

SECTION 4: USE RESTRICTIONS

4.01. Use of Lots. No Lot, or any portion thereof, shall be occupied and used except for single family residential purposes by the Owners, their contract purchasers, lessees, tenants, or social guests. No trade or business or commercial activity shall be carried on or conducted upon any Lot, except that Declarant, its successors or assigns, may use any Lot in the Project owned by Declarant for a model home site and display and sales office during construction and until the last Lot is sold by Declarant, or until 3 years from the date of closing of the first sale of a Lot in the Project, whichever occurs first. The provisions of this section shall not prohibit home occupations so long as they are merely incidental to the use of the Lot as a dwelling, are permitted by local law, are conducted in such a manner as to not adversely affect other Owner's use and enjoyment of the Project, and have received prior written approval of the Board.

4.02. Parking. Unless otherwise permitted by the Board, no motor vehicles shall be parked or left on any other portion of the Project other than within a designated Common Area parking place or other portion of the Project specifically designated for parking. Parking spaces may be assigned by the Board or remain unassigned for the use of all Owners, their tenants and guests at the discretion of the Board.

4.03. Vehicle Restrictions. No trailer, camper, motor home, commercial vehicle, truck (other than a standard size pickup truck), inoperable automobile, boats or similar equipment shall be permitted to remain upon any area within the Property, other than temporarily. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smokey vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be operated upon the Property.

4.04. Signs. No sign of any kind shall be displayed to the public view on or from any Lot or any portion of the Project without the approval of the Association, except as follows:

- a) One sign of customary and reasonable dimensions advertising a Lot for sale, lease, rent or exchange displayed from a Lot; or,
- b) Such signs as may be used by Declarant or its assignees in connection with the development of the Project and sale of Lots; or,
- c) Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.

4.05. Animals. No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be raised, bred, or kept on any Lot or portion of the Project; except that no more than two usual and ordinary household pets such as dogs, cats, fish or birds may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times. This provision shall not apply to aquarium type fish. Notwithstanding the foregoing, no pets may be kept on the Project which result in an annoyance or nuisance to other Owners. No pets shall be allowed on the Common Area except as may be permitted by any Association Rules. No dog shall enter the Common Area except while on a leash which is held by a person capable of controlling it. Owners shall prevent their pets from soiling any portions of the Common Area. The Association can prohibit the keeping of any animal that in the sole and exclusive opinion of the Board constitutes a nuisance to any other Owner.

4.06. Trash. All garbage and trash shall be regularly removed from the Project, and shall not be allowed to accumulate thereon. It shall be placed and kept in covered sanitary containers where it is not visible from any neighboring Lot except for a reasonable time prior to or after collection. Each Owner or occupant of each Unit in the Project shall subscribe to weekly mandatory refuse collection services from the refuse collection franchise holder. The Association shall be responsible for refuse collection service to all non-residential facilities within the project on the same basis. Garbage and trash shall be placed for pick up as required by the disposal service and any Association Rules.

4.07. Antennae; Roof Projections. Any antennae, chimneys, vent stacks or other items or equipment upon or projecting from the roof which were installed by Declarant as part of the initial improvements are permitted. No subsequent alteration to, or modification of, a central television antenna system or cable television system, whichever is applicable, as developed by Declarant and as maintained by the Association, shall be permitted, without the written consent of the Board. In addition, and subject to the requirements of Civil Code Section 1376, as it may be amended from time to time, the Board may adopt Rules regulating the subsequent installation and maintenance of television or video antennae or satellite dishes, and may prohibit such installation visible from any Common Area or public street.

4.08. Right to Lease. Owners shall be permitted to lease or rent his/her Lot. All leases must be in writing and be expressly subject to the Project Documents and the breach of any provision shall be a default under the Lease or Rental Agreement. Subject to the foregoing restrictions, the Owners of Lots shall have the right to lease the same, provided that the Board is notified of the name of the tenant and the duration of the lease. The Owner shall provide the Lessee with a copy of the Articles, Bylaws, Declaration and any Association Rules.

4.09. Architectural Approval. No building, fence, wall, obstruction, screen, awning, landscaping improvements or structure of any kind shall be commenced, erected or maintained upon the Project, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Board. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements, alterations, etc., shall be submitted to the Board for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation.

Failure of the Board to act within 30 days after the plans have been submitted to it shall constitute approval.

In the event of the failure of any individual Lot Owner to comply with a written directive or order from the Board, the Board shall have the right and authority to perform the subject matter of such directive or order and the cost of such performance shall be charged to the Owner of the Unit in question and may be recovered by the Board in an action of law against such individual Lot Owner.

All plans and specifications required to be submitted under this Section shall be submitted to the Committee prior to submittal to the County for building permits.

4.10. Window Coverings. Windows shall be covered by drapes, shades or interior shutters and shall not be painted or covered by foil, cardboard or similar materials. All window coverings visible from the Common Area shall be of a material, design and color which, in the opinion of the Board, is compatible with the exterior design and coloration of adjacent portions of the Project.

4.11. Clotheslines. No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained on the properties in any location where the same would be visible from any street or neighboring Lot. Further, no clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area.

4.12. Power Equipment and Car Maintenance. No power equipment, work shops or car maintenance of any nature shall be permitted on the Project without the prior written approval of the Board. In deciding to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception and similar objections.

4.13. Drainage. No Owner shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the Project without the approval of the Board.

4.14. Liability of Owners for Damage to Common Area. The Owner of each Lot shall be liable to the Association for all damages to the Common Area and/or improvements thereon caused by such Owner, or any occupant of his/her Lot or guest, except for that portion of said damage, if any, fully covered by insurance of

the Association. Liability of an Owner shall be established only after notice to the Owner and hearing before the Board.

4.15. Recreational Facilities.

a) Every Member of the Association shall have a right to use any recreational facilities situated on the Common Area, subject to the following provisions:

i) The right of the Association to charge reasonable fees for the use of any recreational facility by non-members; and,

ii) The right of the Association to deny use after hearing for infringement of Association Rules or nonpayment of dues.

b) Any Owner may delegate, in accordance with the Bylaws, right of enjoyment to the recreational facilities to family Members, tenants or contract purchasers who reside on the Project.

4.16. Sports Fixtures. No basketball standards, hoops or backboards or other fixed sports apparatus shall be attached to the front of any Unit or erected in the front yard of any Lot.

4.17. Nuisances. No noxious, illegal, or offensive activities shall be carried on within any Lot, or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each Owner's Lot or Common Area, or which shall in any way increase the rate of insurance for the Project or for any other Lot, or cause any insurance policy to be cancelled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

4.18. Compliance with Project Documents. Each Owner, contract purchaser, lessee, tenant, guest, invitee or other occupant of a Lot or user of the Common Area shall comply with the provisions of the Project Documents.

4.19. Sound Transmissions. No Unit shall be altered in any manner that would increase sound transmissions or reverberations to any adjoining or other Unit, including, but not limited to, the replacement, modification, or penetration of any flooring or floor covering, ceiling, or wall or the penetration of any wall that increases sound transmissions or reverberations to any other Unit.