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**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR PARCEL MAP COAL 99-0229  
SANTA YSABEL RANCH**

*DBL*

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**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR PARCEL MAP COAL 99-0229  
SANTA YSABEL RANCH**

**RECITALS**

A. The Declaration of Covenants, Conditions, and Restrictions for Parcel Map COAL 99-0229 Santa Ysabel Ranch, executed by WEYRICH DEVELOPMENT COMPANY, INC., a California corporation, and DAVID B. AND MARY THERESE WEYRICH, TRUSTEES OF THE SANTA YSABEL RANCH TRUST, UNDER AGREEMENT DATED JULY 13, 2001 ("Original Declarants"), was recorded on April 10, 2002, as Document No. 2002032477 of the Official Records of San Luis Obispo County, California, and was amended by that certain document entitled "FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARCEL MAP COAL 99-0229 SANTA YSABEL RANCH," which was recorded on May 17, 2002, as Document No. 2002041212 of the Official Records of San Luis Obispo County, California, is collectively hereinafter referred to as the "Original Declaration." The Original Declaration affects certain real property that is located in the County of San Luis Obispo, State of California, and is hereby amended and restated in its entirety to read as set forth below.

B. This Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Parcel Map COAL 99-0229 Santa Ysabel Ranch is made on this 17 day of January, 2003, by WEYRICH DEVELOPMENT COMPANY, INC., and DAVID B. WEYRICH AND MARY THERESE WEYRICH TRUSTEES OF THE SANTA YSABEL RANCH TRUST, UNDER AGREEMENT DATED JULY 13, 2001.

C. Unless otherwise expressly provided for in the Governing Documents or dictated by grammatical correctness, any capitalized words and/or phrases, when used herein, shall have the specified meanings given to them in ARTICLE II of the Declaration, entitled, "DEFINITIONS."

D. The Original Declarants intended, in order to promote certain common objectives designed to preserve the value of as well as benefit the Property, to create a Planned Development and impose certain reciprocal burdens and benefits on the Property. Said reciprocal burdens and benefits were designed to establish a common plan ("Common Plan") for the subdivision, improvement, and development of each and every portion of the Property together with any additional real property that may have been annexed to the Original Declaration. The Original Declarants desired to secure the harmonious and uniform Phased development of the Property in accordance with the Common Plan.

E. Changing circumstances and design of the Development dictate that the Original Declaration be amended and restated.



## ARTICLE I DECLARATION

A. It is, therefore, the objective of the Declarants to replace the Original Declaration, in its entirety with the recordation of the Declaration. As so amended and restated, the easements, covenants, restrictions, and conditions set forth herein shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in the Property or any portion thereof, and shall inure to the benefit of each Owner.

B. It is still the intent of the Declarants to follow the general dictates of Paragraph D., of the "RECITALS" Section.

C. Declarants are the owners of that certain real property more fully described as Lots 35, 36, 52 through 96, inclusive, 118 through 129, inclusive, 134 and "PTN. 150," all of which are shown, designated, and described on that certain map entitled, "PARCEL MAP COAL 99-0229," filed for record in the office of the County Recorder of San Luis Obispo County, California, on April 19, 2002, in Book 56 of Maps, at Page 39 together with those certain easements ("Road Easements") that are more fully described in "EXHIBIT A" attached hereto and by this reference made a part hereof as if fully set forth herein.

D. Declarants declare that the Property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used, sold, improved, and occupied subject to the following declarations, limitations, restrictions, easements, covenants, conditions, servitudes, liens, and charges, all of which are declared and agreed to be imposed as equitable servitudes in furtherance of a planned development as described in California Civil Code sections 1350 through 1372, inclusive, or compatible superseding statutes, for the subdivision, improvement, protection, maintenance, and sale of Lots within the Property and all of which are declared and agreed to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the Property. All of the limitations, restrictions, easements, reservations, covenants, conditions, servitudes, liens, and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title, or interests in the Property, are for the benefit of the Property, and shall be binding on and inure to the benefit of the successors in interests of such parties. Declarants further declare that it is the express intent that the Declaration satisfies the requirements of California Civil Code section 1353. In the event California Civil Code section 1353 is amended or superseded by another, compatible provision of the California statutes, the Declaration shall be deemed amended, without the necessity of further Owner's approval, to correspond to the amended or successor Civil Code provision.

## ARTICLE II DEFINITIONS

- 2.1 **ANNEXATION SUPPLEMENT** - "Annexation Supplement" shall mean and refer to a Recorded document that has been drafted and Recorded in compliance with the provisions that are set forth in Section 15.6 of the Declaration, entitled, "ANNEXATION OF ADDITIONAL PROPERTY."

- 2.2 **ARCHITECTURAL COMMITTEE** – “Architectural Committee” shall mean and refer to the committee of persons appointed and acting pursuant to the provisions of Section 14.2 of the Declaration, entitled, “**APPOINTMENT AND MAKEUP OF ARCHITECTURAL COMMITTEE.**”
- 2.3 **ARCHITECTURAL RULES** – “Architectural Rules” shall mean and refer to the rules and regulations that have been adopted by the Architectural Committee with the approval of the Board, which interpret and implement the provisions of the Governing Documents by setting forth the guidelines, standards, and procedures for the review and approval of proposed Improvements by the Architectural Committee in accordance with the provisions of Section 14.4 of the declaration, entitled “**STANDARDS AND PROCEDURES FOR THE ARCHITECTURAL RULES.**”
- 2.4 **ARTICLES** – “Articles” shall mean and refer to the Association’s Articles of Incorporation and any amendments thereto.
- 2.5 **AS-BUILT PLANS** – “As-Built Plans” shall mean and refer to any drawings showing, describing, and designating the precise locations of any of the Major Components, Improvements, and/or easements that are located within the Development.
- 2.6 **ASSESSMENT(S)** – “Assessment(s)” shall mean and refer to any Regular and/or Special Assessment which is made or levied by the Association against an Owner and its, his, or her Lot in accordance with the provisions of **ARTICLE VII** of the Declaration, entitled, “**ASSESSMENTS.**”
- 2.7 **ASSOCIATION** – “Association” shall mean and refer to the **SANTA YSABEL RANCH HOMEOWNERS ASSOCIATION**, a California nonprofit mutual benefit corporation, and its successors and assigns.
- 2.8 **ASSOCIATION RULES** – “Association Rules” shall mean and refer to the rules, regulations, and policies regulating the use and enjoyment of the Development, which may from time to time be adopted by the Board.
- 2.9 **BOARD OF DIRECTORS** – “Board of Directors” or “Board” shall mean and refer to the board of directors of the Association.
- 2.10 **BUDGET** – “Budget” shall mean and refer to a written, itemized estimate of the income and Common Expenses of the Association in performing its functions under the provisions of the Governing Documents.
- 2.11 **BUILDING ENVELOPE** – “Building Envelope” shall mean and refer to the area within each Lot that is designated on the Subdivision Map as a Building Envelope.
- 2.12 **BYLAWS** – “Bylaws” shall mean and refer to the Association’s bylaws and any amendments thereto.
- 2.13 **CERTIFICATE OF COMPLIANCE** – “Certificate of Compliance” shall mean and refer to that certain certificate that is issued by the Board or the Architectural Committee, as the case may be, in accordance with the provisions of Section 14.6 of the Declaration, entitled, “**ISSUANCE OF A CERTIFICATE OF COMPLIANCE.**”
- 2.14 **COMMON AREA** –  
 A. “Common Area” shall mean and refer to all of the real property owned by the Association, together with any interest in real property which the Association has, for the common benefit, use, and enjoyment of the Members and shall include, upon conveyance to the Association, that certain portion of real property, which is shown, designated, and described on the Subdivision Map as “PTN. 150,” the Slope Easements that are more fully described in Section 3.8 of the Declaration,

entitled "SLOPE MAINTENANCE EASEMENTS" and the Road Easements that are more fully described in "EXHIBIT A" together with any other plot of land and/or easement that may be conveyed to the Association and designated as "Common Area" in any Annexation Supplement.

- B. Unless the context clearly indicates a contrary intent, any reference in the provisions of the Governing Documents to the "Common Area" shall include any Major Components that are located thereon.
- 2.15 **COMMON EXPENSE(S)** – "Common Expense(s)" shall mean and refer to any use of the funds of the Association authorized by the provisions of **ARTICLE VII** of the Declaration, entitled, "ASSESSMENTS," and **ARTICLE VIII** of the Bylaws, entitled, "POWERS AND DUTIES OF THE BOARD," and includes, but is not limited to:
- A. All expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations, or reconstruction of the Common Area, Major Components or any portion of any Lot that the Association is obligated to maintain or repair.
- B. All expenses or charges reasonably incurred to procure insurance for the protection of the Association, the Board, and/or the Members.
- C. Any amounts reasonably necessary for Reserve Funds, as well as the replacement of the nonpayment of Assessments.
- D. The use of such funds to defray the costs and expenses incurred by the Association in the performance of its functions or in the proper discharge of the responsibilities of the Board as provided for in the provisions of the Governing Documents.
- 2.16 **CONTRACT BUYER(S)** – "Contract Buyer(s)" shall mean and refer to a buyer that purchases a Lot under contractual provisions that provide for the payment of the purchase price to be made in installments and for the conveyance of an interest in the fee title to such Lot to be made on the completion of such payments.
- 2.17 **COUNTY** – "County" shall mean and refer to the County of San Luis Obispo, California, the County in which the Development is located, and its various departments, divisions, employees, and representatives.
- 2.18 **DECLARANTS** – "Declarants" shall mean and refer to **WEYRICH DEVELOPMENT COMPANY, INC., and DAVID B. WEYRICH AND MARY THERESE WEYRICH TRUSTEES OF THE SANTA YSABEL RANCH TRUST, UNDER AGREEMENT DATED JULY 13, 2001**, and their successors and/or assigns, if such successors and assigns are assigned to the rights of the Declarants pursuant to the provisions of Section 3.13 of the Declaration, entitled, "FUTURE CONSTRUCTION AND ASSIGNMENT OF DECLARANTS' RIGHTS," or if such successor and/or assignee is a Mortgagee who has acquired the Declarants' interest in the Development through a foreclosure or deed in lieu of foreclosure.
- 2.19 **DECLARATION** – "Declaration" shall mean and refer to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Parcel Map COAL 99-0229 Santa Ysabel Ranch, as it may from time to time be amended, modified, or supplemented.
- 2.20 **DEVELOPMENT** – "Development" shall mean and refer to any real property that is subject to the provisions of the Governing Documents as well as any Major Components and/or Improvements that are located on such real property.

- 2.21 **DIRECTORS** – “Directors” shall mean and refer to the members of the Board of Directors.
- 2.22 **DUE PROCESS REQUIREMENTS** – “Due Process Requirements” shall mean and refer to all of the prerequisites of the provisions of Section 3.14 of the Declaration, entitled, “**REQUIREMENTS TO COMPLY WITH DUE PROCESS.**”
- 2.23 **ELIGIBLE MORTGAGE HOLDER(S)** – “Eligible Mortgage Holder(s)” shall mean and refer to any mortgage holder, including, but not limited to, any Institutional First Mortgagee who has requested a notice from the Association pursuant to the terms and conditions set forth in the provisions of Section 12.14 of the Declaration, entitled, “**NOTICES TO ELIGIBLE MORTGAGE HOLDERS.**”
- 2.24 **FINAL SUBDIVISION PUBLIC REPORT** – “Final Subdivision Public Report” shall mean and refer to a final subdivision public report for any Phase of the Development, which has been issued by the Commissioner of the California Department of Real Estate pursuant to the provisions of the California Subdivided Lands Act.
- 2.25 **FISCAL YEAR** – “Fiscal Year” shall mean and refer to the twelve (12) month accounting period of the Association.
- 2.26 **GOVERNING DOCUMENT(S)** – “Governing Document(s)” is a collective term that shall mean and refer to the Declaration, the Articles and the Bylaws, as well as any Architectural and/or Association Rules.
- 2.27 **IMPROVEMENT(S)** – “Improvement(s)” include(s), but is/are not limited to, the construction, installation, alteration or remodeling of any buildings, walls, roofs, foundation, decks, fences, swimming pools, landscaping, landscape structures, skylights, solar heating equipment, spas, antennas, utility lines as well as any structure of any kind or nature that is located within the Development. In no event shall the term “Improvement” be interpreted to include projects that are restricted to the interior of any Residence.
- 2.28 **INVITEE(S)** – “Invitee(s)” shall mean and refer to any person(s) who are within the Development at the express or implied invitation of an Owner for business purposes, mutual advantage, or purely social reasons.
- 2.29 **LOT(S)** – “Lot(s)” shall mean and refer to any portion of the Property that is shown, designated, and described on the Subdivision Map as 35, 36, 52 through 96, inclusive, 118 through 129, inclusive, and 134. When appropriate within the context of the provisions of the Governing Documents, the term “Lot(s)” shall also include any Residence together with any other Improvements constructed, or to be constructed, thereon.
- 2.30 **MAJOR COMPONENT(S)** – “Major Component(s)” shall mean and refer to any constituent element(s) of the Development that the Association is obligated to manage, maintain, repair, or replace such as, but not limited to, the Private streets, gates, entrance security building, security system, irrigation system, trees, hedges, plantings, lawns, shrubs, landscaping, fences, berms, slopes, and lighting fixtures.
- 2.31 **MEMBER(S)** – “Member(s)” shall mean and refer to every person or entity holding a Membership.
- 2.32 **MEMBERSHIP** – “Membership” shall mean and refer to the state or status of being a Member of the Santa Ysabel Ranch Homeowners Association.

- 2.33 **MEMBERSHIP QUORUM** – “Membership Quorum” shall mean and refer to the presence at any meeting of the Members, in person or by proxy, of not less than the number of Members who are entitled to cast at least twenty-five percent (25%) of the total voting power of the Association.
- 2.34 **MORTGAGE(S); MORTGAGEE(S); INSTITUTIONAL MORTGAGEE(S); FIRST MORTGAGE(S), AND FIRST MORTGAGEE(S)** –
- A. “Mortgage(s)” shall mean and refer to a mortgage or deed of trust that encumbers a Lot, the Common Area or any portion thereof.
  - B. “Mortgagee(s)” shall mean and refer to the beneficiary under a Mortgage as well as any guarantor or insurer of a Mortgage.
  - C. “Institutional Mortgagee(s)” shall mean and refer to a Mortgagee that is a bank, savings and loan association, mortgage company or any other entity that is chartered or licensed under Federal or State laws and whose principal business is lending money on the security of real property or investing in such loans, an insurance company, or a Federal or State agency or instrumentality, including, without limitation, the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation.
  - D. “First Mortgage(s)” or “First Mortgagee(s)” shall mean and refer to a Mortgage or Mortgagee having priority as to all of the other Mortgages or holders of Mortgages, as the case may be, to encumbering the same Lot, the Common Area or any other portions thereof.
- 2.35 **NOTICE OF COMPLETION** – “Notice of Completion” shall mean and refer to a written notice, which has been signed and verified by the fee titleholder of real property that a certain work of improvement on such real property has been completed. Any such Notice of Completion shall be in compliance with the provisions of California Civil Code section 3093 or any compatible superseding statutes.
- 2.36 **OWNER(S)** – “Owner(s)” shall mean and refer to a person, persons, an entity, or entities who hold or holds, as the case may be, a Recorded ownership interest in the fee title of a Lot including, but not limited to, the Declarants and/or any Contract Buyer, provided said Contract Buyer is in possession under a Recorded contract of sale, as well as, except where the context otherwise dictates, the family members, Contract Buyers, agents, employees, representatives, Tenants, Invitees, licensees, customers, clients, and/or patients of an Owner. “Owner(s)” shall not include persons or entities that hold an interest in a Lot merely as security for the performance of an obligation.
- 2.37 **PARTY FENCES** – “Party Fences” shall mean and refer to any fences that are constructed on the property line of any two (2) adjoining Lots, a portion of any such fence being located on each of the two (2) adjoining Lots.
- 2.38 **PHASE** – “Phase” shall mean and refer to any Lot, group of Lots, and/or Common Area made subject to the provisions of the Governing Documents by the annexation of any such Lot, group of Lots, and/or Common Area to the Development through the Recording of an Annexation Supplement, thereby extending the Common Plan to such Lot, group of Lots, and/or Common Area.
- 2.39 **PRIVATE** – “Private” is used as descriptive of certain portions of the Common Area, such as, but not limited to, the streets and parking areas which are traditionally recognized as being public in nature.

- 2.40 **PROPERTY** – “Property” shall mean and refer to all of the real property that is shown, designated, and described on the Subdivision Map as 35, 36, 52 through 96, 118 through 129, 134, “PTN. 150” together with the Road Easements as well as any additional real property and/or easements that may later be annexed to the Development and become subject to the provisions of the Governing Documents. Unless the context clearly indicates a contrary intent, any reference in the provisions of the Governing Documents to the Property shall include any Improvements or Major Components that are located thereon.
- 2.41 **RECORD; RECORDING; RECORDED; RECORDATION** – “Record,” “Recording,” “Recorded,” and “Recordation” shall mean and refer to the entering of any document in the Official Records of the County by the filing of same with the County Recorder.
- 2.42 **REGULAR ASSESSMENT(S)** – “Regular Assessment(s)” shall mean and refer to any Assessment that is levied by the Board in accordance with the provisions of Section 7.5 of the Declaration, entitled “ESTABLISHMENT OF REGULAR ASSESSMENTS.”
- 2.43 **RESERVE ACCOUNT** –
- A. “Reserve Account” shall mean and refer to the bank account into which any Reserve Funds are deposited together with any funds received and not yet expended or disposed of from either a compensatory damage award, a settlement to the Association, or from any person for injuries to property, real or personal, arising from any construction or design defects.
- B. The latter funds shall be separately itemized from the Reserve Funds.
- 2.44 **RESERVE ACCOUNT REQUIREMENTS** – “Reserve Account Requirements” shall mean and refer to the estimated Reserve Funds that the Board has determined are required to be available during any specific time.
- 2.45 **RESERVE FUNDS** – “Reserve Funds” shall mean and refer to that portion of each annual Regular Assessment that the Board, in its sole discretion, determines should be set aside to meet the cost of any future repair, replacement, or addition to the Major Components.
- 2.46 **RESIDENCE(S)** – “Residence(s)” shall mean and refer to a private, single-family dwelling or dwellings, as the case may be, including, but not limited to, any garages associated therewith, constructed or to be constructed on a Lot.
- 2.47 **SPECIAL ASSESSMENT(S)** – “Special Assessment(s)” shall mean and refer to any Assessment or Assessments, as the case may be, that is/are levied by the Board in accordance with the provisions of Section 7.7 of the Declaration, entitled “SPECIAL ASSESSMENTS – PURPOSE OF AND PROCEDURE FOR LEVYING.”
- 2.48 **SUBDIVISION MAP** – “Subdivision Map” shall mean and refer to that certain Recorded final parcel map for the Development entitled, “PARCEL MAP COAL 99-0229,” and is more fully described in the provisions of ARTICLE I of the Declaration, entitled, “DECLARATION,” Paragraph C.
- 2.49 **TENANT(S)** – “Tenant(s)” shall mean and refer to any person(s) or entity(ies) who has/have the occupation or temporary possession of a Lot under the provisions of a lease or rental agreement, which may be either oral or written, or as a guest of the Owner of such Lot.

- 2.50 **TREE PLAN** – “Tree Plan” shall mean and refer to that certain “Tree Removal and Protection Plan” that was prepared and developed in coordination with the San Luis Obispo County Air Pollution Control District and the County of San Luis Obispo Department of Planning and Building, a copy of which is on file in the office of the County Director of Planning and Building. Said plan includes an accurate and legible twenty (20) scale map showing the location of each and every oak tree that is subject to the provisions of said plan and located on a Lot. It also incorporates an aggressive tree planting and landscape plan using species endemic to the area, as well as deciduous trees, planted so that they can shade a Residence in summer, decrease indoor temperatures, and reduce energy demands for air conditioning and fossil fuel emission.
- 2.51 **VIOLATION OF A PROVISION OF THE GOVERNING DOCUMENTS** – “Violation of a Provision of the Governing Documents” shall mean and refer to any single transgression or breach of any provision of the Governing Documents that occurs on any particular day.

### ARTICLE III PROPERTY RIGHTS, RIGHTS OF ENJOYMENT, AND EASEMENTS

#### 3.1 **PERSONS SUBJECT TO THE GOVERNING DOCUMENTS.**

A. All present and future Owners, as well as its, his, or her family members, agents, employees, representatives, Tenants, Invitees, licensees, customers, clients, and/or patients, shall be subject to and shall comply with each and every provision of the Governing Documents, as the same or any of them shall be amended from time to time, unless a particular provision is specifically restricted in its application to one (1) or more of such classes of person, i.e., Owners, Tenants, Invitees, etc.

B. The acceptance of a deed to any Lot, the entering into a lease, sublease, rental agreement, or contract of sale with respect to any Lot, or the occupancy of any Residence shall constitute the consent and agreement of such Owner, Tenant, or occupant that each and all of the provisions of the Governing Documents, as the same or any of them may be amended from time to time, shall be binding upon said person and that said person will observe and comply with each and every one of the provisions of the Governing Documents.

#### 3.2 **NONEXCLUSIVE EASEMENTS.**

A. Every Owner has a nonexclusive easement of appropriate use, enjoyment, ingress, egress, and support in, on, over, and throughout the Common Area as well as any Improvements or Major Components that may be located on such area, as is applicable.

B. Each such nonexclusive easement shall be appurtenant to the Owner’s respective Lot and shall pass with the title to such Lot.

C. All such nonexclusive easements shall be subject to the following rights and restrictions:

1. The right of the Board to limit the number of family members, agents, employees, representatives, Tenants, Invitees, licensees, customers, clients and patients using such nonexclusive easements as well as to adopt and enforce any such Association and/or Architectural Rules concerning such areas.

2. The provisions of Section 3.6 of the Declaration, entitled "**POWER TO GRANT EASEMENTS.**"
3. The right of the Association, in accordance with the provisions of the Governing Documents, to borrow money for the purpose of improving, repairing, or maintaining the Common Area, as well as any Major Component that is located thereon and in aid thereof, to Mortgage any or all of said property.
  - a. Provided, however, that the rights of any such Mortgagee in said property shall be subordinate to the rights of the Owners; and
  - b. Further provided that any such indebtedness shall be considered a Common Expense of the Association for purposes of a Special Assessment.
4. The right of the Board to suspend the prerogative of a Member to use any Major Component and/or the Common Area as provided for in the provisions of Section 5.6 of the Declaration, entitled, "**RIGHT TO IMPOSE AND COLLECT SANCTIONS FOR A VIOLATION OF A PROVISION OF THE GOVERNING DOCUMENTS AND/OR REIMBURSEMENT TO THE ASSOCIATION FOR DAMAGE TO THE DEVELOPMENT.**"
5. The right of the Board to adopt and enforce Association Rules concerning the control and use of the Development, including, but not limited to, the right to regulate the kind of vehicles and their speed together with any parking of vehicles within the Private streets and parking areas.
6. The Declarants or Board, whichever is appropriate, is/are authorized to delegate to a municipality or other governmental entity of the same jurisdictional quality as well as to contract with any private security company to exercise its authorized rights in connection with the enforcement of the provisions of any Association Rules.
7. The Private streets and parking areas within the Development shall also be subject to any emergency vehicle access easements and/or any public or Private utility easements that are shown, designated, and described on the Subdivision Map.

### 3.3 **BLANKET UTILITY EASEMENT.**

A. There is hereby created a blanket easement through, upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining of all of the sidewalks and Private and/or public utilities, as the case may be, including, but not limited to, water, sewer, gas, telephone, drainage, electricity, and any master television antenna or cable television system.

B. By virtue of this easement, it shall be expressly permissible for the providing utility to erect and maintain the necessary equipment and underground facilities on and within the Common Area.

C. Notwithstanding the foregoing, no sewer, electrical lines, water lines, or other utilities may be installed or relocated within the Development except as initially designed and approved by the Declarants or thereafter approved by the Board of Directors.



3.4 **RIGHTS OF ENTRY OR USE.**

A. Each Lot and/or the Common Area, as the case may be, shall be subject to the following rights of entry and use:

1. The right of the Declarants or their designee(s) to enter upon any portion of the Development to construct Improvements to the Property, to inspect, test, and remedy, if necessary, any alleged construction defects which have been reported to the Declarants by the Board or an Owner, as the case may be, in a written notice and request for resolution. Such entry shall not interfere with the use or occupancy of any occupied Lot unless authorized by its Owner, which authorization shall not be unreasonably withheld.
2. Subject to the provisions of Section 3.14 of the Declaration, entitled **"REQUIREMENTS TO COMPLY WITH DUE PROCESS,"** the right of the Board or its agents to enter any Lot to cure any Violation of a Provision of the Governing Documents.
  - a. The Board shall be entitled to levy a Special Assessment for its costs of effecting such cure against the Owner(s) in accordance with the procedures that are provided for in the provisions of Section 7.7 of the Declaration, entitled **"SPECIAL ASSESSMENTS – PURPOSE OF AND PROCEDURE FOR LEVYING."**
  - b. The rights of entry and cure shall be immediate in the case of an emergency originating upon or threatening any Lot, whether or not an Owner of the Lot being entered is present.
3. The right of the Board, its officers, agents, employees, and any contractor who has been selected by the Board to enter in or cross over the Common Area as well as any of the Lots to perform its obligations and duties under the provisions of the Governing Documents, which include, but are not limited to, its obligations or duties with respect to the management, construction, maintenance, and repair of the Major Components, including, but not limited to, the watering, planting, cutting, removing, and otherwise caring for any landscaping, together with the cleaning, repairing, replacing as well as otherwise maintaining, or causing to be maintained, any underground utility lines serving the Development.
4. The right of an Owner or Owner's representatives to enter the Lot of any other Owner for purposes of performing installations, alterations, or repairs to mechanical or electrical services, including installation of television antenna and related cables which are reasonably necessary to the use and enjoyment of its, his, or her Lot.
  - a. A request for any such entry must be made in advance and entry must be at a time convenient of an Owner whose Lot is being entered upon.
  - b. The rights of entry and cure shall be immediate in the case of an emergency, whether or not an Owner of the Lot being entered is present.

5. The right of the Association and the Owners, or their representatives, to enter upon adjoining Lots for access to slopes and drainage ways located thereon, when such access is essential for the maintenance or stabilization of such slopes and/or drainage ways, provided request for any such entry is made in advance and that such an entry is at a time convenient to an Owner whose Lot is being entered upon.
  - a. The rights of entry and cure shall be immediate in case of an emergency, whether or not an Owner of the Lot being entered is present.

### 3.5 MINOR ENCROACHMENTS.

A. Each Lot shall have and is hereby granted an appurtenant easement, not to exceed five (5) feet from any point on the property line of any such Lot, over all of the adjoining Lots, including the Common Area, for the purpose of accommodating any encroachment due to engineering faults, errors in original construction, the settlement or the shifting of structures, as well as any other reasonable cause, as long as such encroachment remains.

B. However, in no event shall such a valid easement for encroachment exist in favor of a Lot if the encroachment occurred due to the willful misconduct of such Owner.

C. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners, and each of them, hereby agree that under such circumstances any minor encroachments over adjoining Lots and/or the Common Area, as the case may be, that do not exceed five (5) feet from any point on the property line of any such Lot shall be permitted and that there shall also be valid easements for the maintenance of such encroachments as long as said encroachments shall exist.

1. Such appurtenant easements shall be for the purpose of, but not limited to, overhanging roofs and eaves, fireplace structures, as well as extended windows.

### 3.6 POWER TO GRANT EASEMENTS.

A. The Declarants and/or the Board shall have the power as well as the right to grant and convey in the name of the Association, as to any real property to which the Association holds title, to any Owner or other party, easements and rights-of-way in, on, over, or under the Common Area for the purpose of access, ingress, and egress to real property, constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines, or pipes as well as any similar public or quasi-public improvements or facilities.

B. Each Owner, in accepting a deed to a Lot, hereby expressly consents to the granting, conveying, and/or assigning of any such easements and rights-of-way, and authorizes and appoints the Board and the Declarants, as long as the Declarants own one (1) or more Lots, as attorney-in-fact of such Owner to execute any and all instruments conveying or creating such easement of rights-of-way.

C. However, no such easement or right-of-way can be granted if it would permanently interfere with the reasonable use, occupancy, or enjoyment by any Owner of its, his, or her Lot unless it was approved by the written consent of such Owner(s) as well as such Owner's(s) First Mortgage Holder.

**3.7 PARTY FENCE EASEMENTS.**

A. Each Lot that shares a Party Fence with an adjoining Lot and its Owner is declared to have an easement appurtenant and the same is hereby granted by Declarants on, over, and upon such adjoining Lot for that portion of the Party Fence that is located thereon, including the right to enter upon such adjoining Lot to service and maintain said easement as well as repair or replace the Improvements constituting the Party Fence.

1. The entry shall be at reasonable times, after prior notice, except that in the case of an emergency the right of entry shall be immediate.

B. Excluding any maintenance obligation or duty of the Association, each Lot and its Owner(s) shall be responsible for the maintenance, repair, and reconstruction of that portion of the Party Fence that is located upon its, his, her, or their Lot.

C. No Owner shall alter the shape, size, or construction of such Party Fence or use any materials different from those utilized in the initial construction without the written consent of the Architectural Committee.

**3.8 SLOPE MAINTENANCE EASEMENTS.**

A. An exclusive easement in gross over those certain areas ("Easement Areas") of the Development that are more fully described in "EXHIBIT B," the Servient Tenements is hereby reserved by the Declarants and granted to the Association for the purpose of entering on any portion of the Easement Areas to perform such maintenance, repair, and replacement, if any is required, of the landscaping and slopes that are located thereon as the Association may be obligated to perform in accordance with the provisions of the Governing Documents.

**3.9 OTHER EASEMENTS.**

A. Each Lot and its Owner as well as the Association, as the case may be, is declared to be subject to all of the easements, dedications, and rights-of-way that have been granted or reserved in, on, over, and under the Property.

**3.10 EMERGENCY ACCESS AND RIGHT-OF-WAY.**

A. The Property, each Owner, and the Association, as the case may be, is declared to be subject to any emergency vehicle access easements.

B. Public right-of-way easements over the Private streets, driveways, and parking areas shall remain open at all times.

**3.11 PUBLIC SERVICE EASEMENT.**

A. There shall be, and the Declarants hereby reserve and covenant for themselves as well as all of the future Owners, easements for public services, including, but not limited to, the right of the police and fire departments to enter upon any part of the Development for the purpose of carrying out their official duties.

**3.12 DELEGATION OF USE.**

A. Any Owner may delegate its, his, or her rights of use of the Development to its, his, or her family members, agents, employees, representatives, Tenants, Invitees, licensees, customers, clients, patients, and to such other persons as may be permitted by the provisions of the Governing Documents.

B. If an Owner has sold its, his, her, or their Lot to a Contract Buyer or has leased or rented it, the Owner shall not be entitled to delegate any right to the use and enjoyment of the Development that is appurtenant to such a Lot while such Lot is occupied by any such Contract Buyer or Tenant. Instead, the Contract Buyer or Tenant, as the case may be, while occupying such Lot, shall be entitled to delegate any right to the use and enjoyment of such rights and can delegate such rights of use and enjoyment in the same manner as if such Contract Buyer or Tenant were an Owner.

C. Each Owner shall notify the Secretary of the Association of the names of any Contract Buyer or Tenants of such Owner's Lot. Each Owner, Contract Buyer, or Tenant shall also notify the Secretary of the Association of the names of all persons to whom such Owner, Contract Buyer, or Tenant has delegated any right of use and enjoyment and the relationship that each such person bears to the Owner, Contract Buyer, or Tenant, whichever is applicable.

D. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of the Owners. No such delegation shall relieve an Owner from liability to the Association or to the other Owners for payment of Assessments or performance of the covenants, conditions, and restrictions that are contained in the provisions of the Governing Documents.

E. Any lease, rental agreement, or contract of sale entered into between an Owner and a Tenant or Contract Buyer shall contain a provision that requires compliance by such Tenant or Contract Buyer with all of the covenants, conditions, and restrictions contained in the provisions of the Governing Documents. Such provision shall categorically state that it is for the express benefit of the Association and each Owner.

F. The Association and each Owner shall have a right of action directly against any Tenant or Contract Buyer of an Owner, as well as against the Owner, for a Violation of a Provision of the Governing Documents to the same extent that such right of action would exist against such Owner.

### **3.13 FUTURE CONSTRUCTION AND ASSIGNMENT OF DECLARANTS' RIGHTS.**

A. The Declarants are undertaking the work of construction of a planned development and incidental improvements within same. The completion of that work and the sale, rental, or other disposal of the Lots are essential to the establishment and welfare of the Development as a residential community. In order that the work and the Development be established as a fully occupied planned development as rapidly as possible, nothing in the provisions of the Governing Documents shall be understood or construed to:

1. Prevent the Declarants, its contractors or subcontractors from doing whatever is reasonably necessary or advisable in connection with the completion of the work of development;
2. Prevent the Declarants or its representatives from erecting, constructing, and maintaining on or within the Development, except on or within Lots that are owned by others, structures that may be reasonable and necessary for the completion of the work of development and disposing of the Lots by sale, lease, or otherwise; or
3. Subject the Declarants to the provisions of ARTICLE XIV of the Declaration, entitled "ARCHITECTURAL CONTROL," for the construction of any improvements on or within the Development.

B. The provisions of this Section 3.13 may not be amended without the written consent of the Declarants until all of the Lots in the Development owned by the Declarants have been conveyed to Owners other than the Declarants.

**3.14 REQUIREMENTS TO COMPLY WITH DUE PROCESS.**

- A. Before the Board imposes any monetary penalties, suspensions of Membership rights or Common Area use privileges against any Member for a Violation of a Provision of the Governing Documents or before the Board and/or the Declarants exercise any entry rights that may be provided for in the provisions of the Governing Documents, the Board and/or the Declarants, as the case may be, must act in good faith and satisfy the following requirements:
1. Such Member shall be given a ten (10) day prior written notice, which for the purposes of the provisions of this Section 3.14 shall be hereinafter referred to as the "Action Notice," by either first-class mail or personal delivery. The Action Notice must:
    - a. State that the Board or the Declarants, as the case may be, is/are contemplating entry into its, his, her, or their Lot, or that the Board is meeting to consider disciplining such Member, whichever is applicable.
    - b. Contain the nature of the alleged Violation of a Provision of the Governing Documents or the necessity for any such entry, whichever is applicable.
    - c. State the date, time, and place of the meeting or any such entry.
    - d. Advise the Member of its, his, her, or their right to attend any such meeting and to address the Board or to discuss any such contemplated entry with the Board or the Declarants, whichever is appropriate.
  2. If the Action Notice is given by mail, it must be sent to the current address of the Member shown in the Association's records.
  3. If, after complying with all of the above procedures, the Board decides to impose such discipline or the Board and/or the Declarants, as the case may be, determine to make such entry, then, within fifteen (15) days of any such decision or determination, the Board and/or the Declarants, whichever is applicable, shall notify the Member, in writing, by either first-class mail or personal delivery, of the disciplinary action to be taken or the entry to be made, as the case may be.
  4. No disciplinary action shall be taken or entry made until the Board or the Declarants, as the case may be, has fulfilled all of the requirements that are called for in the provisions of this Section 3.14.

**ARTICLE IV  
COVENANTS AND USE RESTRICTIONS**

**4.1 ANIMALS.**

A. The Board shall have the right to establish and enforce sensible rules and regulations imposing standards for the reasonable control and keeping of animals in, upon, and around the Development to ensure that the same do not interfere with the quiet and peaceful enjoyment of the Development by the Owners and their family members, Contract Buyers, agents, employees, representatives, Tenants, Invitees, licensees, customers, clients, and/or patients. Such rules shall include, but not be limited to, a prohibition against maintaining, breeding, or raising animals for commercial purposes and in unreasonable numbers.

B. Each person bringing or keeping an animal within the Development shall be liable to all of the other Owners, their family members, Contract Buyers, agents, employees, representatives, Tenants, Invitees, licensees, customers, clients, and patients for any damage to person or property caused by any such animal.

C. All construction of structures intended to house and/or contain animals shall be created in accordance with the minimum standards required by the current building codes of the County and for outbuildings and improvements of such a nature as well as in a manner that will provide for the control of the animals. All such structures shall be maintained in a clean, sanitary, workable, and attractive condition.

D. Animal owners shall be responsible for the prompt disposal of animal waste deposited by animals under their control on any portion of the Development.

**4.2 ANTENNA AND EXTERNAL FIXTURES.**

A. No alteration to, or modification of, a central radio and/or television antenna system or cable television system that is maintained by the Association or a cable television franchisee shall be permitted without the express written consent of the Board or such cable television franchisee, whichever is applicable.

B. No Owner shall construct, install, use, and/or operate a radio, television antenna, satellite dish, or any other signal reception or transmission devices or related equipment on or within the Common Area, except those that are located entirely within the interior walls of its, his, her, or their Residence, without the written consent of the Board.

C. In considering whether to approve applications for any such devices to be located outside of the interior walls of a Residence, the Board shall consider and give great weight to aesthetics, safety within the Development, uniformity of appearance, possible structural damage, the potential for water leaks, and the requirements of any applicable laws.

D. The Board shall, in acting upon such requests for approval of a satellite dish or other signal reception or transmission devices, comply with the provisions of California Civil Code section 1376 as well as any Federal Communications Commission regulations, or any compatible superseding statutes or regulations.

E. No drilling or boring into any wall, window, slab, roof, or other structural area of the Common Area shall be permitted.

F. The Board may from time to time adopt additional regulations for the installation and operation of any satellite dish or other signal reception or transmission devices, providing that any such regulations comply with the above referenced provisions of California Civil Code section 1376 and any applicable Federal Communications Commission regulations, or any compatible superseding statutes or regulations.

**4.3 CHANGING GRADES, SLOPES, AND DRAINAGE.**

A. No change in the established grade or elevation of a Lot or an easement, and no change in the established slope or ratio of the cuts and fills which alters established drainage patterns, shall be permitted without the prior written consent of the Board and the County.

B. For the purposes hereof, established drainage patterns are defined as the drainage patterns existing at the time the grading of said Lot was completed in conformity with the grading and drainage plan heretofore approved by the County.

**4.4 COMPLIANCE WITH LAW.**

A. Nothing shall be done or kept on any Lot or in the Common Area that might increase the rate of, or cause the cancellation of, any insurance for the Development, or any portion of the Development, without the prior written consent of the Board.

B. No Owner shall permit anything to be done or kept in its, his, her, or their Lot that violates any covenant, restrictions, law, ordinance, statute, rule, or regulation of the provisions of the Governing Documents and/or any local, county, state, or federal body.

C. No Owner shall allow its, his, her, or their furniture, furnishings, or other personal items to remain within any portion of the Common Area except as may otherwise be permitted by the Board or the Association Rules.

**4.5 FENCES AND WALLS.**

A. Except as may otherwise be provided for in the provisions of the Governing Documents for the installation of fences and/or walls that have been installed in accordance with the original construction of the Development, no fences, ornamental screens, or walls of any nature or kind, including, but not limited to, retaining walls, shall be altered, removed, erected, or maintained on or around any portion of any Lot except those authorized and approved by the Architectural Committee.

**4.6 GAS OR LIQUID STORAGE.**

A. With the exception of propane tanks that are being used for home-style barbecues, no tank for the storage of gas or liquid shall be installed on or within the Development unless such installation is done by the Declarants, or has been approved by the Board or the Architectural Committee, whichever is applicable.

**4.7 INDEMNIFICATION.**

Each Owner shall be liable to the Association for any damage to the Common Area or to any other Association-owned property that may be sustained by reason of the negligence of such Owner, such Owner's family members, Contract Buyers, agents, employees, representatives, Tenants, Invitees, licensees, customers, clients, and/or patients, but only to the extent that any such damage is not covered by casualty insurance in favor of the Association.

B. Each Owner by acceptance of its, his, her, or their deed to a Lot, agrees personally and on behalf of its, his, her, or their family members, Contract Buyers, agents, employees, representatives, Tenants, Invitees, licensees, customers, clients, and patients to indemnify each and every other Owner and to hold them harmless from and defend them against any claim of any person for personal injury or property damage occurring within the Lot of the indemnifying Owner, except to the extent that such injury or damage is covered by liability insurance or the injury or damage occurred by reason of the willful and negligent acts or omission of the Association, an indemnified Owner or a person who is temporarily visiting such indemnified Owner's Lot, whichever is applicable.

4.8 **INTERFERENCE WITH OPEN SPACE AREAS ON LOTS 62 AND 63.**

A. Those areas ("Open Space") that are shown, designated, and described on Lots 62 and 63 of the Subdivision Map as "OPEN SPACE EASEMENT" shall be subject to that certain "Open-Space Agreement Granting An Open-Space Easement To The County Of San Luis Obispo" that was recorded on April 19, 2002, as Document No. 2002-2032479 in the office of the County Recorder of the County of San Luis Obispo, State of California, as well as the following conditions:

1. No items of any kind including, but not limited to, buildings, accessory structures, fences, walls, ornamental screens, sheds, plantings, lawn clippings, oil, chemicals, trash, fill materials, animal waste, domestic landscaping, irrigation apparatus, or other types of material shall be erected, placed, or permitted to remain within the Open Space. In addition, no activities of any kind which would be disruptive to the terrain including, but not limited to, creating any excavation, fill, or alteration of the natural or existing drainage courses, animal grazing, trimming, brush clearing, or vegetation removal shall be permitted in any Preservation Easement without the express written consent of the Board.
2. The general topography and landscaping of the Open Space shall be maintained in its natural condition. There shall be no alterations of same without the express written consent of the Board
3. No ornamental landscaping or crops shall be placed, planted, grown, or maintained on or within the Open Space area, unless they have been expressly consented to in writing by the Board, and are specifically provided for in that certain Tree Removal and Protection Plan prepared by the Declarants and approved by the San Luis Obispo County Department of Planning and Building in connection with the Subdivision Map and Development Plan. A copy of the Tree Removal and Protection Plan is available at the Association office.
4. No mining or other forms of natural resource extraction shall be allowed or permitted within the Open Space, except for the Association's right to develop any underlying water rights.
5. There shall be no trimming and vegetation removal within the Open Space, unless such activities are necessitated for the benefit of fish, wildlife, fire protection, water quality resources, and/or the replacement of dead or diseased plants.



6. The Association has, and is hereby granted, a maintenance easement over the Open Space for the purpose of maintaining the trees and natural growth, the construction of any fencing for the accommodation of any adjoining agricultural activities and/or equestrian trails, as well as to otherwise preserve and protect the natural character of the Open Space.
7. Subject to the provisions of the "County Open Space Easement," a copy of which is available at the Association office, the Association has and is hereby granted, an easement over the Open Space for the purpose of agriculture activities and cattle grazing such as, but not limited to, the construction of improvements, fencing, corrals, wells, water troughs, access routes as well as any other reasonable purpose necessary for the perfection of such activities.

B. Each Lot Owner shall be responsible for the maintenance of that part of the Open Space lying within its, his, or her particular Lot.

1. In the event that an Owner ("Offending Owner") fails to perform the necessary maintenance required by the provisions of Subsection 4.8A., above, the Board may give a written notice ("Violation Notice") to the Offending Owner with a request to correct any such failure within fifteen (15) days after receipt thereof. If, after receiving the Violation Notice, the Offending Owner refuses or fails to perform the functions requested in the Violation Notice, the Board may, after complying with the Due Process Requirements, cause the necessary maintenance to be perfected and recover the cost of any such action through the imposition of a Special Assessment levied in accordance with the provisions Section 7.7 of the Declaration, entitled, "SPECIAL ASSESSMENTS – PURPOSE OF AND PROCEDURE FOR LEVYING," against the Offending Owner.

4.9 **LEGAL REMEDIES FOR OWNER NONCOMPLIANCE WITH THE PROVISIONS OF THE GOVERNING DOCUMENTS.**

A. Subject to the requirement of the provisions of Section 5.16 of the Declaration, entitled, "LIMITATIONS ON THE AUTHORITY OF THE BOARD OR THE ASSOCIATION," Subsections 5.16B. through 5.16P., inclusive, any Owner being in Violation of a Provision of the Governing Documents shall give rise to a cause of action in the Association and any aggrieved Owner, as the case may be, against such violating Owner for the recovery of damages or for injunctive relief, or both.

B. Nevertheless, the objective of the provisions of the Governing Documents is to promote and seek voluntary compliance by the Owners and their family members, Contract Buyers, agents, employees, representatives, Tenants, Invitees, licensees, customers, clients, or patients with the environmental standards and property use restrictions contained herein.

C. Accordingly, in the event that the Association becomes aware of an architectural or property use infraction that does not necessitate immediate corrective action, the Owner or its, his, her, or their family members, Contract buyers, agents, employees, representatives, Tenants, Invitees, licensees, customers, clients, or patients, as the case may be, responsible for such Violation of a Provision of the Governing Documents shall receive a written notice thereof and shall be given a reasonable opportunity to comply voluntarily with the pertinent provisions of the Governing Document.

D. Said notice shall describe the noncomplying condition, request that the Owner or its, his, her, or their family members, Contract Buyers, agents, employees, representatives, Tenants, Invitees, licensees, customers, clients, or patients, whichever is applicable, correct the condition within a reasonable time, which time shall be specified in the notice, and advise such Owner or its, his, her, or their family members, Contract Buyers, agents, employees, representatives, Tenants, Invitees, licensees, customers, clients, or patient of its, his, her, or their appeal rights.

#### 4.10 MACHINERY AND EQUIPMENT.

A. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment that is usual or customary in connection with the use, maintenance, or repair of a suburban residential Development or that have been approved by the Architectural Committee.

#### 4.11 MAINTENANCE – OWNER RESPONSIBILITY.

A. Except as provided for in the provisions of Sections 3.7 and 4.8 of the Declaration, entitled, “PARTY FENCE EASEMENTS” and “INTERFERENCE WITH OPEN SPACE AREAS ON LOTS 62 AND 63,” respectively, each Owner shall be responsible for maintaining the structures located upon its, his, her, or their Lot, including the equipment and fixtures in any structure as well as its walls, roof, ceilings, windows, and doors in a clean, sanitary, workable, and attractive condition.

B. However, each Owner has complete discretion as to the choice of furniture, furnishings, and interior decorating; except that windows can be covered only by drapes, shutters, blinds, or shades and cannot be painted or covered by foil, cardboard, or other similar materials.

C. Each Owner shall also be responsible for the maintenance, repair, and replacement of all plumbing, electrical, heating, air conditioning and gas lines, conduits, apparatus and equipment servicing its, his, her, or their Lot as well as repair, replacement, and cleaning of the windows and glass of any structure that is located on such Lot.

D. In addition, each Owner shall have the Improvements that are located on its, his, her, or their Lot periodically inspected for termites and, if their presence is discovered, immediately take appropriate corrective measures.

E. If an Owner is required to make any repair, or if the Owner desires to construct any Improvement or install any fixture or equipment that will affect the exterior appearance of the Lot and/or any structure that is located on the Lot, the prior written approval of the Architectural Committee must first be obtained.

F. Such written approval of the Architectural Committee need not be obtained to make emergency repairs, provided that the Improvement so affected is restored to its original condition at the Owner's expense.

G. Each Owner shall also be responsible for the maintenance of all of the exterior landscaping located on its, his, or her Lot including, but not limited to, any and all oak trees, weed control, fire protection, and tree maintenance. Such maintenance shall be performed in conformance with the following criteria:

1. All landscaping shall be installed and maintained in compliance with the provisions of the Tree Plan.

2. All landscaping and plant materials should include drought tolerant native species and may include irrigated turf areas that shall be minimized in slope areas greater than thirty percent (30%), and is visible from a public rights-of-way. However, under no circumstances are any irrigated turf areas to be located in an area that lies beneath the canopy of an oak tree plus one-half (1/2) of the diameter of such canopy.
3. All landscaping and plant materials that are planted and/or installed by the Lot Owner shall be limited to predominately dark green, gray-green, and annual colors.
4. Palm trees shall not be permitted.
5. Native grass seed mix shall be distributed over any un-landscaped areas that are located on a Lot and have been disturbed by construction activities.
6. Any other provision in the Governing Documents notwithstanding, all of the landscaping located on a Lot shall be maintained in a safe, neat, and orderly manner.

H. In addition to other remedies in the provisions of the Governing Documents and at law provided to the Association, in the event an Owner of any Lot fails to maintain its, his, or her Lot and/or any Improvements located thereon, as required by the provisions of this Section 4.11, the Association's agents may, after compliance with the Due Process Requirements, enter such Lot and perform the necessary maintenance.

1. The cost of such maintenance shall immediately be paid to the Association by the Owner of the un-maintained Lot, together with interest at the rate of ten percent (10%) per annum from the date costs were incurred by the Association until the date the cost is paid by such Owner.

#### 4.12 MONUMENTS.

A. Any monuments that have been installed in the Development by the Declarants shall be maintained by the Association and shall not be altered or removed by anyone without the approval of the Board.

#### 4.13 OFFENSIVE CONDUCT; NUISANCE.

A. No noxious or offensive activities including, but not limited to, the repair of automobiles or other motorized vehicles, shall be conducted within the Development unless they are completely screened from the view of the Common Area, street, or other Lot.

B. Nothing shall be done on or within the Development that may be or may become an annoyance or nuisance to the residents of the Development, or that in any way interferes with the quiet enjoyment of the occupants of the Lots.

C. Unless otherwise permitted by the provisions of the Governing Documents or the special written permission of the Board, no Owner shall serve food or beverages, cook, barbecue or engage in similar activities except within such Owner's Lot.

#### 4.14 OUTSIDE LAUNDRING AND DRYING.

A. No exterior clotheslines shall be erected or maintained within the Development and there shall be no exterior drying or laundering of clothes on balconies, patios, porches, or other outside areas.

**4.15 PARKING RESTRICTIONS; USE OF GARAGES.**

A. Unless otherwise permitted by the Board or the provisions of this Section 4.15, no vehicle shall be parked or left in the Development other than within a garage, on the appurtenant driveway or within any designated guest parking area or space.

B. At no time shall a motor vehicle of any kind be permitted on the front yard landscaping.

C. No boat, trailer, recreational vehicle, camper, truck in excess of one (1) ton gross carrying weight, or commercial vehicle shall be parked or left in the Development for a period longer than forty-eight (48) hours over any two hundred forty (240) hour period unless it has been authorized to do so by the written permission of the Board or is completely screened from the ground level view of the Common Area, any other Lot, or any street.

D. All driveways and garages shall be maintained in a neat and orderly condition and all garage doors shall remain closed except as is necessary to permit ingress and egress for vehicles or for the purpose of cleaning or working in the garage or the surrounding area.

E. All of the garages in the Development shall be used and maintained at all times for the parking of vehicles and appropriate storage only and shall not be converted for living, business, or recreational activities if doing so would preclude the parking of vehicles in same.

F. The Association may, in accordance with the provisions of Vehicle Code section 22658.2, or any compatible superseding statutes, install a sign at each vehicular entrance to the Development containing a statement that public parking is prohibited and that all vehicles not authorized to park in the Development will be removed at the vehicle owner's expense. Any such sign shall contain the telephone number of the local traffic law enforcement agency and shall be not less than seventeen (17) inches by twenty-two (22) inches in size, with its lettering no less than one (1) inch in height.

G. No motor vehicle shall be constructed, reconstructed, or repaired within the Development and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored in the Development unless screened from the view of any street, portion of the Common Area, or other Lot; provided, however, that the provisions of this Section 4.15 shall not apply to emergency vehicle repairs.

H. In addition and in compliance with the above-cited Vehicle Code, the Association may cause the removal of any vehicle wrongly parked on the Property, including a vehicle owned by the occupant of a Lot.

1. If the identity of the vehicle owner is known or readily ascertainable, the Board, within a reasonable time, must notify the owner of such vehicle by first-class mail of said removal.
2. If the identity of the owner of such vehicle is not known or readily ascertainable, the Board must send a written report of such removal, by mail, to the California Department of Justice in Sacramento if the vehicle has not been returned to its owner within one hundred twenty (120) hours.
3. Immediately after any such vehicle has been removed, the Board must notify the local traffic law enforcement agency of said removal.
4. Any such notice must include a description of the vehicle, the license plate number, and the address from where the vehicle was removed.

5. However, any vehicle may be removed without notice if it is parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, if it occupies without proper authority a parking space designated for the handicapped, or if it interferes with an entrance or exit of the Development.

**4.16 PROHIBITION OF HUNTING AND TRAPPING.**

A. No hunting or trapping of animals shall be permitted within any part of the Development, except in the event that hunting or trapping is required to ensure the safety of people in the Development or to rid the Development of pests.

B. The Board shall publish specific guidelines for any such activities and distribute them to the Members.

**4.17 PROHIBITION OF CERTAIN VEHICLES.**

A. No off-road vehicles such as, but not limited to, all-terrain vehicles, dirt bikes, or vehicles not currently registered with the California Department of Motor Vehicles may be driven within the Development at any time unless they are being used by the Declarant during the Development construction process.

**4.18 RESIDENTIAL USE.**

A. The Lots shall be used solely for the construction of permanent Residences together with any customary appurtenances that are designed for single-family purposes in conformity with the requirements imposed by suburban living, applicable zoning, or other governmental regulations.

B. No part of the Development shall be used, caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes, except for the following:

1. Any type of home occupation ("Occupation"), provided that the proposed occupation meets the following criteria:
  - a. Any Occupation shall be conducted within no more than one (1) room of the Residence, excluding garages and artist studios;
  - b. There shall be no structural alterations of the exterior of the Residence to accommodate such Occupation and the existence of such Occupation shall not be apparent beyond the boundaries of the interior of the structure within which it is conducted;
  - c. No displays or advertising signs shall be permitted outside of a Residence;
  - d. There shall be no more than two (2) customers, patients, clients, students or other persons within or about the Residence at any one (1) time for the purpose of being served by the Occupation;
  - e. If so required by local ordinance, the County shall have issued a business license for such Occupation; and
  - f. Such Occupation shall be strictly secondary and subordinate to the primary residential use, and shall not change or detrimentally affect the residential character of the Development.

C. Provided that, for a period of five (5) years from the date of the closing of the first (1<sup>st</sup>) sale of a Lot in the latest Phase to an Owner other than the Declarants, Lots owned by the Declarants may be used by the Declarants or their designees, as models, sales offices, and/or construction offices for the purposes of developing, improving, and selling Lots.

4.19 **RESTRICTION ON FURTHER SUBDIVISION AND SEVERABILITY.**

A. No Lot shall be further subdivided by a parcel, tentative or final map, Record of survey or in any other manner without prior written approval of the Board.

4.20 **RIGHT TO LEASE OR RENT.**

A. The subdivision is designed and intended as an Owner-occupied, residential development. Therefore, subject to the provisions of Section 4.23 of the Declaration, entitled "TIME SHARING PROHIBITION," any Owner who wishes to lease or rent its, his, her, or their Lot must meet each of the following requirements, and any such lease or rental agreement will be subject to each of the following requirements whether they are included within the provisions of such lease or rental agreement or not:

1. No Lot may be leased or rented for a period of less than thirty (30) days;
2. Any lease or rental agreement must apply to the entire Lot including all of its appurtenant rights, excluding only the Owner's voting rights;
3. Any lease or other rental agreement must be in writing and shall provide that the tenancy, which is covered by such agreement, is subject to the provisions of the Governing Documents and any Violation of a Provision of the Governing Documents shall constitute a default under such agreement;
4. The provisions of any such lease or rental agreement must specifically give the Association, after compliance with the Due Process Requirements, the right to evict the Tenant if the Tenant commits a Violation of a Provision of the Governing Documents;
5. Each Owner who leases or rents its, his, her, or their Lot shall promptly notify the Secretary in writing of the name of all of the Tenants, as well as the members of the Tenants' family, who will be occupying the leased or rented Lot. Said Owner shall provide the Secretary with a complete copy of the current lease or rental agreement, whichever is applicable.
6. Any leasing or renting Owner shall also promptly notify the Secretary of the address and telephone number where it, he, she, or they can be reached.

B. Any Tenant who does not comply with the provisions of the Governing Documents shall be in default under any such lease or rental agreement, whether or not the provisions of such lease or rental agreement so provide.

1. In the event of any such default by a Tenant, the Owner of the leased or rented Lot whose Tenant has so defaulted, upon being notified in writing of such default by the Board, shall immediately take all of the actions that are reasonably necessary to cure such default, including, if appropriate, the eviction of the Tenant.

C. When a Tenant is in Violation of a Provision of the Governing Documents, the Board may bring an action in unlawful detainer in the Association's name or in the name of the lessor or landlord Owner, whichever is applicable, to have the Tenant evicted and to recover damages.

1. If the court finds that the defendant Tenant in any such action is in Violation of a Provision of the Governing Documents, the court may find the Tenant guilty of such unlawful detainer, notwithstanding the fact that the lessor or landlord Owner may not be the plaintiff in such action or that the defendant Tenant is not otherwise in violation of its, his, or her lease or rental agreement.
2. For the purposes of granting an unlawful detainer against the defendant Tenant, the court may assume that the Owner or person in whose name a lease or rental agreement was made was acting for the benefit of the Association.
3. The remedy provided for by the provisions of this Subsection 4.20C. is not exclusive and is in addition to any other remedy or remedies that the Association may have against the defendant Tenant and/or lessor or landlord Owner.
4. If permitted by the present or any future provisions of the law, the Association may recover all of its costs, including court costs and reasonable attorney fees, incurred in prosecuting such an unlawful detainer action.

D. The Board shall give the violating Tenant and the lessor or landlord Owner a notice in writing of the nature of any such Violation of a Provision of the Governing Documents. The Tenant shall have twenty (20) days from the mailing of such notice in which to cure the violation before the Board may bring an unlawful detainer action for such violation.

E. Each lessor or landlord Owner shall provide current copies of each and every Governing Document to each of its, his, or her Tenants.

F. By becoming a Tenant of a Lot, each such Tenant agrees to be bound by each and every term and provision of the Governing Documents and recognizes and accepts the right and power of the Board to evict such Tenant for any Violation of a Provision of the Governing Document committed by such Tenant.

#### 4.21 SIGNS.

A. No advertising signs or billboards shall be displayed on any Lot or posted within or upon any portion of the Common Area without the approval of the Board, except that Owners may display on their Lots any signs required by legal proceedings or a single "For Rent," "For Lease," or "For Sale" sign of reasonable dimensions and design.

B. In addition, such signs as may be used by the Declarants or their designees for the purpose of developing, selling, and improving Lots shall be permitted, but only for a period of time not to exceed the date on which the last Lot is sold by the Declarants or five (5) years from the date of Recordation of the Declaration, whichever is sooner.

C. If an Annexation Supplement is Recorded, such signs may be used as stated above in Subsection 4.21B., but only for a period of time not to exceed the date on which the last annexed Lot is sold by the Declarants or five (5) years from the date of Recordation of such Annexation Supplement, whichever is sooner.

D. In exercising their rights under the provisions of this Subsection 4.21, the Declarants shall not unreasonably interfere with the use of the Common Area by any Owner.

**4.22 TEMPORARY LIVING QUARTERS.**

A. No boat, truck, trailer, van, camper, recreational vehicle, or tent shall be used as a living area while located within the Development.

B. However, trailers or temporary structures for use incidental to the initial construction of the Development or the initial sales of Lots may be maintained within the Development, provided such use does not unreasonably interfere with any Owner's use of the Common Area.

1. Such trailers or structures will be promptly removed upon completion of all initial construction and/or all initial sales.

**4.23 TIME SHARING PROHIBITED.**

A. No Lot, or any portion nor combination thereof, shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time sharing agreement, plan, program, or arrangement, including, without limitation, any so called "vacation license," "travel club," "extended vacation," or other membership or time interval ownership arrangement.

B. The term "time sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess a Lot, or any portion thereof, rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like kind use privileges, according to a fixed or floating interval or period of time.

C. The provisions of this Section 4.23 shall not be construed to limit the personal use of any Lot, or any portion thereof, by any Owner or its, his, her, or their social or familial guests.

**4.24 TRASH DISPOSAL.**

A. No trash, garbage, rubbish, or other waste material shall be allowed to accumulate on any Lot unless stored in an appropriate sanitary, covered disposal container that is located within an enclosed area adjacent to the Owner's Residence and screened from the view of any street, portion of the Common Area, or Lot.

B. An exception being that on the scheduled day for trash pickup, such receptacles may be located in the places specifically designated for pick-up purposes.

C. The Board shall contract with a local refuse collection contractor for the curbside pickup of domestic and green waste as well as recyclables.

D. Any extraordinary accumulation of rubbish, trash, garbage, or debris, such as, but not limited to, debris generated upon vacating the premises or during the construction of modifications and Improvements, shall be removed from the Development to a public dump or trash collection area by the Owner or Tenant on whose Lot such accumulation exists, at its, his, her, or their expense.

E. The Association shall be entitled to impose reasonable fines and penalties for the collection of garbage and refuse disposed of in a manner inconsistent with the provisions of this Section 4.24.

F. No toxic or hazardous materials, such as, but not limited to, fuels, oils, other petroleum products, chemicals, detergents, or cleaners shall be disposed of within the Development by dumping them on the surface of the ground, in drainage ways, waterways, or adjacent to the Property.



4.25 **UNALLOCATED TAXES.**

A. In the event that any taxes are assessed against the Common Area or the personal property of the Association, rather than being assessed to the Lots, such taxes shall be included in the Regular Assessments and, if necessary, a Special Assessment may be levied against the Lots in an amount equal to such taxes to be paid in two (2) installments.

B. Each such installment shall be due thirty (30) days prior to the due date such tax is to be paid to the taxing authority.

4.26 **WATER WELL SYSTEMS.**

A. No individual water wells shall be permitted on any Lot.

**ARTICLE V  
POWERS AND DUTIES OF THE ASSOCIATION**

5.1 **INCORPORATION.**

A. The Association is a nonprofit mutual benefit corporation formed under the laws of the State of California. At the Recording of the first (1<sup>st</sup>) Lot sale to an Owner other than the Declarants, the Association shall be charged with the duties and invested with the powers set forth in the provisions of the Governing Documents.

5.2 **ACTION THROUGH DESIGNATED OFFICERS.**

A. Except as to the matters requiring the approval of the Owners as set forth in the provisions of the Governing Documents, the affairs of the Association, including the exercise of its powers and duties, shall be conducted by the Board, such officers as the Board may elect or appoint, or such persons or entities with delegated authority under the provisions of Section 5.7 of the Declaration, entitled, "RIGHT OF THE BOARD TO DELEGATE ITS POWERS AND DUTIES."

5.3 **STATEMENT OF ASSOCIATION POWERS.**

A. The Association shall have all the powers granted to it by the provisions of section 383 of the California Code of Civil Procedure and of sections 1350 through 1373, inclusive, of the California Civil Code together with all the powers of a nonprofit mutual benefit corporation that has been organized under the provisions of the General Nonprofit Mutual Benefit Corporation Law of California, or any compatible superseding statutes, subject only to such limitations on the exercise of its powers as are set forth in the provisions of the Governing Documents.

B. The Association shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under the provisions of the Governing Documents, and to do and perform any act that may be necessary or proper for, or incidental to, the exercise of any of such express powers of the Association, including, but not limited to, the acts enumerated in the provisions of Sections 5.4 through 5.7, inclusive, of the Declaration.