden fences with the exception of lattice screens or trellage are viewed from public place |

Whisler Ridge Owners Association Landscape and Architectural Guidelines

Fences and Walls (Continued):

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Material, color & texture to be compatible with existing house (no uncovered concrete block) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Maximum height is 6 feet above adjacent grade or equal to or below the height of existing walls |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | No uncovered concrete block |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Door and Window Coverings:

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | No screen door on front or main entry door |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | No aluminum or metal awnings or covers over windows or patios |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | No aluminum foil, paint, sheets or other unsightly covering on windows |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Garage Doors:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Garage door is compatible in design and color with house. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Garage door is simple in design and color (no ornate decoration). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Exterior Lighting:

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

Patio Covers, Gazebos, Trellis and Sundecks:

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

Whisler Ridge Owners Association Landscape and Architectural Guidelines

Awnings:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Awnings are compatible in color and design with house. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Awnings are simple in design and color.. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Awning size, location and form is in scale with the window. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Playground Equipment:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Basketball backboard is compatible with house design and is painted to match adjacent surfaces. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Equipment does not exceed twelve (12) feet in height |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Play equipment can exceed perimeter wall height if screened from view with landscaping and color subdued. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Flagpoles:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Flagpoles must be compatible with the color and scale of the house. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

BUILDING MATERIAL STANDARDS

Exterior Building Walls:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Utilized resawn wood trim to match existing trim, fascia, or barges |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Paint color and finish of trims, fascias, barges and doors matches existing |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Stucco color and texture matches existing |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Exterior cover material is consistent and continuous on building walls |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Window and Door Openings:

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Openings are located and detailed in a manner consistent with existing treatment |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Window Glazing, Tinting and Shading:

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Glass tinting and shading is consistent with existing treatment |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | No reflective glass films and/or plastic roll up shades are proposed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

diverters:

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Galvanized iron or aluminum diverters are painted to match roof vents or roof material |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Roofs, Flashing and Vents:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Roofing material matches existing roofing material |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Built up roofing material on flat areas matches existing roof |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Roof pitches match existing |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Roof vents and flashing are painted to match roof color or existing vents |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Whisler Ridge Owners Association Landscape and Architectural Guidelines

Gutters and Downspouts:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Gutters and downspouts are painted to match house color or trim |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Wrought Iron and Tubular Steel:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Wrought iron or tubular steel is galvanized or bonded prior to applied finish color |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Wrought iron or tubular steel matches existing |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

LANDSCAPE REVIEW ITEMS

Front Yards:

FRONT YARD EASEMENTS TO BE MAINTAINED BY THE ASSOCIATION. NO OWNER SHALL ALTER OR MODIFY ANY FRONT YARD EASEMENT AFFECTING HIS LOT OR ANY SUCH EASEMENT.

Trees:

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Trees installed by original builder is retained |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Be appropriate selection based upon ground space, horizontal and vertical clearance at reasonable level of maturity. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Shrubs, Ground Cover & Turf:

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Botanical & common names of proposed plant material |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plant sizes & locations on the plans |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Be appropriate selection based upon ground space, horizontal and vertical clearance at reasonable level of maturity. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 100% of ground plane covered by plant material or shredded bark material |

Shrubs, Ground Cover & Turf (Continued):

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | No large areas of bare earth |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Shrubs to be planted at the base of the house, walls and fences visible from street |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Corner lot side yard area between fence/wall & walk to be planted with lawn, ground cover, shrubs and/or vines |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Sprinklers:

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Irrigation head layout shown on plan. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Overspray shall not contact neighboring dwelling unit, property line walls/fences, or off of property. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Thematic Landscape Features:

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

Whisler Ridge Owners Association Landscape and Architectural Guidelines

Visible to the Street Garden Walls & Planters:

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Material, color & texture to be compatible with existing house (no uncovered concrete block) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Maximum height is 6 feet above adjacent grade. Vines and shrubs encouraged to soften appearance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Soil not to be retained against wall unless designed to do so. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Simple in design and color compatible with house. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Metal fences to have horizontal top rail and vertical posts without decoration |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Maximum height is 5 ft. 6 in. and must be equal to or below the height of existing walls |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Solid wood fences are permitted and must be painted compatible with the house, if visible from the street in a color |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | No chain link, poultry wire, woven wire, aluminum, sheet metal, plastic, fiberglass, wood rail, reeds, straw, bamboo, rope and other similar temporary or commercial materials are permitted |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | No uncovered concrete block |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Water Features - Spas, Swimming Pools, Reflecting Pools, Koi Ponds and Fountains:

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Must not damage existing walls or fences |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All equipment must be completely screened from off-site view. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All equipment noise impact on neighbors must be minimized with sound attenuation devices (i.e. masonry walls, metal enclosures, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All solar collectors must be designed and located to be unobtrusive. Colors must be compatible with the house. All supports and piping must be enclosed or screened from view. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Construction of Water Features must not disturb the neighbor's yards, property or improvements. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Construction of Water Features must not disturb the Project's Homeowners Association property or improvements |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Construction of Water Features must not disturb the Master Association's property or improvements |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special note - see end of check list |

Drainage:

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All plant beds and paved areas must slope to drain at a minimum rate of 1% or 1/8" per foot with a slope of 2% or 1/4" per foot preferred. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All drain pipes must drain at a minimum of 1/2" or 1/16" per foot with a slope of 1% or 1/8" per foot preferred. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All grades in plant beds must be held a minimum of 6 inches below adjacent finish floor and 4 inches below the adjacent metal house screed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All grades in plant beds must be held a minimum of 6 inches below the top of adjacent planter or retaining wall. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All plant bed grades adjacent to existing walls or fences are not to be changed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All finish surfaces of paving elements are to be held below the adjacent metal house screed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All plant beds and paving are to slope and drain away from the house |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Utilize domed grates on catch basins in plant bed areas |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All existing side yard and rear yard drainage must not be altered without approval and/ or licensed professional written statement submitted. |

Special Note From Previous Sheets:

1. Do not change the grade adjacent to existing walls & fences
2. During the installation process, follow the "Drainage" guidelines found on this checklist.
3. Geogrid Retaining wall contains Geogrid Fiber and may not be punctured or pierced. Refer to Disclosure Statement for details
4. If your lot is located in a Fuel Modification Zone A or B, you must include a plot plan showing the exact area of the Fuel Modification Area on your lot and indicate that your lot contains a Fuel Modification Area.

WHISLER RIDGE OWNERS ASSOCIATION

ARCHITECTURAL REQUEST FORM

Return to: Whisler Ridge Owners Association
c/o Action Property Management
2603 Main Street, Suite 500, Irvine, CA 92614

Name: _____ **Date:** _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____

Mobile Phone: _____

I. Proposed Project Information

Describe the proposed improvement in detail: _____

II. Neighbor Advisement

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

III. Documents Required for Submittal

- Three (3) sets of detailed plans as specified in Landscape and ARC Guidelines
- Three (3) sets of this application form
- Three (3) copies of the Neighbor Notification form
- \$125.00 review fee made payable to the Association

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

Homeowners Signature: _____ **Date:** _____

Architectural Review Committee Use Only

Approved **Denied**

Conditions of Approval/Reason for Denial:

Date: _____ **Signature:** _____

WHISLER RIDGE OWNERS ASSOCIATION
Neighbor Notification Form

If neighbor is not to be impacted by improvements, then write "Not Impacted" in signature line. Signature does not constitute approval of plans presented, only notification. Any concerns about plans being presented should be addressed, in writing, to Whisler Ridge Owners Association, c/o Action Property Management, 2603 Main Street, Suite 500, Irvine, CA 92614.



Name: _____
Address: _____
Signature: _____

Left rear neighbor



Name: _____
Address: _____
Signature: _____

Rear neighbor



Name: _____
Address: _____
Signature: _____

Right rear neighbor



Name: _____
Address: _____
Signature: _____

Left adjacent neighbor



YOUR HOUSE

Name: _____
Address: _____



Name: _____
Address: _____
Signature: _____

Right adjacent neighbor



Name: _____
Address: _____
Signature: _____

Left front neighbor



Name: _____
Address: _____
Signature: _____

Front neighbor



Name: _____
Address: _____
Signature: _____

Right front neighbor

WHISLER RIDGE OWNERS ASSOCIATION

Notice of Completion Form

Homeowner Name: _____

Address: _____

Phone: _____

Summary of Completed Improvements

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

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

Signature: _____ Date: _____

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

Mail to:
Whisler Ridge Owners Association
c/o Action Property Management
2603 Main Street, Suite 500
Irvine, CA 92614

WHISLER RIDGE OWNERS ASSOCIATION

Notice of Satellite Dish Installation

Name: _____ Date: _____

Address: _____ Lot #: _____

Home Phone: _____ Business Phone: _____

Satellite Dish Agreement:

I, _____ (*Insert Your Name*), have read the satellite policy and procedure for the Association and agree to install the device per the requirements. The device will be installed on _____ (*Insert Install Date*). I understand that if the satellite dish device CAN NOT be installed per the attached agreement, I must submit an application for architectural approval PRIOR to installation detailing the proposed installation.

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

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

Signature

Date

Mail to:
Whisler Ridge Owners Association
c/o Action Property Management
2603 Main Street, Suite 500, Irvine, CA 92614

Board of Directors Use Only
 IN COMPLIANCE NOT IN COMPLIANCE

Corrections Required:

Signature: _____ Date: _____

WHISLER RIDGE OWNERS ASSOCIATION

Violation Report Form

Mail to:

Whisler Ridge Owners Association
c/o Action Property Management
2603 Main Street, Suite 500, Irvine, CA 92614

Violation information

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

Name(s): _____

Address: _____

Summary of alleged violation(s):

On what days and at what times does the violation usually take place?

Reporting homeowner's information

If the violation is not verifiable by way of a visual inspection of the community, then signatures of homeowners representing two separate lots, within the community, may be required to initiate the Association's violation procedure.

1) Your name: _____

Address: _____

Phone: _____

2) Homeowner name: _____

Address: _____

Phone: _____

NEIGHBOR TO NEIGHBOR DISPUTE POLICY

The Board of Directors of the Whisler Ridge Owners Association duly adopted this Neighbor-to-Neighbor Dispute Policy in January 2012. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for Whisler Ridge Owners Association or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

A. DEFINITIONS

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

B. POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
2. If the Board finds that the complaint or dispute constitutes a Neighbor-to-Neighbor Dispute, it shall notify the parties of the Neighbor-to-Neighbor Dispute of its decision.
3. The parties to the Neighbor-to-Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking association involvement in resolving the dispute. For ADR, this may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1354.
4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute by contacting the applicable government agency and/or through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

**THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS
OTHER THAN NEIGHBOR-TO-NEIGHBOR DISPUTES**

POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

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

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

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

The procedure for Open Forum is simple:

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

Understanding Board Meeting Conduct:

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

WHISLER RIDGE OWNERS ASSOCIATION

Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs

POLICY:

Effective January 1, 2015 the Policy for Collection of Delinquent Assessments, Fees, Charges and Costs is as follows:

Assessments - Assessments subject to this Policy include the monthly regular assessments and any levied special assessments or lienable monetary penalties.

Collection Fees and Costs - The costs of collection of delinquent assessments, including late charges and other costs, and reasonable attorney fees and costs, are included as a charge against a member's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency - The term "delinquency" shall include any delinquent unpaid regular or special assessments, late charges, interest, and costs of collection incurred.

Foreclosure - A legal process which results in the sale of the property to satisfy the payment of assessments, fees and costs of collection owed on the account.

Partial Payments - If a partial payment is received which is less than the lien-able unpaid balance owed on the member's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all sums.

Payments - Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding principal balances on the member's account pursuant to California Civil Code 5650 through 5740 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans - The homeowner may request a payment plan. This request must be made within **fifteen (15) days from the postmark date of the prelien notice**. The Board of Directors shall meet with/respond to the homeowner within **forty-five (45) days from the postmark date of the homeowner request**. Payment plans may be approved at the sole discretion of the board of directors based upon the circumstances of each delinquent account. The homeowner's account will be charged a \$15.00 per month payment plan monitoring and administration fee for payment plans exceeding four (4) months.

Personal Liability - All assessments, late charges, interest and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code 5650 through Civil Code 5740.

Returned Check Charges - The bank charge (currently \$35.00) shall be added to the account of any member whose check to the Association is returned dishonored by the member's bank.

Statements - Monthly statements are a courtesy to the members and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

Waiver of Charges - If a member's account becomes delinquent and the Association is required to incur certain charges due to the member's delinquency, the Association's policy is to not waive the delinquent member's payment of these charges. Other Association Members should not have to pay for the collection charges incurred due to an individual member's delinquency.

WHISLER RIDGE OWNERS ASSOCIATION
Policy and Procedures for Collection of Delinquent Assessments (con't)

PROCEDURE:

Due Date:

Regular Monthly Assessments are due on the first (1st) day of each month. All other assessments are due on the date levied, and late charges, costs of collection, attorney fees and costs are due upon the date incurred.

Delinquencies:

15 Days Past Due:

The account becomes delinquent and a **late charge** equal to Ten Dollars (\$10.00) or Ten Percent (10%) of the delinquent assessment, whichever is greater, is charged to the delinquent homeowner's account.

30 Days Past Due:

Interest commences at the rate of twelve (12%) percent per annum on all regular and special assessments, late charges, and costs of collection (the "Delinquency") and will be charged to the homeowner's account and appear on their Statement.

Two Months Past Due:

A Prelien package and letter is sent to the homeowner(s) at the Association's mailing address of record by Certified Mail pursuant to California Civil Code 5650 through 5740 informing them of their right to participate in dispute resolution under the association's "meet & confer" program and that the Association shall record a lien against the homeowner's property in the event full payment of lien-able assessments is not received within **thirty (30) days**. The delinquent homeowner's account shall be charged \$125.00 for issuance of the Prelien letter plus \$25.00 per owner(s) exceeding two.

Three Months Past Due:

Upon Board approval, the Association shall proceed to have a **Notice of Delinquent Assessment Lien** prepared and recorded against the homeowner's property on behalf of the Association. The delinquent homeowner's account shall be charged \$275.00 for the fees and costs associated with the preparation of the assessment lien and \$35.00 for recording services. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First Class Mail. Additionally, the account will be charged with \$35.00 for the Release of Notice of Delinquent Assessment.

Pre-foreclosure:

Upon board approval, the Association will cause the preparation and sending of a **Notice of Intent to Foreclose** letter to the delinquent homeowner advising that unless full payment is received within 15 days the Association has the option to proceed with Non-judicial Foreclosure. This letter shall also advise the delinquent homeowner of their right to participate in dispute resolution under the association's "meet and confer" program or by alternative dispute resolution.

Foreclosure:

If not paid at the expiration of the 15 days, upon board approval the homeowner's account will be charged \$50.00 for the preparation and assignment of the account to the Attorney. The Attorney shall commence a non-judicial foreclosure of the assessment lien by recording a **Notice of Default** and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 2924 for the foreclosure of deeds of trust. No foreclosure sale shall take place until delinquent assessments exceed \$1800.00 or the assessments are more than twelve months delinquent.

In lieu of proceeding with non-judicial foreclosure of the assessment lien, the Board may elect to proceed with a judicial suit for collection of the delinquency.

Address for Overnight Delivery:

The Association's address for overnight delivery shall be:

Whisler Ridge Owners Association c/o Action Property Management, 2603 Main Street, Suite 500, Irvine, CA 92614