

Quail Ridge Residential Association

c/o CID Management, Inc.
1460 Washington Blvd. Ste A203
Concord, CA 945211
(925) 672-2221 FAX 672-4224

QUAIL RIDGE HOMEOWNER'S REFERENCE GUIDE

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(Page 1 of 4)

The purpose of this **Homeowner's Reference Guide** is to provide appropriate excerpts from our Covenants, Conditions and Restrictions (CC&Rs) which relate to specific maintenance and improvement responsibilities of our **Homeowner's Association**, as well as specific responsibilities of each individual **Homeowner**.

This information is provided for the purpose of sustaining the beauty and integrity of Quail Ridge, and to perpetuate the enjoyment of our Community to its fullest. In this regard, it is important that each homeowner review these respective responsibilities and be guided by them.

HOMEOWNER'S ASSOCIATION RESPONSIBILITIES and RESPONSIBILITIES of EACH OWNER: For guidance, the following responsibilities of our HOMEOWNER'S ASSOCIATION and our HOMEOWNERS have been extracted from portions of our CC&Rs (shown below), and are generally in sequential order as they appear within the text. For proper interpretation of each item, please refer to the actual CC&R text shown on pages 2, 3 and 4 for placement of each item into context.

HOMEOWNER'S ASSOCIATION RESPONSIBILITIES

- Maintain, repair and replace all Common Area structures
- Maintain, repair and replace all Common Area landscaping, including grass, shrubbery, plants, trees and ground cover
- Maintain irrigation systems in all Common Areas
- Maintain landscaping in all "Lot-front" areas, including grass, shrubbery, plants, trees, and ground cover
- Maintain irrigation systems in all "Lot-front" areas
- Paint exterior surfaces of all residences
- Maintain, repair and replace all roofs, gutters and downspouts including flashing around any skylight
- Maintain, repair and replace any fence separating a Lot and Common Area
- Structurally repair and replace any concrete retaining walls separating a Lot and Common Area
- Maintain swimming pool area including all structures and equipment
- Paint, repair and/or replace all mailboxes
- Provide Community Insurance (please refer to specific provisions in our CC&Rs and By-Laws)

OWNER'S RESPONSIBILITIES - Each Owner has the obligation, at his or her expense, to maintain, repair and/or replace the following items, including, but not necessarily limited to:

- Sanitary sewers
- Lot structures and accessories: including bridge to bonus room & railings, trellises, pergolas, decorative fountains, built-in planters, spas, built-in barbecue grilles, etc.
- Miscellaneous exterior features: including security alarm boxes, lighted address boxes, exterior light fixtures, awnings, etc
- "Rear-Lot" and interior atrium landscaping and irrigation
- Siding (stucco or wood): repair and/or replacement
- Crawl space exterior vent screens
- Foundations
- Utility lines
- Decks (all ground-level decks constructed of various decking materials)
- All rear "structural" decks (decks not at grade level)
- Bonus room front deck and railings
- Skylights - Homeowner replacement of skylights requires prior approval of the Homeowner's Association due to the absolute need to avoid possible roof damage during installation. Reason: roof repair and replacement is the responsibility of the Association.
- Roof projections: including chimney, chimney collar, flue, spark arrestor cap, vent stacks, etc.
- Walkways (concrete or wood)
- Driveways
- Windows
- Window screens
- Doors
- Door screens
- Glass surfaces
- "Rear-Lot" boundary fences (and gates) installed by any Owner - past or present (see Section 7.1 below)
- Party fences and gates (see Section 1.18 below)
- Party walls (retaining walls) (see Section 1.18 below)
- Garage door, door track and all related garage door hardware
- Area drainage and other drainage facilities and systems (located on any Lot)

The two Articles in the CC&Rs that relate specifically to this Homeowner's Reference Guide are: **Article I, Definitions, and Article VII, Maintenance, Repair and Replacement.**

Article I, Definitions - Following are pertinent Definitions:

Section 1.11 - "Maintain" and "Maintenance" shall mean caring for property and keeping it in its existing state, preserving it from failure or deterioration (including painting, caulking, cleaning and minor non-structural upkeep).

Section 1.18 - "Party Fence" and "Party Wall" shall mean, respectively, (A) each fence which is built as part of the original construction within the Development and placed on a dividing line between Lots, and (B) each wall which is built as part of the original construction within the Development as a wall common to two Residences.

Section 1.19 - "Repair" shall mean the minor restoration of property that is torn, broken, or otherwise damaged, or has sustained wear, tear, or deterioration such that minor restoration is necessary.

Section 1.20 - "Replace" and "Replacement" shall mean substantial reconstruction, restoration, or substitution of the whole, or a substantial part of, property that has been damaged or destroyed through usage or exposure to the elements such that it is no longer usable or serviceable in its current condition.

Article VII, Maintenance, Repair and Replacement (emphasis has been added in bold type)

Section 7.1, Association Responsibility - The Association shall have the obligation to maintain, repair and replace the Common Area and its **structures and landscaping** in first class condition, excluding **sanitary sewers**. The Common Area shall be preserved substantially as originally constructed and shall be held, maintained and used to meet the common interests of the Members. The Association shall **paint and maintain the exterior surfaces** of Residences (but excluding **foundations, utility lines, decks, skylights, walkways [both concrete and wood], windows, doors, glass surfaces, and screen on a door or window**); shall maintain that portion of **landscaping** including **grass, shrubbery, plants, trees, ground cover and related irrigation systems** installed on the front of each Lot located between the public street and either the (i) fence, as installed during original construction, adjacent to the garage situated thereon, separating the front portion of the Lot from the private garden area located between the garage and corresponding Residence, or (ii) the front of the Residence on Lots where the garage is physically attached to the Residence; and shall maintain, repair, and replace **roofs, gutters, and down spouts** of Residences, including the **flashing around any skylight** which is required to prevent the roof from leaking around that skylight. The Association shall maintain, repair, and replace any **fence** separating a Lot and Common Area, excluding **rear boundary fences** installed by any Owner. Any Owner who by his negligence or willful act increases such fence's exposure to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The Association shall provide structural repair and replacement of any **concrete retaining walls**.

The expense of any maintenance, repair or replacement under this section which is caused by the intentional or negligent act or omission of an Owner, or a Resident, Guest or pet of an Owner, shall be paid by such Owner, and the Board may charge the full amount of any such cost to such Owner as a reimbursement assessment as provided in Article V of the Declaration.

Section 7.2, Owner Responsibility, states: Each Owner shall have the obligation at his or her expense to maintain, repair and/or replace all **structures and landscaping** on his or her Lot in good condition, including, but not limited to **walkways, driveways, party walls and fences, decks, skylights, glass surfaces, door and window screens, and garage door hardware**, but excepting any Lot responsibilities accepted by the Association under Section 7.1 above.

The cost of reasonable maintenance, repair and/or replacement of **party fences and walls** shall be shared by the Owners of adjacent Lots in equal proportions. If a party fence or wall is destroyed or damaged by fire or other casualty, either Owner may restore it, and the other Owner or Owners of that party fence or wall shall contribute to the cost of the restoration in proportion to their share of ownership in the party fence or wall. Any Owner who by his negligence or willful act causes a party fence or wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. Owner shall maintain, repair and replace any additions to his or her Lot unless otherwise agreed to by the Board of Directors.

Landscaped areas within any Lot shall be maintained continuously by the Owner in a manner to continue established slope ratios, prevent erosion or sliding problems, and to facilitate the orderly discharge of water through natural drainage systems and patterns. Any **area drainage and other drainage facilities and systems** located on any Lot shall be maintained by the Owner in a neat, orderly and safe condition in such a manner as to facilitate the orderly discharge of water. The Owner of each Lot shall have the right to use the natural drainage system and pattern, including underground drain pipes and patterns of drainage over the development from and to adjoining properties and improvements, provided that such rights of drainage shall not include the right to discharge noxious substances therein.

Note: The preceding excerpts from the Association's CC&Rs have been copied directly from the officially recorded CC&Rs; in the event of an unintentional discrepancy between the CC&Rs and this "Homeowner's Reference Guide", the wording in the CC&Rs shall prevail.