

Oak Crest Village Home Owners Association
Phase 5 Homes
Exterior Surfaces Repair and Painting Project – 2022
Responsibilities

Oak Crest Village Homeowner's Association (HOA) is undertaking exterior surface repairs to Association owner's homes in conjunction with a scheduled painting project.

Repair Plans

HOA will repair, at its sole cost, the following:

- Roofs in conjunction with dry rot repair, **excluding** roof support structures or plywood underlayment.
- Deck or patio railings or walls.
- Exterior of each residence, **excluding**:

Entryway walkways, railings, and supports;

Decks or patios structure or flooring, including deck or patio structure or flooring over garages, and deck or patio supports;

Patio Shade Covers;

Fences (other than the Association perimeter fence) and party walls; and

Entry and garage doors and frames.

Association homeowners will be required to repair, or at their option, contract with the HOA's contractor to repair the following:

- Roof support structures and plywood underlayment;
- Entryway walkways, railings, and supports;
- Deck or patio structural support or flooring, including deck or patio structure or flooring over garages, and deck or patio supports;
- Patio Shade Covers
- Fences (other than the Association perimeter fence) and party walls; and
- Entry and garage doors.

Applicable Oak Crest Village Homeowner's Association CC&R Sections

ARTICLE 8 MAINTENANCE OF PROPERTY

8.1 Owner Maintenance Obligations. Each Owner is responsible for maintaining in good condition and repair his or her Lot and Exclusive Use Common Area, including all improvements and landscaping thereon, unless that responsibility is expressly assigned to the Association pursuant to Section 8.2, below. Owners are responsible for maintenance of the following components:

- 8.1.1 The maintenance, repair, or replacement of entry doors, garage doors, entry door frames, door hardware, and related components;
- 8.1.2 The maintenance, repair, or replacement of all windows, screens and sliding glass doors, including window frames and related components;
- 8.1.3 The maintenance, repair, or replacement of all appliances and equipment, including air conditioning, ventilation, and heating equipment, water heaters, plumbing and lighting fixtures, including address numbers, or other mechanical equipment servicing his or her particular Residence;
- 8.1.4 The maintenance, repair, or replacement of utility lines and connections, including sewer, electrical, plumbing, telephone, internet, cable or other broadcast services, and gas lines, which are located within a Lot and which provide service to the Residence located upon that Lot;
- 8.1.5 The maintenance, repair, or replacement of private patio decking and support structure, which are enclosed by a fence or railing for the private use as part of the Owner's individual Residence area, including decks constructed over garages;
- 8.1.6 The maintenance, repair, or replacement of the interior of the Owner's Residence, including all personal property, including without limitation the fixtures therein;
- 8.1.7 The maintenance, repair, or replacement of concrete and wooden walkways and associated handrails which provide access to the entry door of any Residence;
- 8.1.8 The maintenance, repair, or replacement, including painting, of patio covers, trellis, exclusive use yard fences, or other exterior modifications, concurrent with the painting cycle set forth in accordance with Section 8.2.3, below;
- 8.1.9 The maintenance, repair, or replacement of the exterior of the Owner's Residence caused by water emanating from irrigation systems installed by the Owner or previous Owners of the Residence (i.e., systems not installed by the Association) or installed within enclosed patio areas;

8.1.10 The maintenance, repair, or replacement to the Owner's Residence (interior or exterior) caused by standing or ponding water on the Owner's Lot or water flows emanating within the confines of the Lot, including water damage from broken pipes within the Lot; and

8.1.11 The maintenance, repair, or replacement to the Owner's Residence (interior or exterior) caused by drainage problems that result from work or improvements undertaken by a particular Owner which alter drainage courses from the condition existing at the time the Owner's Residence was constructed.

8.2 Association Responsibilities. Generally, the Association is responsible for maintaining the following listed portions of the Development in good condition and repair.

8.2.1 Common Area and Common Facilities. The Association is responsible for the maintenance, repair, and replacement of all Common Area, Common Facilities and the perimeter fence.

8.2.2 Landscaping. The Association is responsible to provide landscape maintenance, as defined by the Board, and to maintain and replace, as necessary, the landscaping within the Common Area and the landscaping located on the open area(s) of individual Lots up to the exterior walls, fences, decks, or patio enclosures. The Association is not responsible for maintenance of any potted plants or other plantings of a non-permanent nature. The sprinkling systems installed in the Common Areas shall also be maintained by the Association. The Board shall determine all plants, designs, and all aspects of landscape maintenance that the Association is responsible for.

8.2.3 Exterior Maintenance of Residences. The Association shall provide the following limited painting, maintenance, repair and replacement to the individually owned Residences within the Development; so long as the need for such painting, maintenance repair or replacement results solely from ordinary wear and tear and or the negligence of the Association or its agents and contractors:

8.2.3.1 Exterior Surfaces of Residences. The painting, repair and replacement of the exterior surfaces of Residences, excluding any portion of entry decks or walkways, except for painting during the Association's painting cycle. This responsibility shall expressly include the maintenance of surrounding surfaces of decks, surrounding surfaces of patios, and surrounding surfaces of balconies, but not the flooring or any structural support of the same;

8.2.3.2 Exterior Roof Surfaces. The repair and replacement of exterior roof surfaces (i.e., the roof covering materials, limited to tile, felt underlayment, flashings, and skylights that were part of original construction, but not any subsurface roof support structures);

8.2.3.3 Roof Gutters and Downspouts. The cleaning, repair, and replacement of roof gutters and downspouts; and

8.2.3.4 Exclusive Use Common Area / Private Yard Fences. The painting of the exterior side of exclusive use Common Area/Private Yard Fences facing the Common Area and interior side of Private Yard/Exclusive Use Common Area fences during the Association's painting cycle, provided the following conditions are met by the Owner: (a) the exterior and interior side of said fences have been repaired to remove all damage and dry rotted wood; (b) said fences, including repairs, have been primed or previously painted; and (c) sufficient access is provided by the Owner to allow said painting. However, the Owner is responsible for any other painting, for any reason, at any time other than the regularly scheduled painting.

8.2.3.5 Entry Doors and Garage Doors. The painting of the exterior side of entry doors and garage doors that serve an Owner's Residence during the Association's painting cycle, provided the following required provisions are met by the Owner: (a) the exterior side of entry doors and garage doors have been repaired to remove all damage and dry rotted wood; (b) said doors, including repairs, have been primed or previously painted; and (c) sufficient access is provided by the Owner to allow said painting. However, the Owner is responsible for any other painting, for any reason, at any time other than the regularly scheduled painting.

8.3 Party Walls. The rights and duties of the Owners with respect to the maintenance, repair, and replacement of party walls shall be governed by applicable California law.

8.4 Compliance with Architectural Provisions. An Owner's right and responsibility for maintaining, repairing or replacing any portions of his or her Lot, including landscaping, shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural control, including Article 9.

8.5 Owner Failure to Maintain. The Board has discretion to determine whether any maintenance, repair, or replacement which is the responsibility of an Owner, is necessary to preserve the appearance and value of the property comprising the Development, or any portion thereof, and may notify an Owner of the work the Board deems necessary. Subject to the authority of the Board to authorize immediate emergency repairs as specified in Section 8.7, below, in the event an Owner fails to perform such work within thirty (30) days after notification by the Board to the Owner, the Board may, after written notice to the Owner and the right of a hearing before the Board, cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment.

8.6 Owner Liability. In the event the need for any maintenance, repair, or replacement by the Association is necessitated by the willful or negligent act or

omission of an Owner, members of any Owner's household, or an Owner's tenants, Contract Purchaser, guests, invitees, or household pets, the cost of such maintenance, repair, or replacement, including the cost of materials, labor, supplies, and services shall be charged to, and paid by, such Owner in the form of a Reimbursement Assessment.

8.7 Authority for Entry of Lot. The Association or its agents may enter any Lot or Residence, whenever such entry is necessary, in the Board's sole discretion, in connection with the performance of any maintenance, repair, construction, or replacement for which the Association is responsible for which it is authorized to perform, including without limitation the authorization provided in Section 8.5, above. Although under no obligation to do so, the Board, in its complete and sole discretion, may enter or may authorize the Association's agents to enter any Lot to effect emergency repairs where such repairs are necessary for safety reasons or to prevent or discontinue damage to the entered Lot, any other Lot or the Common Area. The cost of performing any such emergency repairs shall be charged to the Owner as a Reimbursement Assessment. Such entry shall be made with as little inconvenience to the Residents as practicable and only upon reasonable advance written notice of not less than twenty-four (24) hours, except in emergency situations.

8.8 Association Liability. Except as specifically provided in Section 8.2, the Association shall not be responsible or liable for any maintenance, repair, or replacement of a Lot or any Improvement thereon, except to the extent that the need for such maintenance, repair, or replacement results from the gross negligence of the Association, its employees, contractors, or agents.

8.9 Board Discretion. The Board shall have the discretion to determine the manner, method, extent and timing of the performance of any and all maintenance, repair and replacement obligations imposed upon the Association by this Article.

8.10 Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the Association's maintenance and repair obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work.

Oak Crest Village
Wood Repair
Scope of Work
Owner Contractors

- T1-11 Siding is to be replaced in full sheets, not pieced. Siding to be Premium Grade 4x8, 4x9, or 4x10 as required, 12 inches on center
- Lap siding is not to be pieced in lengths shorter than 6 feet
- Exterior structural members exposed to the weather must be pressure treated
- House Trim is not to be pieced in lengths shorter than 8 feet. Trim regardless of dimension must be **“Vintage” brand finger jointed tight knot pine, factory primed with 2 coats of latex primer.**
- Balcony/patio/deck rail caps, spindles and trim must be Select Grade Redwood
- All fencing to be rough redwood
- Caulking: Contractor shall caulk all repairs. Caulk to be used is Sashco Big Stretch White Performance Sealant (Federal Specification: – TT-S-00230 C – ASTM C834 – ASTM C920, Type S, NS, Class 25.) The Association will consider alternate material bids that meet the same Federal Government Specification.
- Priming with Kelly Moore KM #255 Primer (white in color). Primer is to be applied to 6 sides of all raw wood to be installed. If sprayed it must also be back rolled. Installed primed surface must be free of voids. Wood that is pre-primed is acceptable but raw/cut ends must be primed prior to installation
- Nail guns, if used, must be adjusted to minimize counter sinking of nail heads. Any nail heads sunk too deeply, in the opinion of the HOA’s representative, must be caulked by the contractor.
- State the warranty provided on workmanship and materials.
- Any contractor used must be licensed by the State of California for the specific type of work to be performed.
- Permits required must be obtained prior to start of work.

5/22/24 Meeting with City of Citrus Heights

In attendance: Rick Kelley –Senior Building Inspector

Joe Cuffe –Chief Building Official

Elmo Banning –Oak Crest Village HOA Board President

Chris Pair – Oak Crest Village HOA Board Member at Large

Items discussed:

1.) Why are the siding permits for the bldgs in Oak Crest Village (OCV) considered “commercial” permits?

Per Scott at RCR, he was informed that the City would classify siding permits for the bldgs. in Oak Crest Village (OCV) as “Commercial” permits.

The City only has two type of permits, Residential or Commercial

1. Residential includes one and two single family homes (duplex) or townhomes
2. Commercial includes everything else including condominiums

We informed the City that we are townhomes in a PUD in which case they confirmed for us it would be a Residential permit. There would be one siding permit for each address but they would be “batched” together by building for processing.

If needed, permits for decks would be per address and include all decks associated with that address.

2.) Are we required to follow “New” construction guidelines if we were to remove and put back a ledger board in order to access siding?

No, however some newer methods (like blocking between ledger and siding, etc.) might help our decks/ siding situation for the future.

3.) Are there any special provisions for decks that are 4’ in height or less (i.e. no permitting req’d)?

No.

4.) What needs permitting under Residential permitting as it pertains to our project?

- Anything that is completely removed/demolished
- Any structural element that damaged/unsound and needs to be replaced
- New siding

5.) Does replacing “like for like” need to have an Engineer’s Stamp?

No, replacing like for like does not need to be signed by an engineer.

However, repair and replacement of elements require electronic plans describing what’s existing and what’s being replaced and where.

6.) Is a permit required if we are only removing deck boards to get to the siding and no structural elements are being replaced?

No.



CITY OF CITRUS HEIGHTS

BUILDING & SAFETY DIVISION

6360 Fountain Square Drive, Citrus Heights, CA 95621 (916) 727-4760

Building@CitrusHeights.Net

Policy for Permitting Requirements for Residential Remodels, Alterations, Repairs and Additions

Purpose: This policy was developed to clarify the situations when a permit is required for residential remodels, alterations, repairs and additions.

Background: There has been much confusing and contradictory information put out over the years as to when a permit is needed for residential remodels, alterations, repairs and additions. This policy is an effort to clarify the issue, and provide guidance to permit applicants.

Policy: It is the City's policy that there are limits on *non-permitted* repairs for R-3 (dwellings) and U occupancies (private garages, patio covers, sheds, etc.) on residential properties.

When the scope of work for R-3 (dwellings) and U occupancies (private garages, patio covers, sheds, etc.) involves the *removal or replacement* of **50 percent or greater of the linear length of the walls of the building** (exterior plus interior) **within a one-year period**, the project shall be considered new construction; and the entire building shall comply with all current codes. This means that the *entire building, not just the new sections*, will need to comply with the currently adopted building and fire codes.

For other "remodels, alterations, repairs and additions", these items **will** require a permit:

1. The cutting away of any wall, partition or portion thereof.
2. The removal or cutting of any structural beam or load-bearing support.
3. The removal or change of any required means of egress or rearrangement of parts of a structure affecting the egress requirements.
4. Any addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, or electric wiring.
5. Mechanical or other work affecting public health or general safety.
6. Replacement of any required Emergency Escape and Rescue Window (see CRC R310).
7. Any addition of square footage to an existing dwelling or structure.

This isn't an all-inclusive list; contact the Building & Safety Division if you have questions concerning your project. See Building Code Section 105.1 and Residential Code Section R105.1 for work exempt from permits. Also see the City of Citrus Heights form "*CHB0600 Projects Requiring a Permit*" for more information.

California Residential Code Sections on Repairs

R105.2.1 Emergency Repairs

Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

R105.2.2 Repairs

Application or notice to the building official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed

receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

California Building Code Sections on Repairs

105.2.1 Emergency Repairs

Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

California Existing Building Code Sections on Repairs

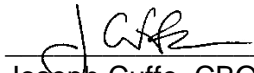
105.2.1 Emergency Repairs

Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the code official.

105.2.2 Repairs

Application or notice to the code official is not required for repairs to structures and items listed in Section 105.2 ("*Work Exempt from Permit*") provided that such repairs **do not** include any of the following:

1. The cutting away of any wall, partition or portion thereof.
2. The removal or cutting of any structural beam or load-bearing support.
3. The removal or change of any required means of egress or rearrangement of parts of a structure affecting the egress requirements.
4. Any addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, or electric wiring.
5. Mechanical or other work affecting public health or general safety.



Joseph Cuffe, CBO CFM COSS
Chief Building Official
City of Citrus Heights
Building & Safety Division



CITY OF CITRUS HEIGHTS

BUILDING & SAFETY DIVISION

6360 Fountain Square Drive, Citrus Heights, CA 95621 (916) 727-4760
Building@CitrusHeights.Net

Preparation of Plans and Specifications

The current California Building Codes state that construction documents shall, where required by the statutes of the jurisdiction, be prepared by a registered design professional. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

The following exemptions to the above designer requirements may be permitted, unless the buildings and structures are determined by the Building Official to be of an unusual nature where the structural stability or the safety of such buildings or structures is not evident to the Building Official. Engineering calculations and the signature of a registered engineer or licensed architect may be required in such cases.

CRITERIA FOR DESIGNER REQUIREMENTS:

STRUCTURAL ENGINEERS may design any building of any type. *[Sections 5537.1, 6731, and 6736 of Business & Professions Code]*

CIVIL ENGINEERS may design any building of any type *EXCEPT* public schools and hospitals. *[Section 129805 of Health & Safety Code; Section 17302 of Education Code; Sections 5537.5, 6731, and 6735 of Business & Professions Code]*

ARCHITECTS may design any building of any type *EXCEPT* the structural portion of a hospital. *[Section 129805 of Health & Safety Code; Sections 5500.1 and 6737 of Business & Professions Code]*

CERTIFIED INTERIOR DESIGNERS means a person who prepares and submits non-structural or non-seismic plans to local building departments that are of sufficient complexity so as to require the skills of a licensed contractor to implement them, and who engages in programming, planning, designing, and documenting the construction and installation of non-structural or non-seismic elements, finishes and furnishings within the interior spaces of a building. *[Sections 5800 – 5812, of Business and Professions Code Chapter 3.9 Interior Designers]*

UNLICENSED INDIVIDUALS may design **only** the following types of buildings:

- Single-family dwellings of not more than two stories and basement in height.
- Multiple dwellings containing not more than four dwelling units of wood frame construction of not more than two stories and basement in height and no more than four dwelling units per lot.
- Garages or other structures appurtenant to the dwellings described above of wood frame construction not more than two stores and basement in height.
- Agricultural and ranch buildings of wood frame construction, *unless the Building Official having jurisdiction determines that an undue risk to the public health, safety, or welfare is involved.*
- Store fronts, interior alterations or additions, fixtures, cabinetwork, furniture, or other appliances or equipment, including any work necessary to install these items, or any alterations or additions to any building necessary to install these items, as long as the alterations do not affect the structural safety of the building.

NOTE: If any portion of the structures described above does not meet the conventional wood frame requirements described in Title 24 of the California Code of Regulations or in the building codes of the local jurisdiction, then the Building Official having jurisdiction shall require the plans, calculations, and specifications for that portion of the structure to be prepared and signed and sealed by a licensed engineer or a licensed architect.

Unlicensed Individuals may not design any component that changes or affects the safety of any building, including, but not limited to, structural or seismic components. [Sections 5537, 5538, and 6737.1 of Business & Professions Code]

SIGNATURE ON PLANS:

(a) All persons preparing or being in responsible control of plans, specifications, and instruments of service for others shall sign those plans, specifications, and instruments of service and all contracts therefor, and if licensed under this chapter shall affix a stamp, which complies with subdivision (b), to those plans, specifications, and instruments of service, as evidence of the person's responsibility for those documents. Failure of any person to comply with this subdivision is a misdemeanor punishable as provided in Section 5536. This section shall not apply to employees of persons licensed under this chapter while acting within the course of their employment. **(Source: Business and Professions Code §5536.1 (California Architects Act)) Emphasis Added**

Each county or city which requires the issuance of any permit as a condition precedent to the construction, alteration, improvement, or repair of any building or structure shall also require as a condition precedent to the issuance of the permit a signed statement that the person who prepared or was in responsible control of the plans and specifications for the construction, alteration, improvement, or repair of the building or structure is licensed under this chapter to prepare the plans and specifications, or is otherwise licensed in this state to prepare the plans and specifications.

This section shall not apply to the issuance of permits where the preparation of plans and specifications for the construction, alteration, improvement, or repair of a building or structure is exempt from this chapter, *except that the person preparing the plans and specifications for others shall sign the plans and specifications as provided by Section 5536.1.* **(Source: Business and Professions Code §5536.2 (California Architects Act)) Emphasis Added**

INCOMPLETE PLANS:

Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Plans that are lacking in clarity or detail will be referred back to the applicant for completion and/or clarification.

From California Building Code:

CBC Section [A] 107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets, or in a digital format where allowed by the building official, with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. *Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.*

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.