

## ARTICLE 8

### USE RESTRICTIONS

The Project shall be held, used and enjoyed subject to the following covenants, conditions, restrictions and limitations:

**8.1 Residential Use.** Except as provided in Section 8.2 below, each Lot shall be used for the construction of a Residence which shall be used for private, single-family residential purposes, except such temporary uses as shall be permitted by Declarant and any Merchant Builders while the Project is being developed and Lots are being sold by Declarant and Merchant Builders; provided, however, that Declarant reserves for itself and for any Merchant Builders the right, until all of the Lots in the Project and in the Annexation Property are sold (and escrows closed), to carry on normal sales activity on the Project, including the operation of models and sales offices, provided that neither Declarant nor any Merchant Builders shall not unreasonably interfere with any other Owner's use of the Common Property.

**8.2 Business and Commercial Activity.** No business, commercial, manufacturing, mercantile, storage, vending or industrial or multi-family use shall be conducted in or upon any Lot or within the Common Property, which uses are not authorized under the County Development Code, and further excepting such temporary uses as shall be permitted by Declarant and Merchant Builders while the Project are being constructed and Lots are being sold by Declarant, Merchant Builders and their successors and assigns. Notwithstanding the foregoing, this section shall not preclude professional administrative occupations which do not create any external evidence thereof, including, but not limited to any increased impact on parking, for so long as such occupations are conducted in conformance with all applicable County ordinances, no such activity increases the liability or casualty insurance obligations of the Association and premiums paid therefor, such activity is consistent with the residential character of the Project and such activity is consistent with the Protective Covenants set forth in this Declaration. Any offices and parking areas operated by the Association, or its authorized managing agent, are exempt from the restrictions contained in this Section.

No family day care center for children shall be permitted within the Project except as specifically authorized by California Health and Safety Code Section 1597.40, et seq. and any successor or companion statutes. The owner/operator of any such day care facility shall comply with all local and state laws regarding the licensing and operating of a day care center and, in addition, shall:

- a. Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the day care center;
- b. Defend, indemnify and hold harmless the Association from the liability arising out of the existence and operation of the day care center;
- c. Abide by and comply with all Association Rules and Regulations;

d. Supervise and be completely responsible for children at all times while they are within the Project; and

e. Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the center to these conditions, or other reasonable requests.

**8.3 Mandatory Installation and Maintenance of Landscaping.** Subject to the provisions set forth in this Declaration regarding architectural and landscaping control, each Owner shall, at his own cost and expense, maintain his Lot in a neat, clean, safe and attractive condition at all times, so as to preserve the aesthetic quality of the Project. Subject to review and approval of plans and specifications as set forth below, each Owner shall install and maintain in good condition at all times all landscape and irrigation improvements to such Owner's Lot within six (6) months following the Close of Escrow for the conveyance of the Lot from Declarant or a Merchant Builder to such Owner. Each Owner shall install rear yard (and exposed side yard in the case of a corner Lot) landscape and irrigation Improvements one (1) year following the Close of Escrow for the conveyance of the Lot from Declarant or a Merchant Builder to such Owner. In the event that such landscape and irrigation Improvements have been installed by Declarant, each Owner shall be responsible for the maintenance and upkeep thereof. All yard areas of each Lot shall be kept and maintained free of all weeds, rubbish, trash and debris at all times. Plans and specifications, including the nature, type and kind of all proposed landscape and irrigation Improvements, and the dimensions thereof, must be submitted to the Architectural Control Committee for approval, in accordance with the Article hereinbelow entitled "Architectural Control."

**8.4 Common Property Use.** Use of the Common Property shall be subject to the provisions of this Declaration and the Rules and Regulations, and to any additional limitations imposed by the Association.

**8.5 Conduct Affecting Insurance.** Nothing shall be done or kept on any Lot, within any Residence or in the Common Property which will increase the rate of insurance on the Common Property without the approval of the Association. No Owner shall permit anything to be done or kept in his Lot or in the Common Property which will result in the cancellation of insurance on the Common Property or which would be in violation of any law. If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance on the Common Property shall be increased, the Owner shall become personally liable for the additional insurance premiums.

**8.6 Liability for Damage to the Common Property.** Each Owner shall be liable to the Association, pursuant to the laws of the State of California, for any and all costs and expenses which may be incurred by the Association to repair any damage to the Common Property which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, tenants, lessees or contract purchasers, or their respective guests or invitees, whether minor or adult. After approval by a majority of the Board, any such costs and expenses shall be levied by the Board as a Compliance Assessment.

**8.7**        Signs. Subject to the provisions of California Civil Code, Sections 712 and 713, as same may be amended, from time to time, no sign of any kind shall be displayed to the public view on or from any portion of the Project or a Lot, without the prior written consent of the ACC, except one (1) "For Sale," "For Rent" or "For Lease" sign and signs indicating that the Lot is patrolled by a security or alarm service. This Section does not apply to (a) any signs used by Declarant, Merchant Builders and their respective agents in connection with the sale of Lots or the construction or alteration of the Residences or the Common Property, (b) traffic and visitor parking signs installed by Declarant, and (c) traffic and parking control signs installed with the consent of the Board. Notwithstanding the foregoing, this Section does not permit the maintenance of any sign or other display which does not conform with applicable County ordinances and codes.

**8.8**        Maintenance of Animals. Except as set forth herein, no animals of any kind shall be raised, bred or kept in any Lot or in the Common Property, except that common household pets, including dogs, cats or birds, may be kept in a Lot; provided, however, that no animal shall be kept, bred or maintained for any commercial purpose or in unreasonable numbers, as may be determined by the Board, from time to time and consistent with County ordinances. As used herein, "unreasonable numbers" shall ordinarily mean a number above the maximum number of animals permitted by the County. Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by said animal on the Common Property. All animals maintained in a Lot must be kept either within an enclosure, yard or patio, or on a leash being held by a person capable of controlling the animal. The Association, upon the approval of a majority of the Board, shall have the right to prohibit maintenance of any animal within the Project which, in the opinion of the Board, constitutes a private nuisance to any other person. Every person bringing an animal upon or keeping an animal in the Project shall be liable pursuant to the laws of the State of California to each and all persons for any injury or damage to persons or property caused by such animal.

**8.9**        Quiet Enjoyment. No Owner shall permit or cause to be permitted anything to be done or kept upon such Owner's Lot which will obstruct or interfere with the rights of quiet enjoyment of the other occupants, or annoy them by unreasonable noises or otherwise, nor will any Owner commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. Each Owner shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said premises, and shall remove all rubbish, trash and garbage from his Lot. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles therefor, and fire pits in the enclosed yards designed in such a manner that they do not create a fire hazard. All clotheslines, refuse containers, woodpiles, storage boxes, bulk material, tools and equipment shall be prohibited from any Lot, unless obscured from view by a fence or appropriate screen approved by the ACC provided for hereinbelow.

**8.10**       Improvements. There shall be no construction, alteration or removal of any Improvement in the Project without the approval of the ACC. No Improvement shall be constructed upon any portion of the Common Property, other than such Improvements as shall be constructed: (a) by the Declarant (or a person or entity to whom Declarant assigns its rights as

developer), or (b) by the Association as provided herein. Notwithstanding anything to the contrary, any construction, alteration or removal of any Improvement may be subject to the County's review and approval.

**8.11**      Windows. No window in any Lot shall be covered in whole or in part, inside or outside, with aluminum foil, newspaper, paint, tint or any other material reasonably deemed inappropriate for such use by the Architectural Control Committee; provided, however, an Owner may use plain white (or other neutral color) sheets to cover windows for a period not to exceed six (6) months after the Close of Escrow pending the installation of drapes, curtains, shutters or other appropriate interior window coverings. The Board may adopt reasonable Rules and Regulations concerning the type, color and design of window coverings. Curtains, draperies, blinds, shades and other materials installed, or to be installed, which face public view shall be white or off-white in color, so as to preserve the aesthetic integrity and attractiveness of the Project.

**8.12**      Parking. All vehicles in the Project shall be kept parked and stored in accordance with the following:

a.      Restrictions Regarding Public Streets. All streets within the Project are public and shall be subject to all applicable laws, ordinances and regulations of the County. Additionally, the Association may adopt reasonable Rules and Regulations regarding the parking of vehicles within the Project which are not in conflict with applicable law.

b.      Parking and Vehicular Restrictions. None of the following (collectively "Prohibited Vehicles") shall be parked, stored or kept on any street within the Project: any commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck); any recreational vehicle (including, but not limited to, any camper unit, house/car or motor home); any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home; any inoperable vehicle or any other similar vehicle; or any vehicle or vehicular equipment, mobile or otherwise, constituting a nuisance. No Prohibited Vehicle shall be parked, stored or kept on any Lot except wholly within an enclosed garage, and then only if the garage door is capable of being fully closed with the Prohibited Vehicle located within the garage. Prohibited Vehicles shall not be allowed in any driveway or other exposed parking areas, or any street (public or private), except for the purposes of loading, unloading, making deliveries or emergency repairs ("Transitory Use"), provided that no Transitory Use shall extend over more than twenty-four hours during any seven (7) consecutive days. Vehicles owned, operated or within the control of an Owner, or of a resident of Owner's Lot, shall be parked in the garage or driveway. Garage doors shall remain closed except when the garage is in use. The driveway on each Lot shall be available for guest parking for that Lot and shall not be used in a manner which would prevent the parking of at least one guest vehicle in the driveway. No repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle or equipment shall be conducted upon any street, Lot or elsewhere with the Project, except wholly within an enclosed garage; provided, however, that such activity is not undertaken

as a business, and provided further that such activity shall be prohibited entirely if it constitutes a nuisance. These restrictions shall not be interpreted in a manner which would permit any activity which would be contrary to any ordinance of the County or other governmental agency having jurisdiction over the Project.

c. Storage of Materials In Garage. Each Owner shall keep the garage readily available for parking of his respective vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking any of his respective vehicles therein.

d. Restoration and Major Repairs. No major repair, overhaul or restoration of any motor vehicle may be conducted within the Project, except if such work is performed entirely within the garage, with the garage door closed, and except for emergency repairs to such vehicles, and then only to the extent necessary to enable such vehicle to be moved to a proper repair facility.

**8.13** HVAC Equipment. All heating, ventilating and air conditioning equipment, compressors and condensers and related equipment shall be ground-mounted in the rear yard only of each Lot. Roof-mounted equipment is expressly prohibited, as provided in the conditions of approval of the County.

**8.14** Solar Heating Systems. Solar heating systems may be installed on Lots in the Project for heating swimming pools, spas and water heaters, provided that such systems comply with applicable zoning regulations, the Uniform Building Code, and related statutes and ordinances as may be adopted by the County, and have been approved by the ACC.

**8.15** Outside Installations. Projections of any type are not permitted above the roof of any Residence within the Project, except chimneys and vent stacks originally installed, if at all, by Declarant, its successors and assigns. Portable and fixed basketball backboard and other sports apparatus are subject to regulation by the Association. No fence or wall may be erected, altered or maintained on any Lot except with the prior written approval of the ACC. No patio covers air conditioning fixtures, water softeners or other devices may be installed on the exterior of a Residence or be allowed to protrude through the walls or roof of the residence (with the exception of those items during the original construction of the Residence) without the prior written approval of the ACC.

**8.16** Leasing. No Owner shall be permitted to rent or lease his Lot for transient or hotel purposes, or for a period of less than thirty (30) days. No Owner may rent or lease less than the entire Lot. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, By-Laws, Articles, and Rules and Regulations, and that any failure by the tenant or lessee to comply with the terms of such documents shall constitute a default under such agreement.

Any Owner who rents or leases a Residence shall promptly notify the Secretary of the Association in writing of the names of all tenants, lessees, and members of such tenants or lessees' family occupying the Residence, and shall provide the Secretary of the Association with a copy of the rental or lease agreement. All Owners shall thereafter promptly notify the Secretary of the Association of the address and telephone number where such Owner can be reached. Any failure of a tenant or lessee to comply with the Association Management Documents shall constitute a default under the lease or rental agreement, regardless of whether the lease or rental agreement so provides. In the event of any such default, the Owner shall immediately take all actions to cure the default including, if necessary, eviction of the tenant or lessee.

If any tenant or lessee is found to be in violation of the provisions of the Association Management Documents, the Association may bring an action in its own name and/or in the name of the Owner to have the tenant/lessee evicted and/or to recover damages. To the fullest extent permitted by law, the Association may recover all of its costs, including court costs and reasonable attorneys' fees incurred in prosecuting the unlawful detainer action. The Association shall give the tenant/lessee and the Owner notice in writing of the nature of the violation of the Association Management Documents, and twenty (20) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

**8.17 Drilling.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or the Common Property, nor shall oil wells, tanks, tunnels or mineral excavations be permitted upon or in any Lot or the Common Property. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted upon any Lot.

**8.18 Trash: Outdoor Fires.** No rubbish, trash, garbage, weeds or other waste material shall be kept or permitted upon any portion of the Project, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Project, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twenty-four [24] hours before and after scheduled trash collection hours). All Owners are encouraged to recycle trash whenever possible, and to participate in County-wide trash recycling programs for glass containers, plastic containers, newspapers, cardboard, etc. There shall be no outdoor fires whatsoever, except barbecues contained in appropriate receptacles therefor.

**8.19 Alteration of Drainage Conditions.** There shall be no interference with the established drainage patterns over any Lot(s) within the Project, including, without limitation, all "cross-lot" drainage conditions, as to affect any other Lot or the Common Property, unless adequate alternative provision is made for proper drainage and is approved in writing by the ACC. For purposes hereof, "established" drainage is defined as the drainage which exists at the time such Lot is conveyed to a purchaser from Declarant, or subsequent grading and/or drainage modifications that are shown on plans approved by the ACC. In addition, there shall be no

interference with retention basins, debris basins, "cross-lot" drainage devices, pipes and related equipment without the prior approval of the ACC. All such devices so designated in approved grading plans on file in the principal office of the Association shall be maintained, repaired and replaced by the Association, and the costs thereof shall be deemed to be a Common Expense of the Association. No amendment or termination of the provisions of this Section shall be valid without the prior written approval of the Director of Engineering Services of the County.

**8.20**     Water Softeners. No water softener system of any kind shall be permitted on any Lot, unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the County and the ACC.

**8.21**     View Restrictions. Each Owner, by accepting a deed to a Lot, hereby acknowledges that any construction or installation by Declarant or any Merchant Builder, and other Owners may impair and obstruct the view of such Owner, and such Owner hereby consents to such impairment. In addition, by virtue of the promulgation, adoption and enforcement of the Architectural Standards, or otherwise, neither the Declarant, the Merchant Builders the Board nor the ACC, or the members, employees or consultants of the foregoing, have made any representation whatsoever concerning the view, if any, from any Lots, Residences or other Improvements thereon. there are no express or implied easements whatsoever appurtenant to any Lot for view purposes, or for the passage of light and air across any Lot in the Project. Each Owner, by accepting a deed to a Lot, hereby expressly acknowledges and agrees that walls and fences constructed by Declarant and Merchant Builders, and further construction, both within the Project and in the immediate vicinity of the Project may impair the view from such Owner's Lot, and each Owner hereby expressly consents to any such impairment. Each Owner further acknowledges and understands that properties surrounding the Project may be developed or redeveloped in accordance with County ordinances. Concerns pertaining to the future development of surrounding properties should be addressed with the County.

**8.22**     Antennae. No Owner shall install, or cause to be installed, any television, radio, "Citizens Band" (C.B.) antenna, satellite dish or other similar electronic receiving or broadcasting device on the exterior of any Residence or within the Common Property, unless: (a) contained within the Residence or other approved structure; (b) completely obscured from view from any streets or other parts of the Project; or (c) screened from view with screening materials which have been approved by the ACC in accordance with the Architectural Standards. This Section shall not apply to a master antennae or cable television antennae system installed by Declarant or by a franchise cable television operator.

Notwithstanding the provisions of the foregoing paragraph, each Owner, by acceptance of a deed to a Lot, understands and acknowledges that California Civil Code Section 1376, as the same may be amended from time to time, sets forth certain provisions regarding the installation of television and video antennas, including satellite dishes with a diameter of thirty-six inches (36") or less. The following restrictions may be imposed by the Association as "reasonable restrictions," as defined in the foregoing Code Section:

a. The installation of a video or television antenna system, including a satellite dish with a diameter of thirty-six inches (36") or less, shall be deemed an Improvement and shall require the approval of the ACC, which approval shall not be unreasonably withheld;

b. The Association shall be permitted to impose on an applicant, reasonable requirements pertaining to the installation of such system; and

c. Each Owner shall be liable to the Association for any property damage or financial loss related to the installation and maintenance of the system, and for any mechanic's liens and materialman's liens which may be recorded on the Common Property as a result of the installation maintenance, use and repair of such system.

**8.23 Prohibition Against Further Subdivision.** Subject to the exceptions set forth below, no Owner shall make any conveyance, execute any document or map, or enter into any contract which shall purport to further subdivide any Lot in any manner whatsoever, including, without limitation, subdividing such Lot into additional Lots, condominiums, stock cooperatives or timeshare uses, whether by map, deed or contract. Any such conveyance, document, map or contract shall be void and of no force or effect whatsoever.

**8.24 Hazardous Waste or Materials.** No flammable materials, hazardous or toxic waste or materials shall be kept or maintained on any Lot at any time. An offending Owner shall indemnify, defend and hold harmless the County, any other Owner, including Declarant and any Merchant Builders, from all damages, losses, causes of action, liabilities, costs and expenses, including remedial costs and attorneys' fees incurred or sustained in connection with any damage, or damage resulting from such hazardous materials kept or maintained on a Lot in the Project.

**8.25 Insurance Rates.** Nothing shall be done or kept in the Project which will increase the rate of insurance on any Common Property or other real or personal property insured by the Association without the written approval of the Board of Directors, nor shall anything be done or kept in the Project which would result in the cancellation of insurance on any property insured by the Association, or which would otherwise be in violation of any law.

**8.26 Exemption of Declarant and Merchant Builders.** Nothing in this Article or elsewhere in this Declaration shall limit, restrict, abridge or control, in any manner whatsoever, the rights of Declarant and any Merchant Builders to complete the planning, development, grading, construction, advertising, marketing, leasing and sales of the Lots, and all other property within the Project, including, without limitation, the following specific rights, which may be exercised by Declarant, Merchant Builders or by their respective agents and employees, in conjunction with such development and marketing, for a period of twelve (12) years from the first Close of Escrow for the sale of a Lot to a retail purchaser of a Lot, or until all Lots in the Project and all other property in the Annexation Property are sold (and escrows closed), whichever shall first occur:



a. The right to maintain and operate one (1) or more advertising, sales or leasing office(s), construction trailers or other facilities needed for the development, construction and sale of Lots, to be located upon any Lot(s) owned by Declarant or Merchant Builders or upon any Common Property without payment of rent or approval of the Association;

b. The right to post and display from any Lot(s) owned by Declarant or Merchant Builders or from any Common Property any sign, flag, banner, billboard or other advertising which Declarant may, in its sole discretion, deem appropriate, irrespective of size, color, shape or materials of such items, provided that such signs are consistent with applicable County ordinances;

c. The right to install, place, replace, construct, reconstruct, modify or remove any Improvement from any Lot owned by Declarant or a Merchant Builder or from any Common Property, as Declarant may, in its sole discretion, deem appropriate; provided that in the event Declarant removes any Association owned Improvement from any Common Property without the express prior written consent of the Board, Declarant shall replace such Improvement with an Improvement of substantially similar value, appearance and utility within a reasonable period following completion of any work necessitating the removal of the Improvement;

d. The right to conduct any commercial activity upon any Lot owned by Declarant or a Merchant Builder or upon any Common Property which reasonably relates to the development, marketing, leasing or sales of the Lots in the Project;

e. The right to park vehicles upon any Lot owned by Declarant or upon the Common Property; and

f. The right to use streets within the Project, which right shall also extend to prospective purchasers or lessees of the Lots or of other property within the Project.

All or any portion of the rights of Declarant herein and elsewhere in this Declaration may be assigned by Declarant to any successor-in-interest in the Project by an express written assignment recorded in the Office of the County Recorder.