

Northlake

NORTHLAKE COMMUNITY ASSOCIATION

RESIDENTIAL HANDBOOK

ASSOCIATION RULES	4
1. Introduction.....	4
2. Association Governance at Northlake.	4
3. Communication and Voluntary Cooperation.	5
4. Maintenance and Inspection Obligations.....	5
5. Defined Terms.....	5
6. Severability.....	6
7. Exemptions.....	6
8. Additional Rules.	6
9. Enforcement of Governing Documents.....	6
10. Communication and Voluntary Cooperation.	6
11. Maintenance and Inspection Obligations.....	6
12. General Rules for Common Areas.....	7
13. Conduct Affecting Insurance.	7
14. Use Restrictions.	7
15. Animals.....	8
16. Garages and Parking and Vehicle Regulations	9
17. Nuisances.....	10
18. Holiday Lighting and Decorations.....	10
19. Rental of Lots.	11
20. Landscaping.	12
21. Trash Disposal.	12
22. Noise Control.....	12
23. Northlake Community Lake.	13
24. Northlake Community Pool Use Restrictions.....	13
25. Northlake Community Resident’s Club and Recreational Facility Use Restrictions	14
26. Volleyball and Bocce Ball Courts.....	15
27. Right of Association to Close Facilities.....	15
28. Community Guidelines Basics.....	15
29. Architectural Review.....	15
30. Northlake: Procedures for Enforcement of the Governing Documents.	15
Northlake Election Rules	19
Northlake Community Association Collection Policy.....	23
Northlake Community Association Code of Conduct for Directors and Committee Members.....	25

Northlake Community Association	28
Alternative Dispute Resolution/Internal Dispute Resolution.....	28
Recreational Facility Reservation Form.....	36
Facility Use Agreement	38
Statement Regarding Alcoholic Beverage Use.....	40
Violation Complaint Report Form.....	43
Permitted user Registration Form.....	44
ARCHITECTURAL GUIDELINES.....	46
1. Introduction.....	46
2. Purpose; Application.....	46
3. Architectural Review Committee.	46
4. Architectural Review Approval.....	47
5. Plans and Specifications.	48
6. Architectural Review Process and Procedures.....	50
7. General Conditions.....	53
8. Requirements for Contractors, Subcontractors and any Other Workers.....	53
9. Failure to Comply with Required Procedures.	55
10. Approved with Conditions.....	55
11. Reconsideration of Disapproval by the Architectural Review Committee.	55
12. Inspection and Correction Of Work.....	56
13. Variance Process.	57
14. Architectural Standards.	57
Architectural Review Request Form with Neighbor Notification Form	68
Notice of Completion	68
Satellite Dish and Antenna Policy and Acknowledgment Form	68
ARCHITECTURAL REVIEW REQUEST FORM.....	69

NORTHLAKE COMMUNITY ASSOCIATION

ASSOCIATION RULES

1. Introduction.

Northlake (“**Community**”) is a residential community that is currently planned to contain up to 1,137 Lots. Because community living relies on the mutual cooperation of all to be successful, Northlake Community Association (“**Association**”) created these rules and regulations (“**Rules and Regulations**”). Inside you’ll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents of the Community. These Rules and Regulations contain basic guidelines that, when observed, help ensure that the grounds of the Community remain in good condition and that neighbors treat each other with respect and consideration.

The Northlake Declaration, together with the Bylaws of the Association, the Articles of Incorporation of the Association, the Association Rules and the Architectural Guidelines set forth in this Residential Handbook and any Supplementary Declarations recorded pursuant to the Declaration are sometimes referred to collectively as the “Northlake Governing Documents” or the “Governing Documents”. The Board has the power to revise these rules, regulations, and any guidelines, policies and procedures set forth in these Rules and Regulations from time to time. If you would like to contribute suggestions for these Rules and Regulations, please submit them to the Management Company for consideration by the Board.

The Board has adopted these Rules and Regulations and Architectural Guidelines in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Rules and Regulations and the Declaration, or Bylaws, the more restrictive shall prevail.

These Rules and Regulations constitute the “**Rules**” contemplated by the Declaration. All Owners, residents and their guests are required to follow these Rules and Regulations for the good of the Community and the well-being of its residents. Please read these Rules and Regulations carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Management Company.

As you read through these Rules and Regulations, you will encounter initially capitalized terms. Except as otherwise defined in these Rules and Regulations or as the context otherwise requires, these initially capitalized terms have the same meanings given them in the Declaration.

2. Association Governance at Northlake.

The Association establishes and enforces these Rules and Regulations and the other Governing Documents, manages the financial affairs of the Association, and oversees the operation and maintenance of certain areas within the Community described as "Common Area" in the Declaration. Those areas generally consist of areas and facilities within the Community for the common use and benefit of the Owners within the Community and the Association Maintenance Areas generally consist of either portions of the Lots or areas outside of the Community which the Association maintains. In each of these areas, a professional management company ("**Management Company**") assists the Association, the Board of Directors and various Board appointed committees with day-to-day Association matters such as collecting assessments, keeping the Association’s books and records, sending meeting notices, investigating complaints, sending courtesy notices and violation notices to Owners, providing the Board with contract bids and advice, communicating with Owners and preparing and sending the annual disclosure packages to Owners. The Management Company designated by your Board of Directors is:

Northlake Community Association
c/o Seabreeze Management Company
11501 Dublin Blvd, Suite 200
Dublin, CA 94568

Phone: (800) 232-7517

Email: customercare@seabreezemgmt.com

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Owners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Management Company.

Residents of the Community are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Community, please contact the Management Company.

3. Communication and Voluntary Cooperation.

To facilitate harmony within the Community, all residents, tenants and their guests must comply with the rules and guidelines set forth in these Rules and Regulations and the Governing Documents. If you believe that a rule or restriction is unfair, you may bring it to the Board's attention, run for the Board, or participate on a committee, etc.

The Association welcomes communication from its Members. Please feel free to call or write to the Management Company (the Association's liaison) to discuss any questions or issues.

4. Maintenance and Inspection Obligations.

Both Owners and the Association have maintenance and inspection obligations. Owners should consult the Declaration, their individual Homeowners Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Lots.

Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Common Areas, the Association Maintenance Areas and other areas as specified in the Declaration.

5. Defined Terms.

Throughout this Residential Handbook defined terms are used, identifiable by their initial capital letters. Except as the context otherwise requires or as otherwise state, these defined terms have the same meaning as set forth in the Northlake Community Declaration. As used in this Residential Handbook, the term "Occupant" means the Residential Owner of a Residence and a Lessee of a Residence, including family members of the Owner/Lessee and all residents of the Lot, but notwithstanding such use of the term Occupant, each Residential Owner remains responsible for any violation of the Governing Documents by such Residential Owner's Lessee. It is each Residential Owner's responsibility to ensure that any and all Lessees are provided a copy of the Northlake Governing Documents, including this Residential Handbook which sets forth the Association Rules and Architectural Guidelines (as they may be amended from time to time) and that such Lessees comply with all of the Northlake Governing Documents.

6. Severability.

If any provision of this Residential Handbook is held to be invalid, the remainder of the provisions shall remain in full force and effect.

7. Exemptions.

The restrictions set forth in the Residential Handbook shall not apply to the Declarants or any Neighborhood Builders. Nothing contained herein shall be construed to limit or restrict a Declarant or a Neighborhood Builder from completing the construction, marketing and development of the overall Northlake Community.

As set forth in the Declaration, the term "Neighborhood Builder" means a Person designated by Declarant as a Neighborhood Builder in a recorded document. Some of the Persons Declarants intend to designate as Neighborhood Builders are Persons who acquire a portion of the Residential Property for the purpose of developing such portion of the Residential Property for resale to the general public. The term "Neighborhood Builder" does not include Declarant.

8. Additional Rules.

The Association may adopt additional rules, policies and procedures applicable to the Residential Property.

9. Enforcement of Governing Documents.

If there is a violation of the Association's Governing Documents, including these Rules and Regulations, then a Member may submit a Violation Complaint Report to the Management Company, a copy of which is attached to these Rules and Regulations and incorporated herein. No Member complaint can be acted upon by the Board unless there is supporting documentation, i.e., the written complaint. In an emergency situation or under extenuating circumstances, however, the Management Company, in its sole discretion, may choose to act on a complaint that is not in writing, and create its own written record of the situation.

10. Communication and Voluntary Cooperation.

To facilitate harmony within the Community, all Occupants, permitted users and their guests must comply with the rules and guidelines set forth in these Association Rules and the Governing Documents. If you believe that a rule or restriction is unfair, you may bring it to the Board's attention, run for the Board, or participate on a committee, etc.

The Association welcomes communication from its Members. Please feel free to call or write to the Management Company (the Association's liaison) to discuss any questions or issues.

11. Maintenance and Inspection Obligations.

Both Residential Owners and the Association have maintenance and inspection obligations. Residential Owners should consult the Declaration, their individual Home Owners Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Residential Owners' maintenance and inspection obligations require Residential Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Lots.

Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Common Areas, the Association Maintenance Areas and other areas as specified in the Declaration.

12. General Rules for Common Areas.

The following are general guidelines you, your permitted users and guests must observe within the Community:

12.1 Damage Caused by Residential. In addition to any fine payable by the damaging Residential Owner, Residential Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to Common Areas and Association Maintenance Areas in accordance with the Declaration, if it is determined that the damage was caused by the Residential Owner, its lessees, guests, employees or contractors. The Board reserves the right, under the terms of the Declaration, to deny use of any Association facility to any Member or its guests and permitted users at any time.

12.2 No Obstruction. Obstruction of the Common Areas or Association Maintenance Areas including, without limitation, the streets, throughout the Community is not permitted. No one may store anything in the Common Areas. The Association will not be responsible for any damage to, or loss of, any personal property left in any Common Areas or Association Maintenance Area.

12.3 Community Streets. No vehicles or other uses, structures or items shall block access to the Community Streets or restrict ingress or egress over the Community Streets. Vehicles parked in driveways, to the extent so permitted under the Governing Documents, shall not extend into the sidewalk or the Community Streets.

13. Conduct Affecting Insurance.

Please refer to Article 11 of the Declaration for additional information regarding Association and Residential Owner insurance requirements. If you have further questions, please contact the Management Company. A Residential Owner who is responsible for an increase in the rate of insurance on the Common Areas shall be personally liable to the Association for the cost of the additional insurance premiums. All Residential Owners are required to obtain insurance coverage for their personal property and all other property and Improvements on their Lots.

14. Use Restrictions.

14.1 Residential Use. The Lots shall be used for residential purposes only. For home occupation and commercial use restrictions, please refer to Section 8.2.1 of the Declaration.

14.2 Alarms. Any alarm installed in a Lots shall be the type of alarm that is monitored by a certified alarm company.

14.3 Outside Drying or Laundering. No exterior clothesline shall be erected or maintained or hung within any Lot, except that backyards may be used for clotheslines or drying racks provided that such laundering apparatuses are not visible at street level from outside of the Lot. There shall be no exterior drying or laundering of clothes, towels or any other items on Common Areas or Association Maintenance Areas.

14.4 Sports Apparatus. No basketball standard or fixed sports apparatus shall be attached to any home. Any portable sports equipment must be stored out of sight of the streets or neighboring Lots when not in use. Installation of permanent sport courts in rear or side yards must have Architectural Review approval in advance.

15. Animals.

15.1 Governmental Regulations. Please refer to Article 8.2.7 of the Declaration for more information regarding animal restrictions. Residential Owners must comply with the laws and regulations of the City of Sacramento, ("**City**") and the County of Sacramento, California ("**County**") regarding control and health of pets. All dogs shall have a current license and all dogs and cats shall have an identification tag. Loose, unattended dogs, cats or other animals without an identification tag may be reported to the local Animal Control for pickup.

15.2 Number and Types of Animals. Section 8.2.7 of the Declaration contains provisions regarding the number and types of animals that may be kept in the Community. No Residential Owner shall keep: (a) more than a total of three (3) dogs; (b) any dogs which, in the reasonable determination of the Board, are determined to be a threat to the safety of the Occupants, which shall not be allowed under any circumstances; or (c) more than three (3) cats, or a combination of dogs and cats (but not to exceed three (3) dogs and cats in total) within such Residential Owner's Lot.

15.3 Dogs in the Common Areas. With the exception of the Recreational Facilities and any other area designated as no pets, dogs are allowed in the Common Areas, including the Community Streets, only if they are at all times on a leash. Dogs must be under their Owner's control when outside of the Lot or fenced yard. Dog owners are responsible for any damage to person or property caused by their pets.

15.4 Cleaning Up After Your Pet. Fecal waste deposits made by pets on any Common Areas must be immediately cleaned up by the Owner of the pet. Waste must be put in a tightly sealed plastic bag before disposal. The pet Owner, at his or her sole cost and expense, shall repair any damage caused by the Owner's pet, including without limitation damage to landscaping, carpet, stained stucco, and claw marks on Common Areas or the Association Maintenance Area improvements.

15.5 Disturbance from Pets. Unreasonable and/or continuously barking dogs left in a yard are not permitted. Any pet that makes noise disturbing to a neighbor must be confined within its Residential Owner's Lot in a place from which such noise cannot be overheard. Occupants who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to contact the Association in writing with a formal complaint and contact the Animal Services Department at the City.

15.6 Liability. Each person bringing or keeping a pet within the Community shall be fully liable to other Occupants and their guests for any damage to persons or property caused by any pet brought upon or kept within the Community by such person or by members of his/her family or guests. If, after notice and a hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Community within 7 days.

15.7 Service Animals. Service animals, e.g., seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner. For purposes hereof, a "service animal" is an animal that meets the criteria for service animals set forth in state and federal law and regulation and has been properly trained to provide a necessary service for a person with a legally recognized disability. Emotional support

animals shall not be considered service animals except to the extent required by state and federal law and regulation.

16. Garages and Parking and Vehicle Regulations

- 16.1 Declaration Parking Restrictions.** Section 8.2.6 of the Declaration includes vehicle, garage and parking restrictions.
- 16.2 Streets and Parking.** Occupants shall first use their garage and driveway (if applicable) before parking in the streets. No vehicles or other uses, structures or items shall block access to the streets or restrict ingress or egress over the streets. Vehicles parked in driveways shall not extend into the streets or block the sidewalks. Street parking is for temporary, short term use by invitees of Occupants and Occupants (only when the resident's garage and driveway are fully parked). Vehicles on the street may not be parked for more than 72 consecutive hours.
- 16.3 Garages.** Garages must be maintained to house the number of motor vehicles owned by the Residential Owner to its fullest extent possible. Garages shall not be converted for storage, living or recreational activities. No garage space shall be used for non-parking activities if it will result in the Residential Owner or Occupant using street parking space instead of the garage. Unless otherwise required under Applicable Laws, garages shall be used for parking vehicles only. Notwithstanding the foregoing, to the extent that Applicable Laws require that a Residential Owner be allowed to convert a garage, or a portion thereof, to living areas, including without limitation the construction or conversion of space into an ADU, such conversion shall only be allowed to the minimum extent required under Applicable Laws, so as to maximize the ability to utilize the garage for the parking of vehicles inside the garage. Each Residential Owner and the Occupants, to the extent such Residential Owner or Occupant has automobiles in the Property, are required to park such automobiles in the garage, and in the appropriate length driveway as a secondary location. Garage doors are to be kept closed except when vehicles are entering or exiting the garage. The Association has the right to inspect garages to ensure compliance with this provision.
- 16.4 Vehicle Maintenance.** No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, trailer, or other vehicle or equipment shall be conducted within view of any Lot; minor or emergency automobile repairs may be done in the enclosed garage. All Authorized Vehicles and motorcycles within view of other Lots in the Community must be operable and possess a current license and registration.
- 16.5 Noise.** No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or their sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.
- 16.6 Prohibited Vehicles.** Prohibited vehicles such as commercial type vehicles, buses or vans designated to accommodate more than 10 people, vehicles having more than 2 axels, trailers, inoperable vehicles, aircraft, etc. are not permitted in the Community. Section 8.2.6 of the Declaration further restricts certain "commercial vehicles." Prohibited Vehicles are not permitted in the Community, except for brief periods for loading, unloading, making deliveries or emergency repairs. For the purpose of this provision, a brief period is no more than 48 hours. Vehicles that fall within this provision would require prior review from the Board of Directors to permit parking of such vehicle within the Community, including driveways.
- 16.7 Recreational Vehicles.** Recreational Vehicles are not permitted in the Community, except for brief periods for loading, unloading, making deliveries or emergency repairs. For the purpose of this

provision, recreational vehicles are not to exceed 48 hours consecutively and no more than 48 hours in any 7-day period and not to exceed 4 occurrences per calendar month for loading, unloading, making deliveries or emergency repairs.

- 16.8 Car Alarms.** Should a car alarm continue to go off, the Management Company or the Association may, at the Residential Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb Occupants of the Community.
- 16.9 No Parking Zones and Fire Lanes.** Vehicles may not be parked in "no parking zones." Such no parking zones may be identified by signs, with red-painted curbs, or indicated in the governing documents. Vehicles parked in these no parking zones and fire lanes will be towed immediately without notice and at the vehicle Residential Owner's expense.
- 16.10 Electric Vehicles.** Areas marked specifically for Electric Vehicles may only be used by Electric Vehicles. Vehicles parked in these areas will not be permitted to park overnight.
- 16.11 Guest Parking.** Areas marked specifically for Guest Parking may not be used by Residential Owners or Occupants. Guest parking is first come first served and are limited to no more than 72 hours in any seven day period.
- 16.12 Parking at the Northlake Resident's Club and Recreational Facility.** Parking at the Recreational Facility is on a first come first served basis. No overnight parking is permitted at the Recreational Facility parking lot.
- 16.13 Towing Authority.** Any vehicle wrongly parked within the Community may be towed in compliance with the requirements and procedures of Vehicle Code section 22658 or any successor statute thereto. In addition, and without limiting the foregoing or any other right or remedy available to the Board, the Board may impose monetary penalties for violation of any parking restrictions or Rules.

17. Nuisances.

No activity shall be conducted on any Lot or Common Area that constitutes a nuisance or unreasonably interferes with the use or quiet enjoyment of the Occupants of any other Residence. Use of horns, whistles, bells, or other sound devices not associated with the security of a Residence are prohibited. Additionally, noisy, unsightly, unusually painted or smoky vehicles, large power equipment/tools, off road vehicles, items that create or emit loud noises or noxious odors, and items that unreasonably interfere with television or radio reception are not permitted. For all nuisances that management is unable to visualize, a Nuisance Report Form must be submitted.

18. Holiday Lighting and Decorations.

- 18.1 Acceptable Timeframe.** The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than 20 days prior to the day of the holiday, and must be removed within 14 days after the holiday.
- 18.2 Location.** No Residential Owner may place holiday decorations within the Common Areas, except for the Association.

18.3 Lights. All holiday lighting must have a “UL” or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Residential Owners.

19. Rental of Lots.

Subject to the restrictions in the Declaration, and Applicable Laws, a Residential Owner shall be entitled to rent the Residential Owner’s Lot for a term of not less than 30 days. The Residential Owner is responsible for all actions of the lessee and subject to the following guidelines:

19.1 Management Company Notification. All Residential Owners who rent their Lots are required to submit a completed Tenant Registration Form to the Management Company in accordance with California Civil Code Section 4740 prior to the tenant(s) occupancy. A copy of the Tenant Registration Form is attached to these Association Rules.

19.2 Written Lease or Rental Agreement. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease agreement. No less than the entire Lot may be rented without prior written approval from the Board of Directors. Upon request by the Association, a copy of any lease agreement shall be provided to the Association prior to the tenant’s occupancy. Section 8.1 of the Declaration contain provisions regarding rental of Lots.

19.3 Compliance with Governing Documents. A copy of the Governing Documents, including these Association Rules and the Architectural Guidelines shall be provided by the Residential Owner to each tenant or lessee prior to the lessee’s occupancy. The leasing Residential Owner shall, at all times, be responsible for their tenant’s or lessee’s compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of the Lot.

19.4 No Right of Approval. Other than to enforce the provisions of the Governing Documents, the Association shall have no right to approve the tenant or lessee on any basis, or to approve or reject particular business terms of the lease or rental agreement. If Residential Owners provide the Association with the terms of any leases or rental agreements, renewals, extensions or amendments, such terms shall be held in confidence by the Association at all times and shall not be disclosed except to the limited extent necessary for the enforcement of the Governing Documents.

19.5 Association Amenities. Use privileges for amenities and Common Areas transfer to the lessee or tenant. A Residential Owner shall have no personal use privileges upon leasing their Lot.

19.6 Assessments and Voting Rights. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association. The assessments and voting rights remain with the Residential Owner.

19.7 Disciplinary Action. In the event that any tenant or lessee, fails to honor, or comply with, the provisions of any Governing Documents, the Association shall be entitled to take such corrective action as it deems necessary or appropriate under the circumstances in order to preserve the quiet enjoyment of other Residential Owners and Occupants, which action may be with respect to such tenant or lessee or the Residential Owner of the Residence so leased.

19.8 The Association’s action(s) in response to a tenant or lessee’s violation of the Governing Documents may include the following:

19.8.1 Suspension of the tenant or lessee's privileges to use the Association's Common Areas and Recreational Facilities, which may include deactivation of the tenant or lessee's Fob(s) and/or deactivation of Transponder(s).

19.8.2 The imposition of fines and penalties against the Residential Owner of the Residence.

20. Landscaping.

Except for those portions of the Lot that are landscaped by a Declarant, each Residential Owner of a Lot must install the initial Improvements and landscaping shown on such Residential Owner's approved landscape plan by the date which is no later than six (6) months after the conveyance of the Lot by Declarant to a Residential Owner. Submittal of such plan shall occur within ninety (90) days after the conveyance of the Lot by the Declarant to a Residential Owner. If such plan is disapproved, a revised plan(s) must be submitted not more than 15 days after such disapproval, until a plan has been approved in accordance with the provisions of Article 7 of the Declaration. Residential Owners are not permitted to install any landscaping which interferes with the established drainage pattern over the Community.

In accordance with 8.2.17 the parkway areas in front of each home are public right of way to be maintained by the Association and is not part of the Residential Lot. Irrigation in these areas is to be maintained by the Lot to which the parkway is adjacent.

21. Trash Disposal.

Trash, garbage or other waste must be kept only in approved sanitary, properly closed containers. No trash or debris is to be left in any area that is visible to others, such as walkways, Common Areas or Association Maintenance Areas, except when trash cans are set out in the street for trash collection. The Residential Owners shall comply with the City's waste and recycling program for the Community. No Residential Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored out of public view, within garages or behind a fence or wall in a side yard, except on the scheduled day for trash pickup. Containers shall be placed in designated areas no earlier than 12 hours before the scheduled pick up time. Containers must be returned to garages/placed out of sight within 12 hours after pick up on the day trash pickup is scheduled. Residential Owners shall be subject to fines imposed by the Association for failing to comply with guidelines regulating the times during which containers may be placed in designated areas.

22. Noise Control.

Homes within the Community have been designed to encourage indoor/outdoor living, and as such it is anticipated that Occupants may generate noise while utilizing their outdoor spaces which will be heard by other homes within the Community. Occupants, while encouraged to enjoy this aspect of their homes should also be considerate of the impacts from noise they are generating on other Occupants within the Community, by keeping noise levels to a reasonable level. Occupants shall not violate the City noise ordinance, if any. If a resident experiences excessive noise from a neighbor, Occupants should contact the neighbor and if needed, should contact the City Police Department. A resident may also complete a Violation Complaint Report regarding the excessive noise and submit it to the Management Company.

23. **Northlake Community Lake.**

No activities of any sort are permitted within the Lake other than what is permitted by the Wildlife Hazard Management Plan and any Lake and Stormwater Plan.

24. **Northlake Community Pool Use Restrictions**

24.1 **Hours.** The swimming pool hours of operation will be as follows:

Sunday through Thursday: 6:00AM to 9:00PM

Friday through Saturday: 6:00AM to 11:00PM.

Hours of operation are subject to change by the Board. Additional rules may be posted at the pool areas and must be observed.

24.2 **Assumption of Risk.** **THERE IS NO LIFEGUARD ON DUTY.** The Association does not employ lifeguards. All persons using the swimming pool do so at their own risk, responsibility and liability. The Association is not liable for injury or harm caused to any person while using the pool.

24.3 **Lifesaving Equipment.** **SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.** Emergency lifesaving equipment may not be moved or relocated from its mounted positions.

24.4 **Attire.** Appropriate swimming attire is required at all times. Any person who is incontinent or not fully toilet trained must wear appropriate waterproof clothing when entering or being carried into the pool.

24.5 **Pool Use.** All Occupants under 14 years old must be accompanied and supervised by (1) a responsible person of the same household at least 16 years of age capable of using the life preserver and Life Hook in case of an emergency; or (2) a responsible person (non-resident or guest) at least 16 years old capable of using the life preserver and Life Hook in case of an emergency. All non-Occupants or guests under 14 years old must be accompanied and supervised by a responsible person (resident or guest) at least 16) capable of using the life preserver and Life Hook in case of emergency. All guests must be accompanied by a resident.

24.6 **Health.** Using the swimming pool with open cuts, wounds, rashes or communicable diseases that may affect others, including, but not limited to any skin disease, sore or inflamed eyes, nasal or eye discharge is prohibited.

24.7 **Alcohol and Drugs.** Intoxicated persons or persons under the influence of narcotics, drugs, or medication that adversely affects a person's motor skills are prohibited from using or being in close proximity to the pool. Alcoholic beverages are not permitted in Resident's Club, LakeHouse, Pool, or any other common area.

24.8 **Smoking.** No smoking of any kind (e.g. vaping, cigarettes, pipes, cigars or E-cigarettes) is allowed in the Recreational Facility building or in the pool area.

24.9 **Pool Controls.** Adjustment of any control regulating the pool, lights or other common service is PROHIBITED.

24.10 **Pool Service.** All persons must leave the swimming pool area if maintenance crew request the area be temporarily vacated for cleaning and/or service.

- 24.11 Gates and Fobs.** Pool areas are to be entered through the gates only. Climbing over a fence to enter or exit the pool area is prohibited. Gates are to remain closed and locked at all times. The lending of access fobs to non-Occupants for use of the pool is prohibited.
- 24.12 Number of People Using Pool.** The Association reserves the right to limit, on a reasonable basis, the number of people using the swimming pool at any given time. Individuals or groups must not occupy the pool to the effective exclusion of others. Occupants are only permitted to have four (4) guests per household at a time.
- 24.13 Pool Rule Enforcement.** Anyone not abiding by the posted rules may be asked to leave the pool area by any member of the Association or the Management Company.
- 24.14 Wheeled Apparatus.** Skateboards, rollerblades, roller-skates or bicycles are not allowed in the swimming pool areas.
- 24.15 Glass.** No glass, breakable containers or sharp objects are permitted. If glass or sharp objects are brought to the pool areas and it causes an accident or injury, the responsible Residential Owner will be liable for the cost of any resulting damage or injury.
- 24.16 Items Not Permitted.** No surfboards or boogie boards will be permitted in the pool. No tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) or pool furniture are to be thrown into or around the pool.
- 24.17 Safety.** Diving, running, pushing or other aggressive/boisterous activity in or around the swimming pool area is prohibited.
- 24.18 Pets.** Except for service or assistance animals, pets are prohibited in the swimming pool area.
- 24.19 Guests.** Recreational facilities are reserved for full-time Occupants of the Community and their guests. Occupants are permitted up to four (4) guests per household in the recreational facilities and common areas. Residential Owners who have rented or leased their Lot are not entitled to use the recreational facilities. Occupants must accompany their guests at all times when using the recreational facilities.

25. Northlake Community Resident’s Club and Recreational Facility Use Restrictions

- 25.1** Use of the facilities is restricted to Residential Owners, Occupants, permitted users and their guests for their personal use only.
- 25.2** The facilities may be accessed 7 days per week, including holidays. The operational hours are posted at the facilities, with the exception of selected holidays to be determined by the Board of Directors.
- 25.3** Usage may not exceed the maximum occupancy posted due to fire department regulations.
- 25.4** Use of the facilities is at the Residential Owner’s, Occupants, permitted users and/or guest’s own risk.
- 25.5** Key Fobs – Upon final completion of the Recreational Facilities, two fobs will be given to each Lot at no charge. Key fobs should be passed on to future buyers at the transfer of sale. If not, the Residential Owner may purchase key fobs at a cost of \$50.00 each. Each Lot is limited to a maximum of three fobs. Replacement key fobs may be purchased at a cost of \$50.00 each.

- 25.6** Certain dates may be blacked out due to holidays, and Association and/or Developer events as these organizations, which serve the entire community take priority over individual Residential Owner, Occupant, or permitted user use.
- 25.7** The facilities cannot be used for personal gain or commercial activity of the Residential Owner's, Occupants, or permitted users. No commercial use of the facilities is permitted to be undertaken by Residential Owner's, Occupants, or permitted users, including tutoring classes, home parties where members of the general public are invited, solicitations and/or advertisements, unless the event is an Association sponsored and run event. Notwithstanding the foregoing, California Civil Code 4515 allows assembling or meeting during reasonable hours and in a reasonable manner for purposes relating to common interest development living, legislation, election to public office or the initiative, referendum or recall process.
- 25.8** No smoking of any kind (e.g. vaping, cigarettes, pipes, cigars or E-cigarettes) is allowed in any Recreational Facility building, open space, or in the pool area.

26. Volleyball and Bocce Ball Courts.

Both the Volleyball and Bocce Ball Courts are available on a first come, first served basis. Users must bring their own equipment. Courts are available from dawn to dusk daily.

27. Right of Association to Close Facilities

The Association may not open, or if opened, may temporarily close or restrict access to the Recreational Facilities for many reasons including for maintenance a repair and, if the Board has determined, in its prudent judgment that such closure is necessary to protect the health and safety of the Members which may include emergency situations and or closures due to the current COVID-19 pandemic and other health emergencies. . The Association shall have such rights regardless of whether Federal, State or local laws have authorized the opening of the Recreational Center.

28. Community Guidelines Basics.

Be considerate of your neighbors. The intent of the Association is to operate, manage and maintain the value of the Community for the enjoyment of all.

29. Architectural Review.

Remember that if you want to make any exterior modifications to your Lot, you must contact the Management Company for Architectural Guidelines and the application forms that must be submitted to the Board (or the Architectural Review Committee if one has been formed) and written approval must be obtained before undertaking any modifications. Certain installations may also require a building permit from the City of Sacramento.

30. Northlake: Procedures for Enforcement of the Governing Documents.

The Board is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Declaration, Bylaws, Association Rules or Architectural Guidelines. Enforcement of the Governing Documents depends on the participation and cooperation of all Residential Owners, lessees and guests of the Residential Owners.

30.1 Reporting of Violations.

- 30.1.1** **Reporting Violations.** Violations may come to the attention of the Association through written complaints by Residential Owners or through visual observations by one or more Board members or by the Management Company.
- 30.1.2** **Written Complaints.** All complaints must be submitted on the Violation Complaint Report form attached to these Association Rules and submitted to the Board of Directors, in care of the Management Company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation. Each complaint must cite the alleged violator's name and address (if known), date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation. Anonymous complaints will not be accepted.
- 30.1.3** **Confidentiality.** Complaints will be held in confidence to the extent permissible by law; however, if requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board of Directors to be heard regarding the alleged violation.
- 30.2** Violation Notification.
- 30.2.1** **Courtesy Notice.** Upon observation of a violation or receipt of a written complaint, the Management Company may send a violation letter. The Management Company may send a written "friendly reminder" ("**Courtesy Notice**") to the offending Residential Owner of record at the address appearing in the records of the Association and, if the Lot is rented, to the tenant. The Courtesy Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date. The Association is not obligated to provide a Courtesy Notice to the Residential Owner or the Residential Owner's tenant.
- 30.2.2** **Violation Notice and Notice of Hearing.** Upon observation of a violation or receipt of a written complaint, the Management Company may send a formal written notice of hearing to the Residential Owner scheduling a Board hearing on the violation and advising the Residential Owner that monetary fines and penalties may be imposed ("**Notice of Hearing**"). The Notice of Hearing shall be delivered personally or mailed by first class mail, or certified or registered mail, return receipt requested, to the offending Residential Owner at the last known address listed, and to the tenant at the tenant's address within the Community, at least 10 days before the proposed date of hearing on the alleged violation. The notice shall contain the following:
- (a) an explanation in clear and concise terms of the nature of the alleged violation;
 - (b) a reference to the provision(s) of the Governing Documents which the Member is alleged to have violated; and
 - (c) the date, time and place of the hearing.
- 30.3** The Notice of Hearing may also include the amount of any monetary penalties which may be imposed at the hearing if the violation is not corrected, and the amount of any additional monetary penalties which may be imposed at the hearing for the continuation and/or repetition of the violation and shall include a description of other penalties which may be imposed, including, without limitation, the membership rights which may be suspended by Board decision at the hearing.

30.4 Hearing Procedures.

30.4.1 Violation Hearing. If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Notice of Hearing (“**Hearing**”). The Hearing will be held regardless of whether the Residential Owner attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the suspension of membership rights in accordance with the Governing Documents. Any determination made by the Board is binding notwithstanding the absence of the Residential Owner.

30.4.2 Residential Owner’s Participation at the Hearing. At the Hearing, the Residential Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. If the Residential Owner cannot attend the Hearing, he or she may submit a written statement and any supporting information to the Association. At the Hearing, the Residential Owner will be given an opportunity to present extenuating or mitigating facts or arguments. If a Residential Owner fails to attend the hearing, the Board will decide the case on the facts presented in the written complaint(s), the Residential Owner’s written statement submitted in lieu of appearing at the Hearing, or on other pertinent oral or written evidence presented to the Board.

30.4.3 Board’s Findings. The Board will make a determination as to whether a violation was committed. If the Board determines that a violation exists or was committed, the Board can impose reasonable monetary penalties and/or discipline against the Residential Owner as provided for in the Declaration and in these Association Rules.

30.4.4 Sanctions. If the Residential Owner has corrected the violation within the timeframes given, the Board will not impose any additional monetary fines or penalties. If the Residential Owner continues to be in violation, the Board will determine what sanctions are appropriate.

30.4.5 Notice of Disciplinary Action. If the Board imposes discipline, the Board shall provide the Residential Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery by first class mail, within 15 days following the action.

30.5 Suspension of Privileges and Monetary Penalties. If the Board finds a Residential Owner (and/or his or her guests, Occupants, or permitted users) in violation of the Governing Documents, after reviewing the evidence presented at the Hearing, pursuant to the guidelines set forth in the Association’s Declaration and Bylaws, the Board may in its discretion levy any or all of the following penalties and sanctions:

- (a) Monetary fines;
- (b) Suspension of a Residential Owner’s (and/or his or her guests, Occupants or permitted users) membership rights and privileges; including but not limited to the use of the Recreation Facility and pool;
- (c) Removal of any non-conforming structure or improvement; and
- (d) Compliance Assessment against a Residential Owner for any costs incurred by the Association, including attorney’s fees and costs, with respect to the violation.

30.6 **Fine Schedule.** The Board may impose only 1 fine within any 30 day period. Fines shall be in addition to any assessment levied to reimburse the Association for expenses and costs. Fines may be levied in accordance with the following schedule: Fines will continue on a monthly basis until the Residential Owner is in compliance.

Violation	Range of Fine Amount
First violation of any kind	\$100 to \$200
Second violation of the same or similar kind within a 12-month period	\$200 to \$300
Third violation of the same or similar kind within a 12-month period	\$300 to \$500
Architectural Improvements without approval	\$1,000

30.6.1 All fines, including Compliance Assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Residential Owner of the Lot. Any and all fines shall be billed to the Residential Owner's account for the Association.

30.6.2 The Association reserves the right to use any legal remedy available to enforce the Governing Documents against a Residential Owner, including, without limitation, the collection of any fines imposed against a Residential Owner for violating the Governing Documents, injunctive relief and/or declaratory relief.

Northlake Election Rules

Election Notice Requirements. The Association shall provide general notice of the procedures and deadlines for submitting candidate nominations in compliance with California Civil Code Section 5115.

Equal Access.

If, in the course of an election campaign for a position on the Board, any candidate or member of the Association advocating a point of view is provided access to a form of media (including, but not limited to, newsletters and Internet web sites) that is owned or entirely run by and for the Association, for a purpose that is reasonably related to that election, equal access shall be provided to all candidates and members of the Association for the same purpose (“**Equal Access**”).

Equal Access, as described above in Section 2.1, shall also apply to members of the Association and candidates not endorsed by the current Board, and shall be for the purpose of advocating a point of view reasonably related to the election.

The Association shall not edit or redact any content from the presentation of the points of view described in this Section, to the extent that such content does not violate any provision in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements, Bylaws of the Association or Rules promulgated by the Board, or any applicable state, federal or local laws, but may include a statement specifying that the candidate or member of the Association, and not the Association, is responsible for the content of such point of view.

The Association shall give all candidates, including those candidates who are not incumbents, and those who are not endorsed by the Board, Equal Access to the common meeting area (i.e., time and space available for such candidate’s use), if any, to present a point of view reasonably related to the upcoming election.

The Association shall not charge candidates a fee for access to the common meeting area for the purposes described in this Section.

Qualifications and Procedures for Nomination of Candidates.

A Member of the Association is eligible to be nominated or to nominate himself or herself for a position on the Board if all of the following conditions are satisfied by such Member:

as of the date of nomination, the Member is a Residential Owner of his or her Lot.

as of the date of nomination, the Member is at least 18 years old.

no other joint Residential Owners of a Lot held in common with the Member is serving on the Board and would serve on the Board concurrently with the Member.

the Association is not aware of any past criminal conviction that would, if the Member was elected, either prevent the Association from purchasing the fidelity bond coverage required by Section 5806 of the California Code of Civil Procedure or terminate the Association’s existing fidelity bond coverage.

Directors and candidates must be Members of the Association unless: (i) Declarant has made a nomination of a non-Member candidate consistent with the voting power of Declarant as set forth in the regulations of the Department of Real Estate and the Association’s governing documents, or (ii) the Residential Owner of a Lot is a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for purposes of this section.

All Members of the Association eligible to vote in the forthcoming election are eligible to nominate himself or herself as a candidate for the Board. In addition, representatives of Declarant, as provided in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of the Association, may be nominated as a candidate for the Board.

Provided that a Member of the Association seeking candidacy for a position on the Board satisfies the eligibility requirements set forth in Section 3.1 above, such Member of the Association may be nominated or nominate himself or herself by the following procedures:

Nominations for candidates to the Board may be submitted in writing to the current Board, the secretary of the Association or the management company of the Association not less than 30 days prior to the date designated for mailing or distribution of ballots for the election of new Board members or such other date as established by the Board. Members of the Association shall not be prohibited from nominating themselves for any Board position and any attempt to prevent a Member of the Association's self-nomination shall be invalidated.

After collecting all properly-submitted nominations, the current Board shall: (1) confirm or cause to be confirmed each nominated person's eligibility under Section 3.1; (2) confirm or cause to be confirmed each individual's acceptance of nomination; (3) distribute or cause to be distributed to the Association's membership a list of the confirmed candidates, as detailed in Section 3.5 below; and (4) prepare or cause to be prepared a ballot for distribution to all Members of the Association for voting purposes. Each such ballot must satisfy the requirements set forth in Section 4 below.

The Association shall provide general notice of the procedure and deadline for submitting a nomination at least 30 days before any deadline for submitting a nomination. Individual notice shall be delivered pursuant to California Civil Code Section 4040 if individual notice is requested by a Member.

The Association shall provide general notice of all of the following at least 30 days before the ballots are distributed: (i) the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector(s) (as defined below); (ii) the date, time, and location of the meeting at which ballots will be counted; and (iii) the list of all candidates' names that will appear on the ballot. Individual notice of the foregoing shall be delivered pursuant to California Civil Code Section 4040 if individual notice is requested by a Member.

Secret Ballot.

Pursuant to California Civil Code Section 5100, elections and votes related to assessments, selection of Members of the Board of the Association, amendments to the governing documents adopted by the Association, and the grant of certain exclusive use easements shall be by secret ballot. The secret ballot must satisfy the requirements set forth in the California Civil Code and this Section. The Association shall require the Inspector(s) (as defined below) to deliver, or cause to be delivered, at least 30 days prior to the voting deadline for the election, to each eligible Member of the Association the following documents:

- a ballot or ballots and 2 pre-addressed envelopes; and
- a copy of the election operating rules.

The delivery of the election operating rules under Section 4.1(b) may be accomplished by either of the following methods: (i) posting the election operating rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"; or (ii) individual delivery.

Ballots may not identify the voter's name, address, parcel or Lot number.

The ballot itself may not be signed by the voter. It must be inserted into a sealed envelope. That sealed envelope must then be sealed within a second outer envelope. The outer envelope shall have, in the upper left-hand corner, space for the voter to print and sign his or her name, and print his or her address.

The outer envelope is pre-addressed to the Inspector(s), who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed via first class mail to a location specified by the Inspector(s). The Member of the Association may request a receipt for delivery.

Selection of Inspectors.

The current Board of the Association shall select either 1 or 3 independent third parties to serve as the inspector or inspectors of the election (“**Inspector(s)**”). A person or persons currently employed or under contract to the Association for any paid services may not be selected to be an Inspector. No Member currently running for an elected position on a Board may serve as an Inspector.

The Inspector(s) shall have the responsibilities described in applicable law, including without limitation, California Civil Code Section 5110, and shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as practical.

If there are 3 Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors.

The Inspector(s) shall have the right to appoint and oversee such additional persons as the Inspector(s) deems appropriate to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.

All election materials shall be in the custody of the Inspector or a location designated by the Inspector in compliance with California Civil Code Section 2125.

Voting.

Ballots and all related materials required for voting under these procedures shall be sent to eligible Members of the Association at least 30 days before the date set for tabulation of votes.

Members may cast their ballots by any 1 of the following methods:

Members may mail their ballots to the location designated by the Inspector(s) provided that any ballot so mailed is postmarked no later than the date that is 3 business days before the date set for tabulation of votes; or

Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector(s) no later than 2 business days before the date set for tabulation of votes; or

Members may deposit their ballots with the Inspector(s) at the meeting in which votes are to be tabulated prior to the time set by the Inspector(s) for closing of the polls.

Once a ballot is received by the Inspector(s), it is irrevocable.

No ballots shall be accepted, by mail or otherwise, after the date and time set by the Inspector(s) for closing of the polls. Any ballots received after the polls have closed shall be disqualified and will not be counted by the Inspector(s). A Member of the Association whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures.

Eligibility and Vesting of Voting Rights.

A Member of the Association is eligible to vote if the Member owns his or her Lot when ballots are distributed.

Except where cumulative voting is authorized, Class A Members may cast only 1 vote per Lot. If more than 1 party is record Residential Owner of a Lot, the vote for that Lot shall be cast as the Residential Owners among themselves determine or forfeited if the Residential Owners cannot agree, as provided in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of the Association.

Such voting rights attributed to any given Lot in the Community shall vest as provided in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of the Association.

Proxies.

Any eligible Member of the Association may authorize another person to act by proxy, pursuant to the Bylaws of the Association.

Any instruction given in a proxy that directs the manner in which the proxy is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the vote by secret ballot, in the manner prescribed in these procedures. The Inspector(s) shall determine the authenticity, validity and effect of proxies. Proxies shall be presumed valid if executed in accordance with California Corporations Code Section 7613 and the Bylaws of the Association.

Voting Procedures and Custody.

All votes shall be counted and tabulated by the Inspector(s) in public at a properly noticed open meeting of the Board of the Association and/or Members of the Association. Any candidate or Member of the Association may witness the counting and tabulation of the votes. No person, including, but not limited to, Members of the Association and employees of the management company, if one has been selected, shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector.

The results of the election, as tabulated by the Inspector(s), shall be promptly reported to the current Board of the Association and shall be recorded in the minutes of the next meeting of the Board of the Association, and shall be made available for review of Members of the Association. The Board of the Association shall publicize the results of the election in a communication directed to all Members of the Association, within 15 days of the date the final tabulation of votes has occurred.

The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody and control of the Inspector(s), or at such location designated by the Inspector(s), until after the final tabulation of votes and expiration of the time allowed by California Civil Code Section 5145 for challenging the election, after which time the custody and control of the ballots shall be turned over to the Association.

After the final tabulation of the votes has been completed by the Inspector(s) and custody and control of the ballots has been turned over to the Association, the Association shall store the ballots or cause them to be stored, in a secure location for not less than 1 year from the date of final tabulation of votes.

Retention of Election Materials. The Association shall maintain election materials in compliance with California Civil Code Section 5105(a)(7).

Amendment. These Election Rules shall not be amended less than 90 days prior to an election.

Northlake Community Association Collection Policy

1. Assessments, late charges, interest, collection costs, and any attorneys' fees, are the personal obligation of the Residential Owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the Residential Owner of record's responsibility to pay each assessment in full regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.
3. Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the Residential Owner and that Association enter into an agreement providing for payments to be applied in a different manner.
4. When any regular or special assessment remains unpaid 15 days past its due date, said assessment shall be subject to a late charge not exceeding 10% of the delinquent assessment or \$10.00, whichever is greater, in accordance with California Civil Code 5650(b)(2), unless the Declaration of Covenants, Conditions and Restrictions specifies a smaller amount.
5. In accordance with California Civil Code 5650(b)(3), the Board of Directors may impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed 12% per annum, commencing 30 days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.
6. When any assessment remains unpaid 60 days past its due date, the Association, through its Management Company, shall mail a pre-lien notification ("Pre-Lien Notification") to the Residential Owner as required by California Civil Code 5660 by certified and first class mail, to the Residential Owner's mailing address of record advising the Residential Owner of the delinquent status of the account, impending collection action and the Residential Owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("IDR"). The Residential Owner will be charged a fee for the pre-lien notification, which shall be charged to the delinquent member's account.
7. Within 15 days from the date of the postmark of the Pre-Lien Notification, a delinquent Residential Owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. The Board shall meet with the delinquent Residential Owner in executive session within 45 days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on a Residential Owner's Lot to secure payment for the Residential Owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the Residential Owner will not accrue while the Residential Owner remains current under the terms of the payment plan. If the Residential Owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
8. If a Residential Owner fails to pay the amounts set forth in the Pre-Lien notification and fails to request IDR within 45 days of the date of the Pre-Lien notification, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent

assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent Residential Owner. A fee for the lien processing work and a fee for the preparation and mailing said Notice of Delinquent Assessment by the agent, trustee or attorney employed by the Association, shall be charged to the delinquent Residential Owner's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure.

9. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent Residential Owner(s) by identifying the matter in the minutes by only the parcel number of the Residential Owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent Residential Owners the option of participating in IDR or Alternative Dispute Resolution ("ADR").
10. After 30 days from recording the Notice of Delinquent Assessment, the Association may turn the Residential Owner's account over to the Association's attorney or trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either: (a) the delinquent assessment amount totals \$1,800.00 or more, excluding accelerated assessments and specified late charges and fees; or (b) the assessments are delinquent for more than 12 months. However, upon review of the Residential Owner's delinquent account, the Board may decide to take small claims court action. The Association is authorized under California law to charge the Residential Owner reasonable costs of collection for any action utilized.
11. IMPORTANT NOTICE: IF YOUR LOT IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.
12. A Residential Owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to California Civil Code 5205. If it is determined that the Residential Owner has paid the assessments on time, the Residential Owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.
13. Residential Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. A Residential Owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.
14. Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is c/o Seabreeze Management, 26840 Aliso Viejo Parkway, Suite 100, Aliso Viejo, CA 92656, unless the account has been turned over to the Association's trustee or attorney, then the Residential Owner would need to call said party for the full amount owed and their correct mailing address.
15. The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted resolution of the Board of Directors. This policy is subject to change upon 30 day written notice.

Payment Plan Fee \$25.00 per month
Return Payment Fee \$25.00

Northlake Community Association

Code of Conduct for Directors and Committee Members

The Board of Directors has adopted the following ethics policy for its board members and committees. This policy is intended to provide guidance with ethical issues and a mechanism for addressing unethical conduct.

A. BOARD RESPONSIBILITIES

The general duties for directors are to enforce the association's governing documents, collect and preserve the association's financial resources, insure the association's assets against loss, and keep the common areas in a state of good repair. To fulfill that responsibility, directors must:

- regularly attend board meetings,
- review material provided in preparation for board meetings,
- review the association's financial reports,
- make reasonable inquiry before making decisions, and
- respond to member inquiries

B. PROFESSIONAL CONDUCT

In general, directors and committee members must conduct all dealings with vendors and employees with honesty and fairness, and safeguard information that belongs to the association.

1. Private Gain. Self-dealing occurs when directors or committee members make decisions that materially benefit themselves or their relatives at the expense of the association. "Relatives" include a person's spouse, parents, siblings, children, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law and anyone who shares the person's residence. Benefits include money, privileges, special benefits, gifts or other item of value. Accordingly, no director or committee member may:

- solicit or receive any compensation from the association for serving on the board or any committee,
- make promises to vendors unless with prior approval from the board,
- solicit or receive, any gift, gratuity, favor, entertainment, loan, or any other thing of value for themselves or their relatives from a person or company who is seeking a business or financial relationship with the association,
- seek preferential treatment for themselves or their relatives,
- use Common Areas, services, equipment or business for the gain or benefit of themselves or their relatives, except as is provided for all members of the association.

2. Confidential Information. Directors and committee members are responsible for protecting the association's confidential information. As such they may not use confidential information for the benefit of themselves or their relatives. Except when disclosure is duly authorized or legally mandated, no director or committee member may disclose confidential information. Confidential information includes, without limitation:

- private personal information of fellow directors and committee members,
- private personnel information of the association's employees,

- disciplinary actions against members of the association,
- assessment collection information against members of the association, and
- legal disputes in which the association is or may be involved--directors may not discuss such matters with persons not on the board without the prior approval of the association's general counsel. Failure to follow these restrictions could constitute a breach of the attorney-client privilege and loss of confidential information.

3. Accuracy of Information. Directors and committee members may not knowingly misrepresent facts. All association data, records and reports must be accurate and truthful and prepared in a proper manner.

4. Interaction with Management. To ensure efficient management operations, avoid conflicting instructions from the board to management and avoid potential liability, committee members and directors shall observe the following guidelines: The president of the Board shall serve as liaison between the board and management and provide direction on day to day matters.

- With the exception of the president, it may be determined that committee members and directors may not give direction to management or vendors.
- Directors may not contact management after hours unless there is an emergency representing a threat of harm to persons or property.
- If directors or committee members are contacted by Residential Owners or residents with complaints regarding management, the director or committee member shall be instructed to contact senior management or the board as a whole.
- No director may threaten or retaliate against management who brings information to the board regarding improper actions of a director or committee member.
- Directors and committee members are prohibited from harassing or threatening management, vendors, directors, committee members, and Residential Owners, whether verbally, physically or otherwise.

5. Professional Behavior. Directors and committee members are obligated to act with proper decorum. Although they may disagree with the opinions of others on the board or committee, they must act with respect and dignity and not make personal attacks on others. Accordingly, directors and committee members must focus on issues, not personalities and conduct themselves with courtesy toward each other and toward employees, managing agents, vendors and members of the association. Directors shall act in accordance with board decisions and shall not act unilaterally or contrary to the board's decisions. Board members must also remain professional in all aspects of communication, including social media.

C. WHEN CONFLICTS ARISE

Situations may arise that are not expressly covered by this policy or where the proper course of action is unclear. Directors and committee members should immediately raise such situations with the board. If appropriate, the board will seek guidance from the association's legal counsel.

1. Disclosure & Recusal. Directors and committee members must immediately disclose the existence of any conflict of interest, whether their own or others. Directors and committee members must withdraw from participation in decisions in which they have a material interest.

2. Violations of Policy. Directors and committee members who violate the association's ethic's policy are deemed to be acting outside the course and scope of their authority. Anyone in violation of this policy may be subject to immediate disciplinary action, including, but not limited to:

- censure,
- removal from committees,
- removal as an officer of the board,
- request for resignation from the board,
- recall by the membership, and
- legal proceedings.

Prior to taking any of the actions described above, the board shall appoint an executive committee to investigate the violation. The committee shall review the evidence of violation, endeavor to meet with the director/committee member believed to be in violation, confer with the association's legal counsel, and present its findings and recommendations to the board for appropriate action. The board shall endeavor to meet with the director/committee member in executive session prior to imposing disciplinary action against that person.

D. ACKNOWLEDGMENT

I acknowledge that I have received and read the association's ethics policy and have had the opportunity to ask questions about the policy. I understand my obligations as a director and/or committee member under this policy and will act in accordance with my obligations

Signature: _____ Date: _____

Print name: _____

Northlake Community Association

Alternative Dispute Resolution/Internal Dispute Resolution

The purpose of this policy is to provide each resident with a summary of Civil Code Section 5965, which governs the enforcement of the covenants and restrictions of the Association's governing documents.

This section provides that, subject to several exceptions, in disputes regarding the enforcement of the Association's governing documents, the parties to the disputes i.e., the Residential Owner and the Association, shall offer to resolve the dispute through arbitration or mediation prior to initiating litigation. The form of this Alternative Dispute Resolution ("ADR") may be binding or non-binding. Please note that failure of either the Association or the Residential Owner to offer ADR is a basis for ruling against you.

The California legislature has also provided that each year, your Association must send out a summary of this law and that summary must specifically include the following excerpt of the law:

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

As you can see, the failure to comply with this law may prejudice your rights. We strongly urge each one of you to carefully read the statute and consult with an attorney prior to commencing any litigation regarding the enforcement of the governing documents.

Either party (Association or Residential Owner) to a dispute may invoke the following Internal Dispute Resolution (IDR) procedure:

1. The party may request the other party to meet and confer, in an effort to resolve the dispute. The request shall be in writing.
2. A Residential Owner may refuse an Association request to meet and confer. The Association may not refuse a Residential Owner's request to meet and confer.
3. The Board hereby designates the President or in his/her absence, the Vice-President ("Board Designee"), as well as the Community Manager to meet and confer with the Residential Owner. The Board Designee shall also have the right to request the Chairperson of any applicable Committee involved in the dispute to assist the Board, attend the meet and confer session with the Residential Owner. The Board Designee and the Community Manager shall both meet together with the Residential Owner regarding the dispute.
4. If the Association is pursuing litigation related to a delinquent assessment, the Board designates the Treasurer in lieu of the President as the Board Designee.
5. Although not precluded, attorney participation in the IDR is discouraged in order to maintain direct discussions between the principals of the dispute and to maintain the goal of resolution through an expeditious process. To the extent Residential Owner requires that his/her/its attorney attend the IDR Process, the Residential Owner shall be required to give 5 business days' notice to the Association so that the Association can ascertain if it desires its legal counsel to also attend.
6. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other and confer in good faith in an effort to resolve the dispute.
7. A resolution of the dispute agreed to by the parties shall be finalized in writing and signed by the parties, including the Board Designee on behalf of the Association.
8. The Agreement reached by the Residential Owner and the Board Designee binds the parties and is judicially enforceable if both the following conditions are satisfied:
9. The Agreement is not in conflict with the law or the governing documents of the Association; and

10. The Agreement is ratified by the Board at the next regularly scheduled meeting of the Board following the date that the Agreement is executed by the Residential Owner and the Board Designee.
11. The Residential Owner participating in the IDR Process shall not be charged a fee to participate in the IDR Process.

ATTACHMENTS

Recreational Facility Rental Use Guidelines

Initial Membership Registration Form

Violation Complaint Report Form

Permitted user Registration Form

Recreational Facility Reservation and Use Agreement

NORTHLAKE COMMUNITY RECREATIONAL FACILITY

Reservation and Rental Guidelines

Introduction

Northlake Recreational Facility includes, among various Common Area amenities, a community center known as “The Resident’s Club .” The Resident’s Club is the center of activity, events, and social gatherings in Northlake. Consistent with the requirements imposed by the City of Sacramento, some areas of The Recreational Facility may be reserved for gatherings and events. Northlake has adopted these Guidelines to govern the reservation and rental of the reservable event spaces in The Recreational Facility. These Guidelines are incorporated into the Association Rules of Northlake Community Association.

The Board of Directors of the Northlake Community Association may, from time to time amend these Guidelines. All amendments and supplements will be noticed and adopted in accordance with the process for adoption of rules set out in the CC&R’s and applicable law. Copies of the latest adopted Association Rules, including these Guidelines, will be distributed to the membership and kept in the files of the Association by its General Manager, Seabreeze Management Company.

Reservation and Rental of Event Spaces

The rooms and event spaces listed below are available for short-term rental to Occupants of Northlake.

A. THE LAKEHOUSE

Description: The LakeHouse is the largest meeting room in Recreational Facility.

Duration of Rental Use: The LakeHouse may be reserved for periods up to four (4) hours (including the time necessary for setup and cleanup/breakdown). The LakeHouse may also be reserved for a eight (8) hour period at twice the fee for the normal four (4) hour rental (times include set up and clean-up). Minimum rental duration is four hours.

Rental fees: Four (4) hour rental fee is \$200. Eight (8) hour rental fee is \$400. Security deposit of \$350 is required per rental (due only once for an eight (8) hour rental).

Hours for Events: Events may begin no earlier than 9:00 a.m. Events (including setup and cleanup/breakdown) must end by 10:00 p.m.

Capacity: The LakeHouse will accommodate gatherings of up to sixty-five (65) persons.

Amplification: Amplification equipment and loudspeakers may only be used indoors. Doors (including patio doors) must be closed when amplification equipment is in use. See “Music, Amplified Sound, DJs” in Section D below.

Setup, Cleanup and Breakdown: See Section E. In addition, resident is responsible to properly dispose of all trash, wipe down tables, wipe down and clean surfaces in kitchen/pantry area, remove all personal property. All floors in the LakeHouse must be swept and wet-mopped. Host responsible for cleanup of lobby and rest rooms (including sweeping and wet mop of floors) necessitated by attendees of host’s event. Host must supply all cleaning materials, brooms, mops.

Alcohol: See Alcohol Requirements in Section C below.

Insurance: See Insurance Requirements in the section below.

Use Guidelines

B. GENERAL RULES

1. All catering, staffing, setup and cleanup/breakdown for private events shall be provided at the sole expense of the reserving party.
2. Rental fees and cleaning and damage deposits may be paid by check or money order payable to Northlake Community Association or online by credit card if the Manager has established an online payment portal.
3. All fees and deposits must be received at the time of the reservation and rental agreement is delivered to the Association or its manager, or reservation will be cancelled and void.
4. The total number of guests admitted to any of the rooms listed above not exceed the maximum occupancy posted.
5. Resident is responsible for all damage to Recreational Facility which is caused by their guests, vendors, or any other persons related to the party) and for all repairs or replacement costs.
6. No smoking of any kind (e.g. vaping, cigarettes, pipes, cigars or E-cigarettes) is allowed in the Recreational Facility.
7. No animals except for service animals may be brought into any portion of Recreational Facility. For purposes hereof, a “service animal” is an animal that meets the criteria for service animals set forth in state and federal law and regulation and has been properly trained to provide a necessary service for a person with a legally recognized disability. Emotional support animals shall not be considered service animals except to the extent required by state and federal law and regulation.
8. Room rentals do not include use of pool area. Guests may not overflow into pool or pool deck areas.
9. No portable cooking devices, except with prior written approval by Northlake HOA offices, are permitted within the facilities or may be used for any event.
10. Northlake Community Association and its manager are not responsible for personal items that may be lost, stolen or left unattended in Recreational Facility.
11. The use of jump houses is not permitted anywhere in Recreational Facility.
12. Open flame sources such as candles, tiki torches, etc., are not permitted at any time in Recreational Facility.
13. Parking is available on surrounding streets.
14. Surveillance cameras are installed in the LakeHouse and the lobby of Recreational Facility. The surveillance cameras are for the benefit of the Association as operator of Recreational Facility and they are operated at the discretion of the Association. Event attendees have no reasonable expectation of privacy in areas that are or may be under surveillance. Cameras may or may not be in operation during events, and their presence is not a representation or warranty of security or safety by the Association or its Manager. Occupants and their event attendees are solely responsible for the safety of themselves and their personal property while present in Recreational Facility.

C. RESERVATION PROCEDURE

Reservations are on a first-come, first-served basis, once all required paperwork is completed and required funds and evidence of insurance (as applicable) are received.

Rental Use Form. To reserve rooms at Recreational Facility, a Rental Use Form must be completed and submitted to Northlake HOA Offices at least thirty (30) days prior to, but no longer than six (6) months in advance of, the date of the reservation. Please contact Northlake HOA Offices for a Rental Use Form.

Frequency of Rentals. Management and the Board of Directors has the right to address frequency of use based on demand.

Good Standing; Prior Violations. Residential Owners/Occupants requesting to reserve the facilities must be in good standing (current in assessments and have no outstanding compliance issues).

Calendar Priority. The Association, as Residential Owner and operator of Recreational Facility, shall have priority in selecting dates for Association events in Recreational Facility or portions thereof, without prior notice to or approval from Occupants. Therefore, users are advised to review the master calendar kept by the Community Manager well in advance before planning an event in Recreational Facility.

Holiday Blackout Periods. Recreational Facility will not be available for reservation on the following holidays: New Year's Day, Easter Sunday, July 4th, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

Cleaning and Damage Deposit. The required cleaning and damage deposit is due with the reservation form for any room available for reservation. Following the event, the premises will be inspected by the Association's Manager. The cleaning and damage deposit will be refunded to the resident within thirty (30) days net of actual costs incurred to clean areas resident failed to clean, and/or net of the actual cost of repair or restoration of damage to the premises. The cleaning and damage deposit does not limit the resident's liability for the actual costs of repair or restoration of damage or clean-up. If the cost of repair or restoration of damage or clean up exceeds the amount of the cleaning and damage deposit, the excess will be billed to the resident. If the resident is a member of Northlake, then the excess may be levied as a special assessment. If the event is cancelled, the entire cleaning and damage deposit will be refunded within thirty (30) days of notice of cancellation from the resident. If all amounts due are not paid within 30 days of being billed or special assessment being levied, the resident will have reservation privileges revoked until paid in full.

Insurance Requirements. A rider on the resident's liability insurance policy with a minimum coverage amount of One Million Dollars (\$1,000,000), naming Northlake Community Association, BHCSPP LLC, and Seabreeze as additional insureds; or, in the absence of a rider, add Northlake Community Association, The Greenbriar Project Owner, LLC and Seabreeze as additional insureds on the resident's liability policy. Proof of this rider or additional insured coverage is required fourteen (14) days before the event. The Board has the absolute discretion to require a higher coverage amount if it determines that the requested event requires higher coverage.

Confirmation. A room reservation will not be confirmed until receipt by the Association's Manager of:

A completed reservation form;

Prepaid \$200 rental fee for the room;

Cleaning and damage deposit of \$500;

Proof that resident has obtained insurance required under Insurance section below (as applicable);

Proof of prepayment of patrol service fees (as applicable);

Notice that the event has been approved by the Association's Board of Directors.

Refunds for Canceled Events.

Rental fees on canceled events become nonrefundable if the host cancels the event within fourteen (14) or fewer days of the date of the scheduled event.

Cleaning and damage deposit is refundable in the event of cancellation.

The prepaid patrol service fee is refundable for cancellations seven (7) or more days before the date of the scheduled event.

D. ALCOHOL REQUIREMENTS

Alcohol may be served at events in the LakeHouse only. Alcohol will be permitted at events only if Management is notified at the time of the reservation application that alcohol will be served and all the following requirements are met:

Application. If alcohol is planned to be served, then the reservation application must so indicate.

Patrol Service. If alcohol is being served, the patrol service used by Northlake must be hired by the resident. The patrol fee will be provided at the time of reservation; minimum charge is for four (4) hours, payable to the patrol service vendor. The patrol service fee is due at the time the reservation is made and is to be made payable to the contracted patrol service vendor by cashier's check only.

Violations. Any alcohol served at a function without prior approval and insurance provisions being met and any other abuse of alcohol privileges will result in immediate shutdown of the event, with possible forfeiture of your cleaning and damage deposit and loss of future use of the rental facilities.

Minors. In accordance with California State Law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. Service to minors is a violation resulting in immediate shutdown of the event and possible forfeiture of the cleaning and damage deposit and loss of future use of the rental facilities. In addition, if alcoholic beverages are served at the function, no minors are to be present unless accompanied by parent or guardian.

License. If an ABC license/permit is necessary for an event, the resident must provide Management with proof of having obtained a valid license/permit no later than fourteen (14) days before the event, if necessary.

E. MUSIC, AMPLIFIED SOUND, DJ'S

All musicians, DJ's, equipment, stereos and speakers must be confined inside the building (unless other arrangements are approved and specified in writing).

All music must cease by 10:00 p.m. on Friday and Saturday and 9:00 p.m. Sunday – Thursday. All music must be kept at reasonable noise levels.

F. SETUP/CLEANUP/BREAKDOWN

Setup.

Resident must walk the facility with a Management staff member or authorized agent of the Association beforehand to ensure it is in order.

All equipment, banquet tables, podiums, electrical equipment and audio equipment are to be provided by the party reserving the room. Furniture, equipment and room setup is to be performed by the reserving party.

Setup and operation of built-in AV/IT equipment shall be performed only by the Association's preferred AV/IT provider.

A service charge may be imposed for rental items left overnight.

No signage or markers of any kind, including signs, flags, balloons, streamers, or the like may be placed on any of the Common Area leading up to the facility, or within the lobby or other areas of Recreational Facility outside the rented room. A deduction may be made to your cleaning and damage deposit if any of the above has to be removed by Northlake staff. Violation of this rule may also result in the loss of future rental privileges.

Breakdown and Cleanup. The following apply in addition to the room-specific cleanup responsibilities described above:

Furniture must not be moved outdoors from Recreational Facility building. Furniture moved indoors shall be replaced to its original location by the conclusion of your reservation. Failure to return furniture returned to its original location/layout may result in a \$100 service charge that may be deducted from the cleaning and damage deposit.

The facility must be cleaned up and vacated by 10:00 p.m.

Any damage to the facility or furniture and any additional cleaning required after the event may be deducted from the cleaning and damage deposit.

The resident is responsible for the removal of all trash to the dumpster located outside Recreational Facility at the southeast side of the building. Trash must be bagged for disposal. Resident must supply own trash bags.

Any of the above items not completed may result in a deduction from the cleaning and damage deposit.

NORTHLAKE COMMUNITY ASSOCIATION

Recreational Facility Reservation Form

Return Form to: Northlake Community Association
 c/o Seabreeze Management Co.
 11501 Dublin Blvd, Suite 200
 Dublin, CA 94568
 Phone: (800) 232-7517

Occupant Information

Name: _____ Address: _____
 Daytime Phone: _____ Evening Phone: _____
 Email Address: _____

Event Information

Date: _____ Day of the Week: _____
 Start Time: _____ (allow for set up) End Time: _____ (allow for clean-up)
 Type of Event: _____ Number of Guests: _____

Security Required: _____ (minimum 4 hour requirement). Notice of the amount of the Security Fee will be provided to reserving resident for payment at least seven days prior to the date of the event.

Specify Type(s) of Entertainment/Activities and Equipment that will be used: _____

Alcohol Served: Yes or No If yes, will a licensed caterer be serving? Yes or No

Liability Insurance Waiver Received? Yes or No

Vendor #1 Name: _____ Vendor #2 Name: _____

Vendor #1 Type: _____ Vendor #2 Type: _____

Vendor #1 Contact Info: _____ Vendor #2 Contact Info: _____

Required Payments and Documents:

Amount	Rcvd by Assoc (Initials)	Description

N/A		Northlake Recreational Center Facilities Reservation Form
N/A		Northlake Recreational Center Facilities Use Agreement
N/A		Statement Regarding Alcoholic Beverage Use
\$		Non-Refundable Rental Fee (Payable to Northlake Community Association)
\$		Refundable Damage Deposit (Payable to Northlake Community Association)
\$		Non-Refundable Security Fee, (if applicable) (Payable to Patrol Service Vendor)
N/A		Resident insurance policy showing coverage and Association and other applicable parties as additional insured.
N/A		Vendor insurance policy showing coverage and Association, The Greenbrier Project Owner LLC., and Seabreeze Management Company as additional insured(s) (if applicable)

NORTHLAKE COMMUNITY ASSOCIATION

Facility Use Agreement

In consideration for use of Northlake Community Association Recreational Facility Rooms ("Community Facilities") for the above described event, the undersigned Occupant ("Occupant") hereby agrees as follows:

Occupant acknowledges and agrees that Occupant has read, understands, and agrees to abide by all terms, conditions, and restrictions of the current Recreational Facility Reservation Policy, which terms, conditions and restrictions are hereby incorporated herein by reference. Occupant agrees that he/she will be present at all times during the above-described event and that Resident is responsible for and will exercise control over Occupant's guests such that other Occupants are not annoyed, harassed, or inconvenienced in their homes or while using the outside facilities (i.e. pool and outdoor areas). _____(Initial)

Occupant shall ensure that Occupant, Occupant's guests, and any other invitee(s) conduct themselves in compliance with the Association's Governing Documents. Occupant shall be required to procure (if Occupant does not already have) and maintain an insurance policy covering Occupant t, Occupant t's guests, and any other invitee(s) for bodily injury and property damage as a result of the use of the Community Facilities. Occupant shall name the Association, The Greenbriar Project Owner, LLC (for so long as The Greenbriar project Owner, LLC. owns any property in the Community) and Seabreeze Management Company as additional insureds and shall provide Association and the Management Company with evidence of same prior to Occupant's use of the Community Facilities. If Occupant retains any vendors for the event (collectively referred to as "Vendor"), Occupant shall require, as part of his/her contract with Vendor, that Vendor: (1) procure and maintain comprehensive general liability insurance, (2) name the Association, The Greenbriar Project Owner, LLC (for so long as The Greenbriar Project Owner, LLC owns any property in the Community) and Seabreeze Management Company as additional insureds, and (3) provide evidence of the same prior to the event. _____(Initial)

Occupant acknowledges and agrees that his/her use of the Community Facilities is non-commercial in nature and is purely for the pleasure of Occupant and his/her guests and that neither Seabreeze Management Company ("Seabreeze"), The Greenbriar Project Owner, LLC , nor Northlake Community Association ("Association"), nor each of their respective officers, directors, members, employees, agents, or contractors has assumed any responsibility for, nor shall they have any liability for, the actions or inactions of Resident and his/her guests and invitees for any injury, damage or loss any person may sustain while using the facility in connection with or as a result of any activity, including consumption of alcoholic or other intoxicating substances, engaged in while using the Community Facilities. _____(Initial)

Occupant on behalf of himself/herself, his/her heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby waives and releases Seabreeze, The Greenbriar Project Owner, LLC , Association and each of their respective officers, directors, members, employees, agents, and assigns from any claims which Occupant, his/her guests, invitees, and vendors now have or may hereafter have which are related in any way to any loss, damage, or injury that may be sustained in connection their use of the Community Facilities or other Common Areas or as a result of any activity, including consumption of alcoholic or other intoxicating substances, engaged in while using the Community Facilities or other Common Areas. Occupant understands and agrees that the foregoing waiver and release extends to all such claims which now exist or which may arise in the future, whether or not such claims are known to Resident or his/her guests and invitees, and Resident hereby expressly waives his/her rights under California Civil Code 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. _____(Initial)

Occupant agrees to indemnify, defend and hold Seabreeze, The Greenbriar Project Owner, LLC and Association and each of their respective directors, officers, members, employees, contractors, agents and assigns harmless from and against any and all claims, demands, costs, expenses or liability (including but not limited to reasonable attorneys' fees, expert witness costs, and court costs) for any damage, loss, injury, or death, arising from the use of the Community Facilities and other Common Areas, including the buildings and sidewalks adjoining the same, by Occupant and Occupant 's guests and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any such person while using such facilities. Occupant agrees to pay Association in full and promptly upon demand for any and all loss of and damage to Association's property caused by, or arising out of the use of Association's facilities by Occupant and/or Occupant 's guests and invitees. Occupant 's lack of applicable insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Occupant in fulfilling such obligations shall not relieve Resident of the indemnification and defense obligations set forth herein.

_____(Initial)

Occupant acknowledges that areas of facilities are equipped with closed circuit video monitoring systems, and that no reasonable expectation of privacy exists in any of these areas. Occupant further acknowledges that the Association has not undertaken responsibility to provide security to Occupant, any member of Occupant's household, any permitted user of Occupant or any of their guests or invitees.

_____(Initial)

SIGNATURE: _____ DATE: _____

PRINTNAME _____ ADDRESS: _____

NORTHLAKE COMMUNITY ASSOCIATION
Statement Regarding Alcoholic Beverage Use

Will any form of alcohol be served at the subject event? Yes or No

Regarding alcoholic beverage use, I acknowledge and agree to abide by the following:

This event shall be attended by myself and my personal guests only.

I shall provide adequate controls to ensure that all persons served alcoholic beverages are at least 21 years of age.

No one who is obviously intoxicated will be served or be allowed to consume alcoholic beverages.

Intoxicated guest(s) will not be permitted to drive home when departing Occupant's function.

Only the Association or Occupant's appropriately licensed vendors may supply alcoholic beverages. Guests are not permitted to bring their own alcoholic beverages.

I assume full responsibility for all guests on the Premises.

I shall abide by California laws regarding the sale and use of alcoholic beverages, including but not limited to the following provisions:

It is illegal to sell alcoholic beverages (including beer and wine) in California without valid license from the Department of Alcoholic Beverage Control. (Business and Profession Code § 23300).

A prohibited sale would include forms of indirect sale, such as selling tickets or chips which may be exchanged for drinks or other methods of charging which are determined by the number of drinks served an individual.

It is a misdemeanor to sell, furnish or give away any alcoholic beverage to any person under the age of 21 years. (Business and Professions Code § 25602).

It is a misdemeanor to sell, furnish or give away any alcoholic beverage to any obviously intoxicated person. (Business and Professions Code § 25602).

Occupant's Failure to Comply: If ANY of these conditions in Paragraphs 1 through 7 are not complied with, Occupant's Community Facilities privileges will be taken away indefinitely, and Occupant will be responsible for any fines, lawsuits, liabilities, claims and damages associated with Occupant's failure to comply.

SIGNATURE: _____
DATE: _____

PRINT NAME _____
ADDRESS: _____

TO OBTAIN YOUR COMMUNITY ASSOCIATION KEY FOB, PLEASE BRING A PHOTO I.D. TO THE RESIDENT'S CLUB (IF YOU HAVE BEEN IN YOUR HOME LESS THAN ONE MONTH, PLEASE BRING YOUR GRANT DEED OR CLOSING STATEMENT)

PRIMARY LOT RENTAL PROPERTY NEW HOME PREVIOUSLY OWNED

OCCUPANT'S
NAME(S)

Last	First	Phone #	CDL	Email
Last	First	Phone #	CDL	Email
Community Address			Mailing Address	

Resident Key Fob Issued (If applicable)

Please list the names of all persons who RESIDE at the community address listed above. Birth dates MUST be provided.

- | | | | |
|----------|-----------|----------|-----------|
| 1. _____ | DOB _____ | 4. _____ | DOB _____ |
| 2. _____ | DOB _____ | 5. _____ | DOB _____ |
| 3. _____ | DOB _____ | 6. _____ | DOB _____ |

I (We) understand my (our) responsibility as a member of the Association and agree to comply with the Declaration, Bylaws, Architectural Guidelines, and Association Rules. On this date, I (we) have received two Association key fobs for the Association facilities. I (We) understand that the COST TO REPLACE a lost key fob will be \$50.00 EACH. Lost key fobs will be deactivated. Additional key fobs may be purchased at a cost of \$50.00 EACH, a maximum of 3 key fobs may be obtained for each Lot. *Purchasers of previously owned homes are responsible for obtaining all key fobs from previous Residential Owner. The Association is not obligated to provide complimentary key fobs.

PRINT NAME	PRINT NAME
SIGNATURE	SIGNATURE
KEY FOB #	KEY FOB #

OFFICE USE ONLY:

STAFF INITIALS: _____

ADDITIONAL FOB: YES

NO

AMOUNT:\$ _____

CHECK # _____

COMMENTS

: _____

NORTHLAKE COMMUNITY ASSOCIATION
Violation Complaint Report Form

Name: _____

Address: _____

Phone
Number: _____

Email
Address: _____

DETAILED DESCRIPTION OF INCIDENT (Please give as much information as possible such as date, time, name and address of person(s) involved, damage, location, license # or anything else which may be pertinent):

Provide the names and phone numbers of any witnesses:

1. _____
2. _____
3. _____
4. _____

Were any photographs taken? Yes No By whom? _____ Attach all photographs to this form or forward to the Association as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature

Date Signed

Printed Name

Northlake Community Association
c/o Seabreeze Management Company
11501 Dublin Blvd, Suite 200
Dublin, CA 94568
Phone: (800) 232-7517

customercare@seabreezemgmt.com

NORTHLAKE COMMUNITY ASSOCIATION

Permitted user Registration Form

Return Form to: Northlake Community Association
c/o Seabreeze Management Company
11501 Dublin Blvd, Suite 200
Dublin, CA 94568

RESIDENTIAL OWNER'S NAME(S)

Last	First	Phone #	CDL	Email
Community Address		Mailing Address		

Resident Key Fob (If applicable)

PERMITTED USER'S NAME(S):

Last	First	Phone #	CDL	Email

Permitted user's Key Fob (If applicable)

PLEASE LIST ANY OTHER PERSONS IN RESIDENCE

- _____
- _____
- _____
- _____

ASSIGNMENT OF MEMBERSHIP PRIVILEGES: I (We) hereby transfer my (our) rights to use the Recreational Facility for the period from ____ to ____ unless otherwise notified. I/(We) hereby acknowledge full responsibility for the actions of my (our) permitted users when using the Recreational Facility and recognize that I (We) will be held directly responsible for violations of the Governing Documents by my (our) permitted users. I (We) shall provide my (our) permitted users with copies of the Governing Documents prior to the permitted user's occupancy.

Residential Owner Signature

Date Signed

NORTHLAKE COMMUNITY ASSOCIATION

ARCHITECTURAL GUIDELINES

1. Introduction.

Northlake is a residential community that is currently planned to contain up to 1,137 Lots (“**Community**”). Because community living relies on the mutual cooperation of all to be successful, Northlake Community Association (“**Association**”) created these Architectural guidelines (“**Architectural Guidelines**”). The goal of these Architectural Guidelines is to maintain the aesthetic beauty of the Community.

Prior to making any Improvements to your Lot, you must submit a complete application for design approval to the Architectural Review Committee. Improvements are defined as but not limited to: buildings, fences, walls, stable or other structures, ADUs, awnings, ornamental screens, screen doors, sunshades, landscaping, etc. After receiving written approval from the Board (or Architectural Review Committee, if formed) and complying with applicable requirements of the City of Sacramento (“**City**”) and other Governmental Entities, you may install your Improvements or undertake your approved action. Please review these Architectural Guidelines prior to completing your application form to ensure your submittal is complete.

These Architectural Guidelines are subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Northlake (“**Declaration**”) Supplemental Declarations, and the Bylaws of Northlake Community Association (“**Bylaws**”). The Association has the power to revise the rules, regulations, guidelines, policies and procedures set forth in these Architectural Guidelines from time to time. If you would like to contribute suggestions for these Design Guidelines, please submit them to the Management Company for consideration by the Association. In the event of any conflict between these Architectural Guidelines and the Declaration or the Bylaws, the provisions of the Declaration or the Bylaws (whichever applies) shall prevail.

It is recommended that you refer to Article 7 of the Declaration in conjunction with these Architectural Guidelines to ensure a complete understanding of the submittal and review process to the Association. If you have questions regarding the review process, please contact your Management Company.

As you read through these Architectural Guidelines, you will encounter initially capitalized terms. Except as otherwise defined in these Design Guidelines and as the context otherwise requires, those initially capitalized terms have the same meanings given them in the Declaration.

If any of the provisions of these Architectural Guidelines are held to be invalid, the remainder of the provisions shall remain in full force and effect.

2. Purpose; Application.

These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of the Community. As set forth in the Declaration, the Board (or, if formed, the Architectural Review Committee) has the power to review and approve all Improvements upon or around any Lot. The Architectural Guidelines do not apply to any Improvements installed by Declarant, and neither the Board nor the Architectural Review Committee shall have any rights of review or approval with respect thereto.

3. Architectural Review Committee.

If formed, the Architectural Review Committee will consist of a minimum of 3 members and a maximum of 5 members. Additionally, 1 alternate member may be designated by the Board to act as a substitute on the Architectural Review Committee in the event of absence or disability of any member. If no Architectural Review Committee is formed by the Board of Directors, then the Board will conduct all Architectural review.

There will be references throughout this document to the Design Review Committee. If no Architectural Review Committee is formed, then such references will be deemed to refer to the Board.

4. Architectural Review Approval.

4.1 Submittal of Application. Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Lot, you must first submit an application to the Architectural Review Committee for approval of such work. Unless specifically exempted under these Architectural Guidelines, you should submit an application for approval of all Improvements in accordance with the procedures set forth below. The following is intended to describe some of the Improvements that require approval by the Architectural Review Committee. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement unless the particular Improvement is exempt from Architectural review by the Declaration or these Architectural Guidelines.

4.2 Improvements Not Requiring Approval (Exempt Improvements). Certain Architectural elements within the Community generally do not require Architectural review. However, if the Architectural Review Committee determines that a proposed Improvement exceeds the scope of the relevant exemption, the Architectural Review Committee may require an application for approval of the Improvement to be submitted. These elements include:

- (a) U.S. flag and decorative flags, subject to the discretion of the Architectural Review Committee as described above;
- (b) Window coverings including draperies, blinds, shades, interior shutters, etc.;
- (c) Any Improvements installed by Declarant;
- (d) Painting of exterior, if repainted the same color as the original color;
- (e) Potted plants in decorative pots (limit of two and they must be on patios or porches, not in the front yard landscaped areas);
- (f) Patio furniture in good condition; and
- (g) Seasonal flower planting (in private yards only, not permitted in common area).

4.3 Pre-Approved Improvements. Certain Architectural Improvements may be made to a Residential Owner's property without obtaining prior written approval from the Architectural Review Committee. ***However, an application must be filed with the Association notifying the Association of your intent to install "Pre-approved" Improvements prior to the commencement of ANY work.*** Residential Owners must ensure that all "Pre-Approved" Improvements conform to the guidelines listed for the Improvement type as detailed in these Architectural Guidelines prior to commencement of work. The following is a list of "Pre-Approved" Improvements:

- (a) Replacing garage doors to match the original door installed by Declarant. Garage door must match the original color;
- (b) Disappearing or invisible screen doors that match the existing trim of the Lot; and
- (c) Playground equipment in the rear yard that does not extend above the fence line of the rear or side yards.

4.4 Improvements Requiring Full Review. All other modifications to the exterior of the Lot or to the Lots, including without limitation installation of landscaping and modifications to the Lot, will require Full Review from the Architectural Review Committee. “Full Review” Improvements include:

- (a) Any new or modification to existing landscaping and hardscaping, excluding seasonal flowers plantings;
- (b) All changes to existing and newly proposed walls and fences;
- (c) Any improvement that encroaches upon or is placed upon slopes;
- (d) Built-in barbecues, fire pits and fire rings;
- (e) Pools, spas, ponds, fountains or any type of water feature;
- (f) Patio covers and shade structures and miscellaneous structures that exceed the fence line; and
- (g) Solar panels.

4.5 Failure to Obtain Approval. Failure to obtain approval by the Architectural Review Committee may constitute a violation of the Declaration, and may require modification or removal of unauthorized works of Improvement at your expense. In addition, a building or other permit may be required by the City Building Department, or other Governmental Entities prior to the commencement of any work. Neither the Board, nor the Architectural Review Committee, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain approval from the Architectural Review Committee.

5. Plans and Specifications.

The submittal requirements are divided into four parts. The first part lists the submittal requirements for all Improvements, which must be included with all submittal requests. The second part lists the submittal requirements for landscape Improvements (e.g., plant material, hardscape, spa and pool, and fences and walls). The third part lists the submittal requirements for exterior Improvements (e.g., trellis, gazebo, sunshade, balcony, window and door treatment, and exterior color or material changes). The fourth part lists the submittal requirements for structural Improvements to Lots (e.g., room additions or conversions).

If you are applying for Improvements involving items related to more than one part of the checklist, you must include all of the items for all of the parts of the checklist related to the Improvements for which you are seeking Architectural approval. For example, if your request involves a landscape plan with a gazebo or shade structure, you must submit items required for both the Landscape Improvements and Exterior Improvements parts of the checklist.

All applications shall include the items listed under the “All Improvements” heading on the checklist.

5.1 Minimum Submittal Requirements. When required by the checklist, each type of drawing submitted must include the minimum amount of information listed below:

5.1.1 Plot Plan

- (1) Must be drawn to scale (1/8”=1’0”) or clear dimensions defined.
- (2) Show Lot lines accurately as to length, angles and amount of curve.

- (3) Show all existing and proposed buildings, structures, fences, walls, sidewalks and other Improvements; indicate all required setbacks, easements and top or toe of slopes.
- (4) Show all dimensions on work to be considered; distances between existing and proposed work and distances between proposed work and property lines, setback lines and slopes as well as the heights above existing grade for same.
- (5) When proposed Improvements involve changing existing grades by more than 1 foot or changing existing drainage, show contours or spot elevations, flow lines, finish grades and proposed drainage systems. The Architectural Review Committee has the right, but not the obligation, to require drawings prepared by a registered civil engineer or licensed landscape architect showing the proposed Improvements changing existing drainage.

5.1.2 Landscape Plan.

- (1) Show proposed walkways and other hardscape (type, color and material), planting areas and plant names, decks, fences and walls, stairs, trellises, arbors, gazebos, spas, ponds, fountains, ornamental rocks, barbecues, courts, play equipment, apparatus and yard lighting (may be included as part of Plot Plan).
- (2) Show proposed fences and walls. Drawings must note materials, colors and heights. Heights shall be noted in relation to the immediate ground elevations.
- (3) Pool and spa plans must include the location, size and sound mitigation treatment of all mechanical equipment, as well as a soils report and structural report.

5.1.3 Exterior Improvements.

- (1) Provide exterior elevations of all proposed structures, including trellises, gazebos, shade structures and playground structures. When the proposed Improvement is attached to the existing Lot, show the existing elevation in relation to the proposed Improvement.
- (2) Note all finished materials, colors and textures of proposed work. Note if proposed finishes and materials are to match existing finishes and materials.
- (3) If the proposed finish materials or colors are different than those of the existing structure, sample of all proposed elements must be included clearly depicting the materials and/or colors that are different.

5.1.4 Structural Changes to Lots.

- (1) Floor Plans - Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the structure.
 - (A) Show dimensions of proposed work and related existing work; indicate relationship.
 - (B) Delineate all parts of the exterior that cannot be shown on elevation drawings.

- (C) Identify square footage of proposed work and existing work.
- (2) Roof Plans: Show all existing and proposed roof surfaces. Note pitches and overhangs.
- (3) Roof Plans: Call out existing and proposed roof materials and colors.
- (4) **Mechanical and Solar Energy Plans:** Show all mechanical devices exposed to the exterior and all solar collectors, racks, storage facilities and distribution components.

Plans and Specifications for works of Improvement must be prepared in accordance with the applicable building codes, Applicable Laws, and with sufficient clarity and completeness to enable the Architectural Review Committee to make an informed decision on your request. It is suggested that work involving major additions be submitted at the preliminary drawing stage for review by both the Architectural Review Committee and the City of Sacramento. As a cost saving measure for you, final drawings should not be prepared until preliminary plans have been reviewed.

5.2 Architectural Review Submissions.

Send requests to:
 Northlake Community Association
 11501 Dublin Blvd, Suite 200
 Dublin, CA 94568

6. Architectural Review Process and Procedures.

- 6.1 Application for Approval.** All applications for any Improvements requiring approval by the Architectural Review Committee must be submitted in writing on the Architectural Review Request Form attached to these Architectural Guidelines and incorporated herein (“**Architectural Review Request Form**”), together with the items described below (“**Submittal Package**”).
- 6.2 Delivery of Submittal Package.** The Submittal Package and any resubmittals must be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Management Company acknowledges receipt of the Submittal Package in writing.
- 6.3 Submittal Package.** In order to expedite the approval process, the Submittal Package for any Improvements (other than Improvements not requiring approvals) must include 2 sets of each of the following:
 - 6.3.1** Architectural Review Request Form;
 - 6.3.2** Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein (“**Plans and Specifications**”), clearly indicating all proposed modifications;
 - 6.3.3** Description of materials and colors with material samples;
 - 6.3.4** A proposed construction schedule (including proposed start and completion dates);

- 6.3.5 Certificates of insurance (including contractors exclusions and proof of valid workers' compensation insurance);
- 6.3.6 Permits and licenses, if applicable:
- 6.3.7 Names, addresses and phone numbers of all contractors and subcontractors who will work in the Community;
- 6.3.8 Submittal Package Review Fee as set forth in **Section 7.4.1** below. Checks should be made payable to Northlake Community Association; and
- 6.3.9 Color photos of the areas that will be improved.

NO REVIEW WILL OCCUR unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.

6.4 Submittal Package Review Fees

- 6.4.1 **Submittal Fees.** The submittal fee for a full review by the Architectural Review Committee is \$150.00 and no submittal fee is due for minor review and pre-approved applications. The submittal fee should be made payable to the Association and will be required for full reviews.
- 6.4.2 **Outside Consultant Fee.** The Architectural Review Committee may require a Residential Owner to pay any fees, costs or expenses related to the review and approval of the Residential Owner's Plans and Specifications by an outside consultant.
- 6.4.3 **Additional Fees.** Additional fees may be imposed on Residential Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Management Company and you must submit the additional fee(s) within 10 days of the request.
- 6.4.4 **Deposit.** The security deposit per submittal is \$250.00. The deposit covers the cost to repair any damage to Common Areas or Association Maintenance Areas caused by the Residential Owner's work. If the Association determines after the completion of the improvements that no damage was done to Common Areas or Association Maintenance Areas, the deposit will be returned to the Residential Owner. If the Association determines after the completion of the improvements there is damage that exceeds the amount of the deposit, the Residential Owner may be called to a hearing and assessed the difference of the cost for repairs.

6.5 Review of Application.

- 6.5.1 **By Management Company.** The Management Company shall, on behalf of the Architectural Review Committee, review the Submittal Package to ensure that it contains all of the information and fees required. If the Submittal Package is complete, the Management Company will forward the Submittal Package to the Architectural Review Committee. The Management Company may determine and notify the Residential Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, review fees will be required. The Submittal Package will

not be submitted to the Architectural Review Committee unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the applicable fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Residential Owner for completion prior to review by the Architectural Review Committee. The Submittal Package shall be deemed complete within 10 days after delivery to the Management Company unless the Residential Owner is informed otherwise by the Management Company before expiration of the 10 day period.

6.5.2 By Architectural Review Committee. The Architectural Review Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Management Company. The Management Company will then provide to the Residential Owner submitting the application for Architectural review a written notice of the actions taken by the Architectural Review Committee within 45 days from the date of receipt of the Submittal Package (from the Management Company) along with 1 set of the Submittal Package, appropriately marked with the Architectural Review Committee's action. If a Residential Owner does not receive notice of the action by the Architectural Review Committee within such 45 day period, then the Residential Owner shall have the right to deliver a reminder notice to the Architectural Review Committee and Management Company. If the Residential Owner does not receive a response within 15 days after delivery of the Residential Owner's reminder notice to the Architectural Review Committee and the Management Company, the Submittal Package will be deemed approved provided that any Improvements conform to all conditions and restrictions contained in these Architectural Guidelines and the Declaration and are in harmony with similar structures erected within the Community. Such approval does not negate the need for any jurisdictional permits or requirements.

6.5.3 Resubmittal. If a Residential Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Architectural Review Committee will attempt to review the re-submitted application within the initial 45 day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional 45 days may be required to complete the Architectural Review Committee's review.

6.5.4 Architectural Review Committee Decisions. The decision of the Architectural Review Committee on any proposed improvement shall be made in good faith and may not be unreasonable, arbitrary or capricious. Such decisions shall be in writing and shall be consistent with Applicable Laws including, without limitation, Civil Code Section 4765. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board if the Architectural Review Committee and not the Board disapproved the application.

6.6 Review by the City. Upon obtaining written approval of a Submittal Package from the Architectural Review Committee, the Residential Owner shall thereafter submit plans and specifications to the City if the proposed Improvements require the issuance of a building permit or other City required approval. In the event of a discrepancy between this document and City requirements, the most restrictive standard shall prevail. The Association will not be responsible for actions taken by Governmental Entities. In the event that the City requires modifications to the plans and

specifications previously approved by the Architectural Review Committee, the Residential Owner shall submit to the Architectural Review Committee all modifications to the plans and specifications. The Architectural Review Committee shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the City. The Architectural Review Committee shall have the right to impose conditions to its approval of proposed Improvements that are more restrictive than conditions as may be imposed by the City.

6.7 Improvement Plans. Plans and Specifications for works of Improvement must be prepared in accordance with the applicable building codes, Applicable Laws, and with sufficient clarity and completeness to enable the Board to make an informed decision on your request.

6.8 Diligence in Construction. Upon final approval of the Submittal Package, the Residential Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

7. General Conditions.

Approval by the Architectural Review Committee does not constitute a waiver of any requirements of any Governmental Entity. Architectural review approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Architectural Review Committee is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical and engineering matters are the responsibility of the Residential Owner. In addition to the restrictions set forth in the Declaration and the Association Rules, each Residential Owner shall also comply with the following restrictions and guidelines.

7.1 Building Permits. Building permits may be required for certain Improvements or changes. The applicant shall obtain Architectural Review Committee approval of any Improvements requiring a building permit prior to requesting such permit from the City.

7.2 Damage to Common Areas or Association Maintenance Areas. A Residential Owner shall be responsible for any damage to the Common Areas or Association Maintenance Areas caused by a Residential Owner or such Residential Owner's Invitees, including without limitation any person or entity performing work on the Residential Owner's Improvements, or any other persons deriving their right to use or access the Common Areas or Association Maintenance Areas from the Residential Owner or such Residential Owner's family, permitted users or guests, as set forth in the Declaration.

7.3 Effect of Approval. Approval of plans is not authorization to proceed with Improvements on any property other than the Lot owned by the applicant.

7.4 Building Code Requirements. It shall be the responsibility of the Residential Owner to ensure that proposed modifications are consistent with applicable building code requirements.

8. Requirements for Contractors, Subcontractors and any Other Workers.

8.1 Insurance and Contractors License. Each Residential Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, including the interior of any Lot, shall provide proof of insurance, proof of valid workers' compensation insurance, a California State Contractors License (if applicable) and a Business License (if applicable) to the Design Review Committee. The Association shall be named

as an additional insured on the Certificates of Insurance for the period of time the work is in progress, which must be submitted to the Association together with the deposit, if required, before work may commence.

- 8.2 Residential Owner Responsibility.** Each Residential Owner is responsible for any violations by such Residential Owner's contractor or subcontractors of the Design Guidelines, the Association Rules and the Declaration
- 8.3 Damage.** Any damage caused by contractors or sub-contractors to any Common Areas, Association Maintenance Areas, Lot or Lot is the Residential Owner's responsibility. Any damage must be reported immediately to the Management Company. The Residential Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Residential Owner will be responsible for any costs of repair incurred by the Association in accordance with the Declaration.
- 8.4 Working Hours.** Working hours for any Improvements are limited to Monday through Saturday, 7:00 a.m. to 5:00 p.m. or such hours as are permitted by the City, whichever are more restrictive. No work is allowed on Sundays or on Federal or State holidays. Workers may access the Community thirty minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.
- 8.5 Parking of Vehicles.** Contractors must park vehicles in accordance with the Association Rules and any other requirements established by the Association.
- 8.6 Conduct by Workers.** Workers are not allowed to bring their pets within the Community. Workers are prohibited from creating nuisance noise unrelated to the construction work. All workers must wear shoes, pants or shorts and shirts at all times. No workers may use water or power from the Common Areas or Association Maintenance Areas.
- 8.7 Stopping Work.** The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities on Common Areas or Association Maintenance Areas.
- 8.8 Equipment.** Workers are prohibited from leaving their equipment in the Common Areas. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Common Areas.
- 8.9 Construction Materials.** All construction materials must be stored within a Residential Owner's Lot. Any construction materials that are delivered and deposited on the Community Streets must be relocated to the Residential Owner's Lot. Portable restrooms must be placed in the most inconspicuous area. The Residential Owner who is making the Improvements shall be responsible for removing all debris and maintaining all portions of the Common Areas affected by the applicant's construction activities, including any Community Streets, sidewalks and walkways, in a clean and attractive condition. The Board has the right to levy Compliance Assessments against the Residential Owner who is making the Improvements to recover the cost of cleaning or restoring any Common Areas to the condition that existed prior to the commencement of such Improvements pursuant to the Declaration and the Bylaws.
- 8.10 Construction Equipment.** The Residential Owner who is making Improvements shall be responsible for ensuring that construction equipment such as trucks, concrete mixers, trailers, trash bins, and

compressors shall not be parked or placed on the streets for an unreasonable amount of time. Any damage to the Community Streets, sidewalks, curbs, landscaped areas, fences, walls or other Common Area improvement shall be repaired at the Residential Owner's expense. If such expenses are not promptly repaid by the Residential Owner's to the Association, the Board shall, after Notice and Hearing, levy a Compliance Assessment against such Residential Owner for reimbursement.

8.11 Violation of Rules. The Board has the right to levy against the Residential Owner who is making such Improvements, Compliance Assessments as a disciplinary measure for a violation of the Association Rules set forth herein and for reimbursement of any costs incurred by the Association in the repair of damage for which such Residential Owner, or such Residential Owner's agents or contractors was allegedly responsible, as set forth in the Declaration and the Association Rules.

9. Failure to Comply with Required Procedures.

If any design change is made without the approval of the Architectural Review Committee or any violation of the Architectural Guidelines occurs, the Architectural Review Committee may deliver written notice of the violation to the Residential Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement that the Architectural Review Committee reasonably determines is necessary to remove the non-conforming Improvement. The Residential Owner shall, upon receipt of the violation notice, remove the non-conforming Improvement within the time period specified in the violation notice. If a Residential Owner fails to remove the non-conforming Improvement within the time period specified in the violation notice, the Architectural Review Committee shall inform the Board. The Board shall then provide the Residential Owner with Notice and Hearing to consider the Residential Owner's continuing violation. At the Hearing, if the Board finds that there is no valid reason for the continuing violation, the Board may levy a fine in accordance with the fine schedule set forth in the Association Rules and/or may determine the estimated costs of correcting the violation. The Board may require the Residential Owner to remedy or correct the violation within a period of not more than 45 days from the date of the Board's determination. If the Residential Owner does not comply with the Board's decision within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying Improvement or remedy the violation. The cost of correcting the violation plus attorneys' fees and costs incurred by the Association shall be assessed against the Residential Owner as a Compliance Assessment. The decision of the Board shall be final.

10. Approved with Conditions.

A copy of the executed request form and an approval report or a copy of the plans signed by the Architectural Review Committee will be returned to the applicant. The plans will contain Architectural Review Committee changes or stipulations that shall become a part of the plans and shall represent the terms and conditions of approval to be satisfied by the applicant. All use restrictions contained in the Declaration shall be in full force and effect and shall control the construction activities of the Residential Owner.

11. Reconsideration of Disapproval by the Architectural Review Committee.

If a Architectural Review Committee is appointed and it disapproves any application or disapproves any Architectural review request, the Residential Owner making such Architectural review request may submit a written request for reconsideration to the Board. The Board must receive the written request for reconsideration not more than 30 days following the disapproval decision of the Architectural Review Committee. Within 30 days following receipt of the written request for reconsideration, the Board shall render its written decision in accordance with California Civil Code Section 4765. The decision of the Board shall be binding and final. Reconsideration by the Board is not required if the Board is acting as the Architectural Review Committee.

12. Inspection and Correction Of Work.

- 12.1 Right of Inspection During Course of Construction.** The Architectural Review Committee or its duly authorized representative may enter onto any Lot during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it was performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental Association Rules. If the Architectural Review Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Residential Owner of such non-compliance. If the Architectural Review Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, the contractor's guidelines or applicable governmental Association Rules, work may be stopped by the Architectural Review Committee and/or the City until the work complies with the applicable standards. Copies of inspection sign-off(s) by the City shall be provided to the Management Company and/or the Architectural Review Committee within 48 hours of the request for entry.
- 12.2 Notice of Completion.** Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Residential Owner shall give written notice of completion to the Architectural Review Committee using the Notice of Completion form attached to these Architectural Guidelines and incorporated herein.
- 12.3 Inspection.** Within 30 days of its receipt of the Notice of Completion, the Architectural Review Committee, or its duly authorized representative, shall have the right to enter into the Lot to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Architectural Review Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Residential Owner in writing of such non-compliance within 30 days after the inspection, specifying particulars of non-compliance, and shall require the Residential Owner to remedy such non-compliance.
- 12.4 Non-Compliance.** If the Residential Owner fails to remedy such non-compliance within 30 days from the date of such notification, the Board, after affording such Residential Owner Notice and Hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Residential Owner to remedy or remove the same within a period of not more than 30 days from the date of the Board ruling. If the Residential Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Association, at its option, may either remove the non-complying Improvement or remedy the non-compliance, and the Residential Owner shall reimburse the Association for all costs and expenses incurred in connection therewith, including attorneys' fees and costs, upon demand and release the Association from any claims arising from such work. If such expenses are not promptly repaid by the Residential Owner to the Association, the Board shall, after Notice and Hearing, levy a Compliance Assessment against such Residential Owner for reimbursement.
- 12.5 Review Oversight.** Any design review approval involving an oversight of the Declaration or design review policy does not constitute a waiver of that rule and therefore, must be corrected upon notice by the Board.

13. Variance Process.

The Board may authorize variances from compliance with any of the design provisions set forth herein, including, without limitation, restrictions upon height, size, floor area or placement of Improvements or other similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances may be evidenced in writing, must be signed by at least 2 members of the Board and approved at a duly called regular meeting of the Association and shall become effective upon execution. If such variances are granted, no violation of the requirements set forth herein or in the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions set forth herein for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in anyway the Residential Owner's obligation to comply with all governmental laws and regulations affecting its use of the Lot, including, without limitation, zoning ordinances and Lot setback lines or requirements imposed by the City or any other governmental authority.

14. Architectural Standards.

The standards set forth below shall apply to the Improvements within the Community. These standards are in addition to the standards set forth in the Association Rules and the other Governing Documents.

14.1 Landscape Standards.

- 14.1.1** Plans for side and rear yard landscaping must be submitted at the same time for initial landscaping review.
- 14.1.2** Plants must not encroach on walkways or Community Streets or sidewalks. Handicap access features at sidewalks and driveways shall not be modified or removed.
- 14.1.3** Irrigation lines must be subterranean unless they are "drip" systems. The irrigation system shall be designed and installed to irrigate different landscape zones (e.g., sun, shade, lawn and shrubs).
- 14.1.4** Appropriate drainage shall be installed so as to be directed to the street, and to prevent run-off onto adjacent or common area properties. There should be a slope / drainage of 2% away from the building, and water should be collected in a landscape drainage system.
- 14.1.5** Sprinklers must be adjusted so as to spray landscaped areas only. Spray irrigation heads shall not spray on block walls or fences. Irrigation controllers shall be set to apply the correct amount of irrigation and avoid runoff to adjacent Lots.
- 14.1.6** Applications for landscape must include:
 - (1) Listing of plant material and size, including height of trees at maturity, including canopies. Trees should be kept at least 5 feet from property lines and have non-evasive and non-surface root systems and root barriers.
 - (2) Site plan showing house (plot plan) and location of the proposed landscaping (plant materials).
 - (3) Non-retaining planters and walls shall not exceed 2 feet in height.

- (4) Hardscape, such as concrete walkways, pavers and patios, decks, patio covers with elevations (side views) and construction detail. Colors of decorative concrete, brick, stone, or block must be specified. Earth tone, neutral colors are required. No vivid colors are allowed. Finish detail must be specified.
- (5) Drainage plan, including location of drain inlets, water flow direction, and outlets must be identified. All water shall be directed away from the Lot.

14.2 Drainage.

- 14.2.1** There shall be no interference with the established drainage patterns, level, or grade over any Lot, Association Maintenance Areas or unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Architectural Review Committee.
- 14.2.2** Failure to make adequate provisions for proper drainage in the event it is necessary to change the established drainage over Residential Owner's Lot could cause major problems and result in imminent danger to person(s) or property of other Lots.
- 14.2.3** If you alter drainage, or if you install Improvements in such a way as to alter the drainage, you, not the Association, will be responsible for any resulting consequences in any way related to drainage.

14.3 Fences and Walls. Walls and fences adjoining the open space may not be modified or moved from the location originally installed by the Declarant or Neighborhood Builder without approval.

- 14.3.1** Fence style, materials, and finished color must be compatible with the Community and location on the Lot.
- 14.3.2** Placement of the fence and support structures may not interfere with adjacent Association sprinkler systems, nor shall fences be constructed over irrigation lines.
- 14.3.3** Structural framing or an unfinished side or a fence varying from existing fence standards shall not be exposed to any public street, Private Street, sidewalk, walkway or neighboring Lot.
- 14.3.4** Material for side yard fencing will be given special consideration depending on its exposure to the neighborhood.
- 14.3.5** Stepped fencing is permissible where the grade slopes.
- 14.3.6** Specific fence requirements.
 - (1) Wrought Iron/Tubular Steel or Vinyl Fence:
 - (A) Must have a finish consistent with a Declarant's installation.
 - (2) Privacy fence:
 - (A) Maximum height is 6 feet.
 - (B) Must be painted to match the house trim or stained in an acceptable color.

- (3) Acceptable material for fencing and walls:
 - (A) Wrought Iron/Tubular Steel
 - (B) Masonry or stucco
 - (C) Vinyl
 - (D) The above acceptable materials are not all-inclusive.
- (4) Unacceptable fencing materials:
 - (A) Wood
 - (B) Aluminum or sheet metal
 - (C) Chicken wire or wire mesh
 - (D) Galvanized or plastic chain link
 - (E) Plastic webbing, reed or straw-like materials and bamboo
 - (F) Corrugated or flat plastic or fiberglass sheets or panels
 - (G) Rope or other fibrous strand elements
 - (H) Miniature type fencing
 - (I) The above unacceptable materials are not all-inclusive.
- (5) Under no circumstances shall any Residential Owner remove or alter in any way walls and fences that have been erected by Declarant without the prior written consent of the Architectural Review Committee.
- (6) At no time shall a Residential Owner attach to, affix, or hang any item on or over any such fences or walls without Architectural Review Committee approval.

14.4 Decks, Patio Structures, Sun Shades and Gazebos.

- 14.4.1** Materials shall be harmonious with applicant's house.
- 14.4.2** In designing the deck or patio, a minimum of intrusion upon neighbors' privacy should be given every possible consideration.
- 14.4.3** Adequate drainage must be installed to prevent standing water and run-off onto adjacent properties. Drainage must be directed to the street.
- 14.4.4** Wooden decks are to be stained and/or sealed to preserve natural color or painted to match existing trim.
- 14.4.5** Railings are acceptable.
- 14.4.6** Application for a patio or deck must include the following information:

- (1) Site plans indicating location of patio or deck in relation to existing house.
- (2) Listing of materials colors and finishes.
- (3) Drainage provisions and flow or run-off
- (4) Dimensions
- (5) Elevation drawings
- (6) Location of Fire Suppression Area, if applicable.

14.4.7 Patio covers should not exceed 10 feet in height for a flat type structure, 12 feet in height for a sloped pitched structure.

14.4.8 Solid patio covers may be approved provided they are roofed with similar or complimentary materials to those present on the existing roof.

14.4.9 Metal patio covers must look like a wood product (Alumawood type) or match other metal roof material, if any, used by the original homebuilder, and must be approved by the Architectural Review Committee.

14.4.10 Patio covers may be freestanding or attached to an existing structure.

14.4.11 Unacceptable construction materials for structures in this section shall include the following:

- (1) Corrugated plastic
- (2) Corrugated fiberglass
- (3) Plastic webbing, split bamboo, reed or straw-like materials
- (4) Asphalt
- (5) Metal support posts for patio covers.
- (6) The above unacceptable materials are not all inclusive.

14.4.12 Application for patio covers must include:

- (1) Location of cover in relation to house
- (2) Materials and color
- (3) Dimensions
- (4) Elevation drawings
- (5) Location of Fire Suppression Area, if applicable.

14.5 Exterior Fires, Fireplaces and Barbecues.

- 14.5.1** Exterior fire pits, barbecues and fireplaces shall be limited to gas burning type with an electronic starter.
- 14.5.2** Fireplace chimneys shall not exceed minimum building codes and zoning codes, or 8 feet in height above original pad grade, whichever is less and shall meet City setback requirements.
- 14.5.3** If the fireplace (including the spark arrestor) extends above the adjacent wall or fence line, a setback equal or greater than the height of the fireplace is required and the structure shall be adequately screened from view by other Lots. Depending on the Lot configuration in relation to neighboring Lots, the setback can be lowered provide that the screening materials can be installed and appropriately maintained in the space. The minimum setback for barbecues, fireplaces and fire pits is 5 feet or the City required setback standards, whichever is less.
- 14.5.4** The structures shall be screened with landscaping.
- 14.5.5** The fireplace must match the architectural style of the Lot.
- 14.5.6** The back of the fireplace structure must match the Lot.
- 14.5.7** Residential Owner shall obtain any permits required by the City for any fire pits, barbecues and fireplaces.
- 14.5.8** Barbeque Islands and Outdoor Kitchens.
- (1) Barbecue islands and other types of permanent barbecue structures and outdoor kitchens shall maintain a minimum setback of 5 feet between the burning element and the property line, provided the structure is not visible above the adjacent wall or fence.
 - (2) If the structure is visible above the wall or fence line, it shall be screened with landscaping.
 - (3) Residential Owner shall obtain any permits required by the City for any barbecue islands and outdoor kitchens.
- 14.6** Pools and Spas.
- 14.6.1** All accessory equipment shall be located, screened, or recessed in such a manner so as not be visible from any Lot or street.
- 14.6.2** All equipment installations shall be located, sound controlled and maintained in such a manner so as not to unreasonably disturb Occupants of other Lots. The Architectural Review Committee shall have the right, but not the obligation, to require any Residential Owner to repair or restore any installation to quiet operation or restrict its use or operation if in the reasonable opinion of the Architectural Review Committee continued use or operation disturbs Occupants of other Lots.
- 14.6.3** Pools shall be designed by a licensed engineer and licensed geotechnical consultant in compliance with all applicable codes of the City.

14.7 Fountains.

- 14.7.1** Fountains that are consistent with the overall Community theme should be considered as an accent feature to the main Lot. Where those elements are visible from the street and/or Common Areas, their size and scale should be consistent with other proposed hardscape elements. Statuary and sculpture elements associated with fountains shall not exceed the height of adjacent privacy walls and fences and should be softened with plant materials.
- 14.7.2** The subject matter of statuary and sculpture elements associated with fountains shall be appropriate for their residential context. Elements that could reasonably be considered to be offensive are not permitted.
- 14.7.3** The color of fountains should complement the primary residential structure. Bright colors and reflective surfaces are not permitted
- 14.7.4** The quality and quantity of fountains, statuary and sculpture elements are subject to review and approval of the Architectural Review Committee.
- 14.7.5** Fountains located in the rear yard shall not exceed the adjacent fence or wall height, must not block a view and must be set back a minimum of 5 feet from the back of the sidewalk and/or side property lines. Fountains are more appropriately located close to the primary Lot and are not permitted to be placed in a location where they detract from the overall appearance of the street.

14.8 Sheds. No structure may be erected, constructed or maintained, whether permanent or temporary, within any building restricted easement without proper approval from the City of Sacramento.

- 14.8.1** Trees and or plantings shall be used to substantively hide the shed from the street and neighbor ground level view relative to the shed's property elevation.
- 14.8.2** All plantings must be a minimum 15 gallon and in the ground at shed installation completion with a sufficient height and width to provide blockage within 1 year.
- 14.8.3** A shed in the front view that exceeds the height of the fence shall have a minimum 10 foot setback from the front gate or wall.
- 14.8.4** No shed shall be placed on a slope.
- 14.8.5** No shed shall be allowed in areas with a see through fence (i.e. wrought iron) unless the see through fence does not border a neighbor's property (i.e. unimproved property such as a hill or open terrain).
- 14.8.6** All sheds shall adhere to the City of Sacramento and County of Sacramento zoning regulations and easements.
- 14.8.7** Sheds shall not exceed a footprint of 120 sq. ft.
- 14.8.8** Sheds are limited to one per Lot.
- 14.8.9** Sheds shall not exceed a height of 7 feet 6 inches at the highest point (Tuft Shed has a standard 'Garden Series' shed that is 7'5" with a 6'2" entry).

- 14.8.10** The color of the shed shall match, as closely as possible, the color of the dwelling unit.
- 14.8.11** Prefabricated metal sheds are prohibited. Wood, aluminum wood look-alike materials and stucco are allowed.
- 14.8.12** The shed roof must match, as closely as possible, the color of the dwelling unit's
- 14.9** **Ponds.** Applications for proposed decorative ponds must be submitted with the location, dimensions, and a picture or diagram including the intended appearance, material and color. A piping diagram of the re-circulation system and drainage method must be included. Ponds shall not be constructed on a property line or attached to any common wall or fence. Ponds must be maintained for Vector Control.
- 14.10** **Playground Equipment.** Design and location of all proposed playground equipment that extends above the fence line of the rear or side yards must be reviewed and approved by the Architectural Review Committee.
- 14.11** **Building Materials** Building materials for reconstruction or any additional new construction shall be equal to or better than the type originally installed by Declarant, or similar or comparable building materials.
- 14.12** **Painting (Exterior).** Exterior repainting of any Lot will be subject to review and approval by the Architectural Review Committee if you intend to repaint the exterior with a color different from the original color. Samples of the proposed color(s) must be provided to the Architectural Review Committee.
- 14.13** **Exterior Lighting.** Any exterior electrical, gas or other artificial lighting installed on any Lot shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as to fall on the same Lot on which such lighting is located. Festoon or Café Lighting are permitted to shine into or on adjacent properties. Further rules regarding exterior lighting may be promulgated by the Association Board. Additionally, Lots adjacent to open space areas may be subject to further exterior lighting restrictions imposed by Governmental Agencies.
- 14.14** **Antenna and Satellite Dish.** These guidelines are not intended in any way to impair the installation, maintenance or use of Covered Antenna (as defined below). These guidelines are not a part of a pre-approval submittal process as described in the Declaration; however, the Architectural Review Committee has the right to ensure that any Covered Antenna installed by a Residential Owner is installed in accordance with the following guidelines.
- 14.14.1** Definitions.
- (1) **"Antenna"** - any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS), including antennas that have limited transmission capability which are designed to aid the user in selecting or using video programming. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
 - (2) **"Covered Antenna"** - an Antenna covered by the FCC's Over-the-Air Reception Devices (OTARD) Rule.

14.14.2 Antenna Size and Type. Residential Owners may install the following Covered Antennas in accordance with the Architectural review process set forth in the Declaration and these Architectural Guidelines, provided that such rules do not unreasonably delay Covered Antenna installation, maintenance, or use; unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable-quality signals from Covered Antennas.

- (1) Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter.
- (2) Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter.
- (3) Antennas designed to receive television broadcast signals, regardless of size.

14.14.3 Location.

- (1) Covered Antennas shall not encroach upon, or overhang into, any Common Areas, Association Maintenance Areas or any other Lot.
- (2) Covered Antennas shall be located in a place shielded from view from other Lots, from streets, or from outside the Community to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location.
- (3) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Residential Owner must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.

14.14.4 Installation and Removal.

- (1) Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.
- (2) Installation is only allowed on Residential Owners' Lot.
- (3) Covered Antenna Camouflaging.

(A) Provided that paint will not degrade the signal, Covered Antennas shall be neutral in color or painted to match the color of the structure (wall, railing) near where they are installed.

(B) Covered Antennas installed on the ground and visible from the street or other Residential Owners' Lots must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

(C) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

14.14.5 Safety. Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Residential Owners must follow the listed safety guidelines:

- (1) Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, City and state laws and regulations, and manufacturer's instructions. If a Residential Owner must obtain a permit in compliance with a valid safety law or ordinance, then the Residential Owner shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.
- (2) Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Covered Antennas shall not be placed within 5 feet of electrical power lines (above-ground or buried) and in no event shall Covered Antennas be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Covered Antenna contact with power lines.
- (3) Covered Antennas shall not obstruct access to or exit from any doorway or window of a Lot, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operation of the Community. The purpose of this requirement is to ensure the safe ingress or egress of Residential Owners and Management Company personnel.
- (4) To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded.
- (5) To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds of 70 mph.

14.15 Flags and Flag Poles.

14.15.1 Submittal Requirements. Flags of the United States need not be submitted for Architectural Review Committee approval provided that they conform to the following guidelines. All other flags must be submitted to the Architectural Review Committee in accordance with the procedures set forth in this Handbook. However, the Association reserves its rights to prohibit flags, banner and similar displays should they pose a health or safety risk in the Community:

- (1) Occupants may display a flag of the United States made of fabric, cloth or paper displayed from a staff or pole within a Lot as long as the flag does not extend into a neighboring Lot at any time.
- (2) Occupants may not display a depiction or emblem of the United States flag made of lights, paint, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component.

- (3) Only one flag, whether American or otherwise, may be flown or displayed per Residence.
- (4) Flags, whether American or otherwise, may not be displayed for advertising purposes.
- (5) Flags must be cleaned and mended as needed and cannot be torn, soiled, or damaged in any way.
- (6) All other flags must be submitted to the Architectural Review Committee in accordance with the procedures set forth in the Declaration and these Architectural Guidelines.
- (7) Flagpoles are only permitted in the rear yard and must meet the following requirements:
 - (A) Height cannot be more than 20 feet when measured from the original grade,
 - (B) The flagpole must be at least three (3) feet from all shared fences, walls, structures,
 - (C) If not placed near a shared fence, wall or structure and flag does not extend into a neighboring unit, flag pole may be placed 1 foot from fence, wall or structure,
 - (D) Permanent flag poles must be of aluminum, stainless steel, or fiberglass and must withstand strong winds and be securely imbedded in a pipe cemented into the ground,
 - (E) The lanyard shall be made of material other than metal to mitigate noise,
 - (F) The finish material or color of the flag pole shall be cohesive to the residence. No bright colors,
 - (G) The flag pole diameter shall be no greater than the maximum needed to hold the flag,
 - (H) Lighting of the flag is allowed,
 - (I) Lighting shall be for the purpose of illuminating the flag and shall not be so bright as to incumber neighbors,
 - (J) Lighting shall be directional,
 - (K) No more than three lights are permitted,
 - (L) The flagpole shall have a reinforced footing.

14.16 Window Coverings and Treatments.

- 14.16.1** Permanent window coverings are required and must be installed no more than sixty (60) days after the first close of escrow of the Lot.

14.16.2 Window coverings may consist of curtains, draperies, blinds, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.

14.16.3 Exterior wrought iron or metal bars are prohibited.

14.17 Signs.

14.17.1 **Submittal Requirements.** Noncommercial signs and posters that are more than 9 square feet in size and noncommercial flags or banners that are more than 15 square feet in size must be submitted to the Architectural Review Committee in accordance with the procedures set forth in the Declaration and these Architectural Guidelines.

14.17.2 **Guidelines.**

- (1) Noncommercial signs made of lights, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component, or painting of architectural surfaces are not permitted.
- (2) Signs shall not be attached to the walls or fences of any porch, deck or patio area.
- (3) 1 sign advertising the Lot for sale or lease must not be larger than 18 inches by 30 inches in size. "SOLD" signs may not be displayed for more than 30 days after the close of escrow of the home.
- (4) Security signs shall be no larger than 12 inches x 12 inches (1 foot square). A maximum of one sign shall be permitted in the entry way area.
- (5) Open house signage must comply with the following requirements:
 - A. Residential Owners (or their agents) wishing to advertise "OPEN HOUSE" at the property address for the purpose of selling their Lot, must use a standard sign to conform as follows: (1) no larger than 10" x 30", and (2) the words "OPEN HOUSE".
 - B. Only one (1) OPEN HOUSE directional sign, pointing in any one direction, per street corner will be allowed. (i.e., if there is more than one open house heading in the same direction, there will still be only one OPEN HOUSE sign used as a directional to the open house.)
 - C. A Residential Owner may display an OPEN HOUSE sign as described above on real property owned by others only with their consent. No riders or flags are permitted.
 - D. The Neighborhood Association will summarily remove signs not complying with these rules and will not be responsible for their return to the Residential Owner or the Residential Owner's agent.

14.18 Solar Energy Systems.

14.18.1 **Submittal Requirements.** Plans for solar energy equipment must be submitted to the Architectural Review Committee for approval. Plans shall include location of panels on roof.

14.18.2 **Guidelines.**

- (1) Solar collectors are to be placed flush with and in the same plane as the roof slope.
- (2) Solar collectors should be hidden from view when possible.
- (3) Solar collectors must be non-reflective in nature.

14.18.3 **Liability.** Neither the Architectural Review Committee nor the Board shall be liable to the Residential Owner of a solar energy system for any approval or disapproval by the Architectural Review Committee or Board of any application for the installation of particular trees or shrubs on a Lot adjacent to a solar energy system. The Architectural Review Committee and the Board shall not be responsible for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of the planting of any tree or shrub on another Lot that blocks, interferes with, adversely impacts, damages, or otherwise renders a solar energy system less efficient if the tree or shrub had not been approved by the Board or Architectural Review Committee. Residential Owners who plant trees or shrubs on their Lots that are adjacent to a Lot with a solar energy system shall be responsible for compliance with Solar Shade Control Act (California Public Resources Code Section 25982).

ATTACHMENTS

Architectural Review Request Form with Neighbor Notification Form

Notice of Completion

Satellite Dish and Antenna Policy and Acknowledgment Form

NORTHLAKE COMMUNITY ASSOCIATION ARCHITECTURAL REVIEW REQUEST FORM

Send requests to:
Northlake Community Association
c/o Seabreeze Management Company
11501 Dublin Blvd., Suite 200
Dublin, CA 94568

Residential Owner's Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

Email Address: _____

SUBMITTAL CHECK LIST: (Please include 2 sets of the following)

- Architectural Review Request Form
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("**Plans and Specifications**"), clearly indicating all proposed modifications
- Floor plans, if a Residential Owner is requesting permission to remove or relocate a wall
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- Completed Neighbor Notification Form (see attached page)
- Permits and licenses, if applicable
- Color photos of the areas being improved
- Submittal fees, if applicable \$150 Non-Refundable for full review and \$250 security deposit.

Start ____/____/____/ Finish ____/____/____/ Floorplan: _____

PROPOSED ARCHITECTURAL IMPROVEMENT(S)

I/we understand that the proposed improvements may require a permit from the City Building Department or other Governmental Entities and I/we will obtain all required permits before commencing any work. I/we agree I/we will do no work that will change the existing drainage patterns. I/we are aware that any changes in the

existing drainage pattern may result in substantial damage to adjacent properties, for which I/we will be held responsible.

I/we assume the responsibility for any work, including conformity of completed improvements to the plans and specifications as approved by the Board or, if appointed, the Architectural Review Committee and the satisfaction of any time limitations for their completion as may be specified in conjunction with such approval under the above proposed modifications/improvements. Further, I/we assume full responsibility for any work and that I/we or my contractor accomplishes which may, in the future, adversely affect adjacent properties and/or Common Areas. I/we will assume responsibility for all future maintenance of this modification and/or improvement.

I/we understand that prior to commencing any work I/we must provide a deposit to the Association as set forth in the Architectural Guidelines.

Signature: _____

Date: _____

Signature: _____

Date: _____

Do not write below this line (For Board/Architectural Review Committee use only)

NORTHLAKE COMMUNITY ASSOCIATION

WATER QUALITY MANAGEMENT BEST MANAGEMENT PRACTICE GUIDELINES

In order to mitigate the potential water pollution concerns associated with human habitation, the California Water Quality Management Board has set strict guidelines for the Community regarding the effects of runoff and storm water pollution.

One of the most sensitive and carefully monitored phases of the Community is the construction period. The requirements are not merely restricted to the development and construction managed by the Community's builder – construction by Residential Owners will also be scrutinized and subject to very severe fines.

To be certain that you understand and accept responsibility for any violations associated with your proposed Improvements; each Residential Owner is required to review this section. It must be signed and returned by you as a required part of your Application submitted to the DRC. You must also make a copy for and provide this document to any contractors or consultants whom you employ to ensure their compliance with these requirements, and you should make them responsible for any fines which you may incur as a result of their violation of same. The Association will monitor construction activities as well as check on Best Management Practices; however, the Residential Owner will be solely responsible for any fines incurred by the Association as a result of infractions initiated at Residential Owner's Residence. The Association will take whatever legal action is necessary to ensure compliance and collect for infractions charged to the Association as a result of Residential Owner's, or Residential Owner's contractor's or consultant's, acts or negligence or failure to comply with these requirements.

The following requirements are not meant to be all-inclusive of Regional Water Quality Control Board requirements or of any other agency. It should be understood that any applicable agency's rules and requirements may/will be applied to the activities of any Residential Owner and may supersede these Guidelines. All resulting fines imposed on the Association, or the Residential Owner as a result of any violation of Applicable Laws will be the responsibility of the Residential Owner and the Residential Owner shall indemnify, defend and hold harmless the Association from any such fines or penalties incurred as a result of any violation by Applicable Laws, including without limitation any guidelines or restrictions provided by the California Water Quality Management Board.

1. No construction materials, chemicals or substances may be disposed of or poured into the area drains, street and/or gutter.
2. Area drains should be shielded and/or covered to ensure that construction by-products and/or chemicals are not washed into them.
3. No tools or equipment may be rinsed off on the property in a manner that causes the water to reach the area drains, street and/or gutter.
4. No unprotected stockpiling of sand, gravel, dirt or other materials in the street is permitted.
5. Any sand, gravel, dirt or other materials piled/stored on the driveway or Residential Owner's Residential Lot must be effectively covered to prevent rain or irrigation water runoff from carrying material residue into the area drains, street and/or gutter.
6. In the event of a runoff event or spill, sandbags or straw waddles must be strategically placed to ensure that no substance makes its way into the area drains and/or storm drains.
7. Hoses and/or irrigation should not be allowed to run in a manner that causes water or any substance to wash into the area drains, street and/or gutter.
8. Containers for hazardous materials such as paint, concrete, chemicals, etc. must be in good condition and not allowed to spill or leak onto the ground or be washed into the area drains, street and/or gutters.
9. No products or chemicals should be buried for disposal.
10. Trash and debris should be properly contained and disposed of off-site.
11. No vehicles or equipment should be allowed to leak oil anywhere.

12. No portable restroom facility may be allowed in the street and those stored on the Residential Owner's Residential Lot must be in proper working order so that no waste leaks.
13. Pesticides and/or fertilizers must be monitored and properly used and stored.
14. No irrigation runoff should reach the street and/or gutter, as such runoff may carry chemicals from pesticides, fertilizers, etc., into the storm drain.
15. Pesticides and/or fertilizers must be monitored and properly used and stored.
16. No irrigation runoff should reach the street and/or gutter, as such runoff may carry chemicals from pesticides, fertilizers, etc., into the storm drain.

THE BASIC GOAL IS TWO-FOLD:

1. No materials, other than rainwater, should be allowed to flow into the area drains and/or storm drains.
2. No chemicals or products should be allowed to contaminate the groundwater supply.

In addition to the foregoing, you have previously been provided with a set of educational materials attached to the Association Rules regarding best practices associated with water quality and associated issues. You should carefully review these materials and provide them to any contractors or consultants who will be performing work on your Residential Lot or who will be entering the Community at your request. As referenced above, you are responsible for any violations of Applicable Laws by such individuals or entities.

ACCEPTANCE AND ACKNOWLEDGMENT

I am the Residential Owner of record for the residence noted below. I have read and understand the Water Quality Management Best Management Practice Guidelines and agree to inform my contractors and consultants of same and to diligently pursue their compliance with such guidelines. I also understand my liability in the event of an infraction resulting in a fine against me and/or the Association. I understand that I will be held personally responsible for any fines and/or fees levied against me and/or the Association as a result of any infractions caused by me, my contractors or my consultants in connection with the construction, maintenance, or any other activities on my Residential Lot.

Signature: _____

Date: _____

Signature: _____

Date: _____

NORTHLAKE NEIGHBOR NOTIFICATION FORM



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: _____

Front neighbor



Name: _____
 Address: _____
 Signature: _____

Right adjacent neighbor



Name: _____
 Address: _____
 Signature: _____

Left front neighbor



Name: _____
 Address: _____
 Signature: _____

Front neighbor



Name: _____
 Address: _____
 Signature: _____

Right front neighbor

If neighbor is not impacted by improvements, meaning no part of the improvements will be visible to them, then write "Not Impacted" in that neighbors signature line. Signature on above form does not constitute approval of plans presented, only notification. Any concerns about the plans being presented may be addressed, in writing to the Association.

**NORTHLAKE COMMUNITY ASSOCIATION
NOTICE OF COMPLETION**

Return form to: **Send requests to:**
Northlake Community Association
c/o Seabreeze Management Company
11501 Dublin Blvd., Suite 200
Dublin, CA 94568

Notice is hereby given that: _____, the undersigned is the Residential Owner(s) of the property located at:

Address: _____

Lot #: _____

The work of Improvement described as _____

was COMPLETED on the _____ day of _____, 20__ in accordance with the Board's/Architectural Review Committee's written approval of the above Residential Owner's plans and submitted package.

Signature of Residential Owner: _____

Signature of Residential Owner: _____

Date: _____

*THIS SECTION FOR BOARD/ARCHITECTURAL REVIEW COMMITTEE
USE ONLY:*

Date Received: _____

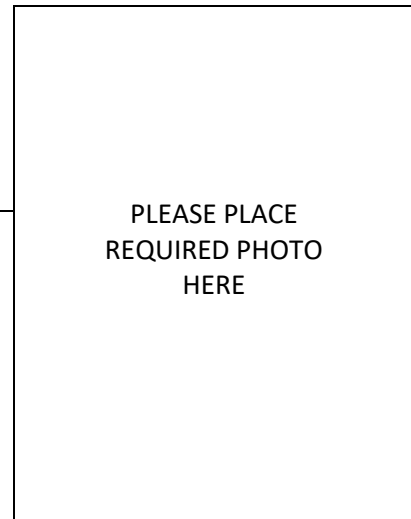
Date Inspection Performed: _____

Work completed in accordance with approved plans;

File closed date: _____

Work not in compliance with approved plans;

See comments and/or corrections as noted below: _____



Board/Architectural Review Committee

Date

**NORTHLAKE COMMUNITY ASSOCIATION
SATELLITE DISH AND ANTENNA POLICY AND ACKNOWLEDGMENT FORM**

Return form to: **Send requests to:**
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1. **Installation within the Lot.**

1.1 **Dishes.** Consistent with the Governing Documents, satellite dishes and antennae designed to receive video programming services via multi-point distribution services may be installed within the Lot so long as such antennae and satellite dishes are (a) 36" or less in diameter, (b) installed in the least visually obtrusive portion of a Residential Owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (c) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive.

1.2 **Broadcast Antennae.** Antennae designed to receive television broadcast signals may be installed within a Lot so long as (a) an acceptable quality signal cannot be received via an indoor antenna (e.g., "rabbit ears," etc.), (b) the antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal, and (c) the antenna is installed in the least visually obtrusive portion of a Residential Owner's Lot where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive.

1.4 **No Installations by Lessees.** Only Residential Owners may install satellite dishes and/or antennae as set forth in this Satellite Dish and Antenna Policy ("**Satellite Policy**"). If a Residential Owner permits its Lessee to install a satellite dish or antenna, this Satellite Policy form must be completed by the Residential Owner of the leased Lot and such Residential Owner will be responsible for ensuring its Lessee complies with all the requirements of this Satellite Policy.

1.5 **Notification.** After installing an antenna or satellite dish pursuant to **Section 1.1** or **1.2** above, the Residential Owner must complete and submit a Notification form to the Association. The Association may inspect the antenna or satellite dish to determine compliance with the above requirements.

2. **Common Areas.** Residential Owners are not permitted to install satellite dishes or antennae in any portion of the Common Areas **or in the Association Maintenance Areas.**

All satellite dish and/or antenna installations must comply with this Satellite Policy. By signing below, you acknowledge that you have read this Satellite Policy carefully and represent to the Association that your installation will fulfill all the requirements. This form must be submitted to the Association at least 7 business days prior to installation of a satellite dish or antenna.

Residential
Owner:

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Address: _____

Type/Model of Satellite dish or antenna: _____

Diameter of satellite dish: _____

Satellite dish or antenna location: _____

Is a sketch of the proposed location relative to building attached? Yes No

Is satellite dish or antenna installed on a freestanding base, pole, or tripod? Yes No

Is satellite dish or antenna screened? Yes No

Is

satellite dish or antenna painted to match the Building surface or blend with surrounding? Yes No

Date of installation: _____

UPON COMPLETION OF THIS FORM, IT IS THE LEGAL RESIDENTIAL OWNER'S RESPONSIBILITY TO EMAIL, FAX OR MAIL THIS FORM TO THE MANAGEMENT COMPANY.