

**If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**



2017-0039315

Recorded	REC FEE	162.00
Official Records		
County of	CONFORMED COPY	0.00
Shasta		
Leslie Morgan		
Assessor-Recorder		
	UP	
3:33PM 27-Dec-2017	Page 1 of 50	

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:

**TIERRA OAKS ESTATES  
HOMEOWNERS ASSOCIATION**  
% Baydaline & Jacobsen LLP  
895 University Avenue  
Sacramento, CA 95825  
Attn: Darren M. Bevan, Esq.

*50 up lca*

(Space Above for Recorder's Use)

**THIRD RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
TIERRA OAKS ESTATES**

**TABLE OF CONTENTS TO  
THIRD RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
TIERRA OAKS ESTATES**

	<b>Page Number</b>
RECITALS.....	1
ARTICLE 1 DEFINITIONS.....	2
1.1 Absolute Majority.....	2
1.2 Additional Charges.....	2
1.3 Architectural Review Committee.....	3
1.4 Architectural Rules.....	3
1.5 Articles.....	3
1.6 Assessment.....	3
1.7 Association.....	3
1.8 Board of Directors.....	3
1.9 Bylaws.....	3
1.10 Common Area.....	3
1.11 Common Expenses.....	4
1.12 Contract Purchaser/Contract Seller.....	4
1.13 County.....	4
1.14 Declaration.....	4
1.15 Development.....	4
1.16 Director.....	4
1.17 Golf Course.....	4
1.18 Golf Course Lot.....	4
1.19 Governing Documents.....	4
1.20 Improvement.....	4
1.21 Lot.....	4
1.22 Member.....	5
1.23 Member in Good Standing.....	5
1.24 Mortgage / Mortgagee / First Mortgage / First Mortgagee.....	5
1.25 Original Declaration.....	5
1.26 Owner.....	5
1.27 Phase One Subdivision Map.....	5
1.28 Phase Two Subdivision Map.....	5
1.29 Phase Three Subdivision Map.....	5
1.30 Project Documents.....	5
1.31 Record.....	6
1.32 Residence.....	6
1.33 Resident.....	6
1.34 Rules.....	6
1.35 Simple Majority.....	6
1.36 Subdivision Map.....	6
1.37 Total Voting Power.....	6
ARTICLE 2 COMMON AREA.....	6
2.1 Purpose of Common Area.....	6
2.2 Owners Non-Exclusive Easements of Enjoyment.....	6
2.3 Assignment of Rights of Use.....	7
2.4 Common Area Construction.....	7

2.5	Mechanic's Liens.....	8
ARTICLE 3	EASEMENTS .....	8
3.1	Easements in General.....	8
3.2	Association Utility Easements.....	8
3.3	Easements Granted by Board.....	8
3.4	General Association Easements to Discharge its Duties.....	9
3.5	Encroachment Easements.....	9
3.6	Easements for the Benefit of Certain Property Outside of the Development.....	9
3.7	Golf Easements.....	9
ARTICLE 4	USE RESTRICTIONS.....	9
4.1	Residential Use.....	9
4.2	No Partition.....	10
4.3	Restriction on Businesses.....	10
4.4	Offensive Conduct, Nuisances, Noise.....	10
4.5	Use of the Common Area.....	10
4.6	Requirement of Architectural Approval.....	10
4.7	Sports Apparatus.....	11
4.8	Window Coverings.....	11
4.9	Signs.....	11
4.10	Antennas.....	12
4.11	Trash Disposal.....	12
4.12	Construction Materials, Construction Debris.....	12
4.13	Vehicles and Parking.....	12
4.14	Garages and Driveways.....	15
4.15	Outbuildings and Temporary Structures.....	16
4.16	Animals.....	16
4.17	Rental of Lots/Residences.....	16
4.18	Clotheslines.....	18
4.19	Mailboxes and Exterior Newspaper Tubes.....	18
4.20	Drainage.....	18
4.21	Playground Equipment.....	18
4.22	Recreational Equipment and Other Personal Property.....	18
4.23	Holiday Decorations.....	18
4.24	Initial Landscaping.....	19
4.25	Power Equipment.....	19
4.26	Variances.....	19
ARTICLE 5	HOMEOWNERS ASSOCIATION .....	19
5.1	Management and Operation.....	19
5.2	Membership.....	20
5.3	Voting.....	20
5.4	Board of Directors.....	20
5.5	Association Rules.....	20
5.6	Manager and Other Personnel.....	20
5.7	Insurance.....	20
5.8	Capital Improvements.....	20
5.9	Sale or Transfer of Association Property.....	20
5.10	Sale, Transfer, or Dedication of Common Area to Public Agency or Utility.....	21
5.11	Borrow Money.....	21
5.12	Mortgage of Association Property.....	21
5.13	Mergers of Association Property.....	21
5.14	Dissolution.....	21
5.15	Operation of the Gatehouse.....	21

5.16	Limitations of Liability.....	21
5.17	No Liability for Golf Course.....	22
ARTICLE 6	ASSESSMENTS AND LIENS.....	22
6.1	Covenant of Owner.....	22
6.2	Creation of Lien.....	22
6.3	Purpose of Assessments.....	22
6.4	Authority of the Board.....	23
6.5	Annual Assessment.....	23
6.6	Special Assessments.....	23
6.7	Reimbursement Assessments.....	24
6.8	Enforcement Assessments.....	24
6.9	Failure to Fix Assessments.....	24
6.10	Offsets.....	24
6.11	Delinquent Assessments.....	24
6.12	Power of Sale.....	25
6.13	Certificate of Satisfaction and Release of Lien.....	25
6.14	Priority.....	25
6.15	Owner Assignment of Rents.....	25
6.16	Association Funds.....	25
6.17	Waiver of Exemptions.....	25
6.18	Property Exempt from Assessments.....	26
ARTICLE 7	DAMAGE OR DESTRUCTION; CONDEMNATION.....	26
7.1	Damage to or Destruction of Improvements to Association Property.....	26
7.2	Damage to or Destruction of Improvements to Lots.....	26
7.3	Condemnation of Common Area.....	26
7.4	Condemnation of Lots.....	26
ARTICLE 8	MAINTENANCE OF PROPERTY.....	27
8.1	Association Responsibilities.....	27
8.2	Owner Responsibilities.....	27
8.3	Compliance with Architectural Provisions.....	28
8.4	Owner Failure to Maintain.....	28
8.5	Owner Liability.....	29
8.6	Authority for Entry of Lot.....	29
8.7	Association Liability.....	29
8.8	Board Discretion.....	29
8.9	Cooperative Maintenance Obligations.....	29
ARTICLE 9	ARCHITECTURAL CONTROL.....	29
9.1	Submission of Plans and Specifications.....	29
9.2	General Design Standards.....	30
9.3	Establishment of Architectural Review Committee.....	31
9.4	Duties.....	31
9.5	Meetings.....	31
9.6	Architectural Rules.....	31
9.7	Application.....	31
9.8	Fees.....	32
9.9	Grant of Approval.....	32
9.10	Form of Approval.....	32
9.11	Time for Architectural Review Committee Action.....	32
9.12	Board Review.....	33
9.13	Commencement.....	33
9.14	Completion.....	33
9.15	Inspection.....	33

9.16	Non-Waiver.....	34
9.17	Liability.....	34
9.18	Compliance with Governmental Requirements. ....	35
ARTICLE 10	ENFORCEMENT .....	35
10.1	Violations as Nuisance.....	35
10.2	Violation of Law.....	35
10.3	Owners' Responsibility for Conduct and Damages.....	35
10.4	No Avoidance. ....	35
10.5	Rights and Remedies of the Association.....	35
10.6	Disciplinary Rules.....	37
10.7	Emergency Situations. ....	37
10.8	Alternative Dispute Resolution. ....	37
10.9	Non-Waiver.....	37
10.10	Notices. ....	37
10.11	Costs and Attorneys' Fees. ....	37
10.12	Indemnification. ....	37
ARTICLE 11	AMENDMENT.....	38
11.1	Amendments by Members. ....	38
11.2	Amendments by Board of Directors. ....	38
11.3	Unanimous Consent for Certain Specific Amendments. ....	38
11.4	Amendment of Golf Course Easement Provisions.....	38
ARTICLE 12	GENERAL PROVISIONS .....	39
12.1	Headings. ....	39
12.2	Severability. ....	39
12.3	Liberal Construction. ....	39
12.4	Number; Gender.....	39
12.5	Easements Reserved and Granted.....	39
12.6	Power of Attorney.....	39
12.7	First Mortgagee Approval of Certain Actions. ....	39
12.8	Annexation of Additional Real Property.....	40
12.9	Term.....	41

---

**THIRD RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
TIERRA OAKS ESTATES**

This Third Restated Declaration of Covenants, Conditions and Restrictions of Tierra Oaks Estates is made by the Tierra Oaks Estates Homeowners Association, a California nonprofit mutual benefit corporation (the "Association").

---

**RECITALS**

---

A. The Association is an "association", as that term is defined in California Civil Code Section 4080, which has been created to manage the common interest development located in the City of Redding, County of Shasta, State of California commonly known as Tierra Oaks Estates, and more particularly described as follows (the "Development"):

Lots 1 through 86 and Parcel B, Parcel C, and Parcel D, as shown on the subdivision map entitled "Tierra Oaks Estates Golf and Country Club Tract No. 1720, Unit No. 3" which Map was filed for record in the office of the Recorder of the County of Shasta, State of California on December 30, 1993 in Book 21 of Maps, at Page 35, as corrected by a Certificate of Correction recorded on February 10, 1994 in Book 3122, Page 476, filed in the official records of the County of Shasta, State of California; and

Lots 1 through 12 and San Vincente Drive aka Public Service Easement "C" as shown on that certain map entitled "Tierra Oaks PD 1-94, Unit No. 4" which Map was filed for record in the office of the Recorder of the County of Shasta, State of California on October 23, 2002, in Book 23 of Maps, at Page 13.

Lots 1 Through 33, and Parcel A, as Shown on the "Map of Tierra Oaks, PD 1-94, Unit No. 5 Phase 1" which Map was filed for record in the office of the Recorder of the County of Shasta, State of California on October 25, 2005 in Book 23 of Maps at Page 88.

B. The original developer of the Development, Tierra Oaks, LTD., a California limited partnership, executed a document entitled "Declaration of Covenants, Conditions, and Restrictions of Tierra Oaks Estates" recorded on February 14, 1994, as Document No. 6015 in Book 3119, Page 424 et seq., and re-recorded to correct certain typographical errors on March 9, 1994 as Document No. 11686 in Book 3132, Page 565 et seq., both in the official records of Shasta County, California (the "Original Declaration").

C. The Original Declaration was amended by the "First Amendment to Declaration of Covenants, Conditions, and Restrictions of Tierra Oaks Estates" recorded on March 31, 2003, as Document No. 2003-0019622 in the official records of Shasta County, California (the "First Amendment").

D. A document entitled "Declaration of Annexation" was recorded on October 11, 2002, as Document No. 2002-0053175 in the official records of Shasta County, California (the "Declaration of Annexation").

E. The Original Declaration was restated and superseded by the "First Restated Declaration of Covenants, Conditions and Restrictions of Tierra Oaks Estates" recorded on October 19, 2005, as

Document No. 2005-0062271 in the Official Records of Shasta County, California (the "First Restated Declaration").

F. The First Restated Declaration was restated and superseded by the "Second Restated Declaration of Covenants, Conditions and Restrictions of Tierra Oaks Estates" recorded on November 26, 2012 as Document No. 2012-0040593 in the Official Records of Shasta County, California (the "Second Restated Declaration").

G. The Original Declaration, as restated and superseded by the First Restated Declaration and Second Restated Declaration established certain limitations, easements, covenants, restrictions, conditions, liens, and charges which run with and are binding upon all parties having or acquiring any right, title, or interest in the real property comprising the Development.

H. The Declarant no longer owns any property within the Development.

I. Members holding at least an Absolute Majority voted to amend, restate, and supersede the Second Restated Declaration pursuant to Section 11.1 of the Second Restated Declaration.

**NOW THEREFORE**, it is declared as follows:

1. The Second Restated Declaration is hereby amended, restated, and superseded in its entirety to read as set forth in this Declaration.

2. All of the real property comprising the Development constitutes a "planned development," as that term is defined in California Civil Code Section 4175.

3. All of the real property comprising the Development is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the Development and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the real property comprising the Development and any part thereof.

4. All of the covenants, conditions, and restrictions set forth in this Declaration shall constitute enforceable equitable servitudes as provided in California Civil Code Section 5975, shall constitute covenants that shall run with the real property comprising the Development, and shall be binding upon and inure to the benefit of each Owner of any portion of such real property or of any interest therein and their heirs, successors, and assigns.

## **ARTICLE 1 DEFINITIONS**

---

1.1 Absolute Majority. "Absolute Majority" shall mean a majority of the Total Voting Power of the Association.

1.2 Additional Charges. "Additional Charges" shall mean all costs, fees, charges, and expenditures, including without limitation, interest, late charges, attorneys' fees, recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of Assessments, fines, and/or penalties.



1.3 Architectural Review Committee. "Architectural Review Committee" shall mean the committee created pursuant to Article 9 of this Declaration.

1.4 Architectural Rules. "Architectural Rules" shall mean the rules and regulations adopted by the Board pursuant to Section 9.6 of this Declaration.

1.5 Articles. "Articles" shall mean the Articles of Incorporation of the Association, as they may be amended from time to time, and as filed with the Office of the Secretary of State of California.

1.6 Assessment. "Assessment" shall mean a charge levied by the Association against an Owner and his or her Unit as provided in Article 6 of this Declaration. "Assessment" shall include any or all of the following:

1.6.1 Annual Assessments, which shall have the meaning set forth in Section 6.5 of this Declaration.

1.6.2 Enforcement Assessments, which shall have the meaning set forth in Section 6.8 of this Declaration.

1.6.3 Reimbursement Assessments, which shall have the meaning set forth in Section 6.7 of this Declaration.

1.6.4 Special Assessments, which shall have the meaning set forth in Section 6.6 of this Declaration.

1.7 Association. "Association" shall mean the Tierra Oaks Estates Homeowners Association, its successors, and assigns.

1.8 Board of Directors. "Board of Directors" or "Board" shall mean the governing body of the Association.

1.9 Bylaws. "Bylaws" shall mean the Bylaws of the Association as they shall be adopted by the Members and any duly-adopted amendments thereof.

1.10 Common Area. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and Residents of the Development including, without limitation:

1.10.1 Parcel B as shown on the Phase One Subdivision Map, which consists of private streets within the Development and the entry gatehouse for the Development.

1.10.2 Lot 36 and lot 37 as shown on the Phase One Subdivision Map.

1.10.3 Parcel C as the same is referred to, described, and depicted in the grant deed to the Association Recorded on February 14, 2002 as document no. 2002-0007878 in the official records of the County.

1.10.4 The private street shown as "San Vicente Drive" on the Phase Two Subdivision Map.

1.10.5 San Vincente Drive aka Public Service Easement "C" as shown on that certain Map Entitled Tierra Oaks PD 1-94, Unit 4, which Map was filed for record in the office of the Recorder of the County of Shasta, State of California on October 23, 2002, in Book 23 of Maps, Page 13.

1.10.6 The private streets shown as "Palermo Court", "Belletierre Drive", and Alicia Parkway" on the Phase Three Subdivision Map.

1.11 Common Expenses. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Development and any reasonable reserve for such purposes as found and determined by the Board and all sums designated as Common Expenses by or pursuant to the Project Documents.

1.12 Contract Purchaser/Contract Seller. "Contract Purchaser" and "Contract Seller" shall mean the purchaser and the seller, respectively, under an installment land contract in which title to the property is transferred after the final installment payment is made.

1.13 County. "County" shall mean Shasta County, California.

1.14 Declaration. "Declaration" shall mean this instrument, as it may be amended from time to time.

1.15 Development. "Development" shall mean all the real property described in Recital A of this Declaration as well as such other real property as may hereafter be brought within the jurisdiction of the Association.

1.16 Director. "Director" shall mean a member of the Board of Directors.

1.17 Golf Course. "Golf Course" shall mean that real property, adjacent to the Development, designated as parcels 1, 2, 3, 4 and 5, on the subdivision map entitled "Tierra Oaks Estates Golf and Country Club, Tract No. 1720, Unit No. 1", recorded February 27, 1992 in Book 20 of Maps, Page 72 in the official records of the County, on which the owner thereof has a right to maintain a golf course, clubhouse facilities, other recreational facilities, maintenance area, and related landscaping improvements and fixtures. The Golf Course is not a part of the Common Area, nor is it part of the Development. Where appropriate, "Golf Course" also refers to the person or entity that owns the Golf Course.

1.18 Golf Course Lot. "Golf Course Lot" shall mean any Lot that fronts or abuts the Golf Course.

1.19 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration, Rules (including the Architectural Rules), and the policies and resolutions duly adopted by the Board and distributed to the Members.

1.20 Improvement. "Improvement" shall mean all structures and improvements including without limitation buildings, landscaping, paving, fences, and signs.Lot. "Lot" shall mean any plot of land which is both shown on the Subdivision Map and is a part of the Development, with the exception of the Common Area. Notwithstanding the preceding, with respect to any plot of land shown on the Phase One Subdivision Map that has been subdivided into multiple plots of land (such as by the Phase Two Subdivision

Map and the Phase Three Subdivision Map), each such subdivided plot of land (except the Common Area) shall be a "Lot".

1.22 Member. "Member" shall mean an Owner.

1.23 Member in Good Standing. "Member in Good Standing" shall mean a Member of the Association who is current in the payment of all dues, Assessments, fines, penalties, and other charges imposed in accordance with the Governing Documents, and who is in compliance with all of the provisions of the Governing Documents, as may be more particularly set forth in the Bylaws.

1.24 Mortgage / Mortgagee / First Mortgage / First Mortgagee. "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot or other portion of the Development. A "Mortgagee" shall include the beneficiary under a deed of trust and any guarantor or insurer of a Mortgage. "First Mortgage" or "First Mortgagee" is one having priority over all other Mortgages or holders of Mortgages encumbering the same Lot or other portion of the Development. A "First Mortgagee" shall include any holder (including FHLMC and FNMA), insurer (including FHA), or guarantor (including VA) of a First Mortgage on a Lot or other portion of the Development. "FHA" shall mean the United States Department of Housing and Urban Development, Federal Housing Administration. "VA" shall mean the United States Department of Veterans Affairs. "FHLMC" shall mean the Federal Home Loan Mortgage Corporation. "FNMA" shall mean the Federal National Mortgage Association. Where any provisions of the Project Documents require the approval of a First Mortgagee, the approval of the holder, insurer or guarantor of the First Mortgage shall be deemed to be the required approval.

1.25 Original Declaration. "Original Declaration" shall mean the document referred to in Recital B of this Declaration.

1.26 Owner. "Owner" shall mean any person, firm, corporation, or other entity in which fee title to a Lot is vested as shown by the official records of the office of the County recorder, including Contract Sellers, but excluding Contract Purchasers and excluding those having such interest merely as security for the performance of an obligation. Where the context requires, the term "Owner" shall include the members of the Owner's household and the Owner's guests, tenants/lessees, and invitees; provided, however, that such persons are not "Owners" for purposes of exercising voting rights in the Association.

1.27 Phase One Subdivision Map. "Phase One Subdivision Map" shall mean the subdivision map entitled "Tierra Oaks Estates Golf and Country Club Tract No. 1720, Unit No. 3" filed December 30, 1993 in Book 21 of Maps at Page 35, as corrected by a Certificate of Correction recorded on February 10, 1994 in Book 3122, Page 476, both in the official records of the County.

1.28 Phase Two Subdivision Map. "Phase Two Subdivision Map" shall mean the subdivision map entitled "Tierra Oaks PD 1-94, Unit No. 4" filed October 23, 2002 in Book 23 of Maps at Page 13. The Phase Two Subdivision Map subdivided parcel E as shown on the Phase One Subdivision Map.

1.29 Phase Three Subdivision Map. "Phase Three Subdivision Map" shall mean the "Map of Tierra Oaks, PD 1-94, Unit No. 5 Phase 1", which Map was filed for record in the office of the Recorder of the County of Shasta, State of California on October 25, 2005 in Book 23 of Maps at Page 88.

1.30 Project Documents. "Project Documents" shall mean and include this Declaration, as amended from time-to-time, the exhibits, if any, attached hereto, together with the other basic documents

used to create and govern the Development, including the Subdivision Map, the Articles, and the Bylaws (but excluding un-Recorded Rules and regulations adopted by the Board or the Association).

1.31 Record. "Record" shall mean, with respect to any document, the recordation or filing of such document in the office of the County recorder.

1.32 Residence. "Residence" shall mean a residential structure located upon a Lot which is designed for human residential use and occupancy.

1.33 Resident. "Resident" shall mean any person who resides on a Lot within the Development whether such person is an Owner as defined in Section 1.26 of this Declaration.

1.34 Rules. "Rules" shall mean the rules and regulations governing the use, occupancy, management, administration, and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time, and the Architectural Rules as adopted and published by the Architectural Review Committee from time to time.

1.35 Simple Majority. "Simple Majority" shall mean a majority of the votes of the Members (a) represented and voting at a meeting at which a quorum is present, or (b) cast by written ballot (in conformity with California Corporations Code Section 7513) in which the number of ballots received equals or exceeds the number required to establish a quorum.

1.36 Subdivision Map. "Subdivision Map" shall mean, collectively, (a) the Phase One Subdivision Map, (b) the Phase Two Subdivision Map, (c) the Phase Three Subdivision Map, and (d) any other subdivision or parcel map for any property annexed to the Development pursuant to the provisions of this Declaration.

1.37 Total Voting Power. "Total Voting Power" shall mean the total number of votes of all Members entitled to vote at a particular time, calculated based on one vote for each Lot, excluding any Lots as to which an Owner is not then a Member in Good Standing.

## **ARTICLE 2 COMMON AREA**

---

2.1 Purpose of Common Area. Subject to the provisions of the Declaration, the Common Area shall be held, maintained, and used to meet the common interests of the Owners, the members of the Owners' households, and the Owners' tenants, resident Contract Purchasers, and guests as provided in the Governing Documents.

2.2 Owners Non-Exclusive Easements of Enjoyment. Every Owner shall have a non-exclusive easement of use of and enjoyment in, to, and throughout the Common Area. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Lot, subject to the following rights and restrictions:

2.2.1 The right of the Board of Directors to establish and enforce reasonable Rules governing the use of the Common Area and the facilities thereon including, without limitation, Rules (a) limiting the number of guests of Residents permitted to use the Common Area and the facilities thereon at any one time, (b) limiting the hours of use of the Common Area and the facilities thereon, (c) charging fees for the use of the recreational

facilities located on the Common Area, and (d) regulating the use of the Common Areas and the facilities thereon for group activities, including without limitation requiring the submission of an application for the group use of the Common Area, which application may require the provision of such information as the Board deems appropriate.

2.2.2 The right of the Board, as set forth in Section 3.3 of this Declaration, to grant licenses, easements, and rights of way in, on, over, or under the Common Area.

2.2.3 The right of the Board to sell, transfer, lease or otherwise dispose of the Common Area subject to the requirements of Section 5.9.

2.2.4 The right of the Board to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility subject to the requirements of Section 5.10.

2.2.5 The right of the Board to mortgage, pledge, encumber, or otherwise hypothecate the Common Area and facilities thereon as security for money borrowed by the Association.

2.2.6 The right of the Association or its authorized agents to perform its obligations under this Declaration, including, without limitation, obligations with respect to construction, maintenance, repair, or replacement for the benefit of the Common Area.

2.2.7 The right of the Association to establish, construct, maintain, repair and replace signs, maps, directories, and other similar improvements upon the Common Area.

2.2.8 The right of the Association to establish, construct, maintain, repair and replace facilities upon the Common Area including without limitation storage facilities and workshops, which may be necessary or convenient in the discharge of the Association's duties and the exercise of its rights under the Governing Documents.

2.3 Assignment of Rights of Use. Any Owner may assign his or her rights of use and enjoyment, including easements, in the Development to the members of his or her household, tenants, Contract Purchasers, guests, and invitees, subject to the terms of the Governing Documents. Upon the leasing or renting of a Lot, or upon occupancy of a Lot by a Contract Purchaser, the Owner shall be deemed to have assigned all such rights exclusively to the tenants or Contract Purchasers of such Lot except that such Owner shall continue to have an easement for ingress and egress to such Owner's Lot to the extent necessary to discharge of the Owner's obligations and rights as a landlord. Each Owner shall notify the Secretary of the Association of the names of any tenants or any such Contract Purchasers of such Owner's Lot. Each Owner, tenant, or Contract Purchaser shall also notify the Secretary of the Association of the names of all members of his or her household to whom such Owner, tenant, or Contract Purchaser has assigned any rights of enjoyment in the Development as provided herein and the relationship which each such person bears to such Owner, tenant, or Contract Purchaser. Any rights of enjoyment assigned pursuant to this section are subject to suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents. It is the express purpose and intent of the provisions of this section to limit the right of use and enjoyment of the Common Area to Residents and their guests.

2.4 Common Area Construction. Except as may be authorized by the Board, no person or entity other than the Association or its duly-authorized agents (a) shall construct, reconstruct, refinish, alter, or maintain any Improvement upon the Common Area, (b) shall make or create any excavation or

fill upon the Common Area, (c) shall change the natural or existing drainage of the Common Area, or (d) shall plant, remove, or destroy any seed, plant material, tree, shrub, or other vegetation upon the Common Area.

2.5 Mechanic's Liens. In the event there shall be Recorded against the Common Area a notice of mechanic's lien for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner or his or her Lot, such Owner shall immediately cause such lien to be discharged by payment, bond, or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying that unless the Owner causes the lien to be discharged within five (5) days from the date of such notice, the Board may cause the lien to be discharged. Within such five (5) day period, the Owner shall be granted a hearing before the Board regarding the validity of such lien and any offsets or defenses thereto. At that time, the Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Association or the other Owners. If the Board of Directors determines that the lien does adversely and improperly affect and encumber such rights and interests and that adequate protection of such rights and interests has not been provided, the Board may cause the lien to be discharged by payment, bond, or otherwise. The Board shall have the right to levy a Reimbursement Assessment against the Owner responsible for causing the lien to be discharged in an amount equal to all amounts paid by the Association together with interest thereon at the legal rate and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees.

### **ARTICLE 3 EASEMENTS**

---

3.1 Easements in General. In addition to all easements reserved and granted on the Subdivision Map and the easements specified in Article 2, there are hereby specifically acknowledged, reserved, and granted for the benefit of the Lots and the Owners in common and for each Lot and Owner severally, and for the Association, as their respective interests shall exist, the easements and rights of way as particularly identified in this article.

3.2 Association Utility Easements. Easements over and under the Development or any portion thereof for the installation, repair, maintenance, and replacement of (a) electric, telephone, water, gas, and sanitary sewer lines, meters, and facilities, (b) cable lines and facilities, (c) drainage facilities, (d) walkways, and (e) landscaping, as shown on the Subdivision Map, and as may be hereafter required or convenient to service the Development, are reserved by and shall exist in favor of the Association, together with the right to grant and transfer the same. Utilities installed for use of property located within the Development shall not be extended and/or exported outside of the Development for any purpose.

3.3 Easements Granted by Board. Subject to Section 12.7, the Board shall have the power to grant and convey to any person or entity licenses, easements and rights of way, in, on, over, or under the Common Area for the purpose of (a) constructing, erecting, operating, or maintaining thereon, therein, or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and (b) for any other purposes deemed by the Board to be appropriate and not inconsistent with the purposes and interests of the Association. Each purchaser, in accepting a deed to a Lot, expressly consents to such easements and rights of way. No such easements may be granted if they would unreasonably interfere with the use, occupancy, or enjoyment by an Owner or Resident of his or her Lot without the consent of the affected Owner of the Lot.

3.4 General Association Easements to Discharge its Duties. The Association shall have an easement in, on, over or under every Lot as necessary to (a) maintain and repair the Common Area, (b) perform maintenance upon a Lot which is not performed by its Owner as provided by Section 8.4 and Section 8.6, and (c) otherwise perform its obligations under this Declaration.

3.5 Encroachment Easements. Each Lot is hereby declared to have an easement over all adjoining Lots and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if such encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachment over adjoining Lots or Common Areas shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

3.6 Easements for the Benefit of Certain Property Outside of the Development. Pursuant to Section 3.1 of the Original Declaration, an easement exists over the private streets within the Development for the benefit of that portion of the property identified on Exhibit B to the Original Declaration that has not been annexed to the Development. The Association is entitled to be reimbursed by the owners of such property for their equitable share of the costs of maintenance and repair of the private streets, with such property subject to a lien for such costs.

The easement set forth above shall terminate with respect to any property annexed to the Development pursuant to this Declaration upon such annexation. Thereafter, such annexed property shall be benefitted and burdened by all easements established in this Declaration.

3.7 Golf Easements. A non-exclusive easement exists in favor of the Golf Course over all Lots (including the airspace above such Lots) to permit the doing of every act necessary and proper to the playing of golf on the Golf Course. This easement does not in any manner prohibit or control the construction, reconstruction, or maintenance of Improvements on the Golf Course Lots. The uses permitted by this easement include, without limitation: (a) the flight of golf balls through the air over Lots and the entry of golf balls upon or across Lots, and any Improvements located on Lots, as an incident to the reasonable use of the Golf Course; (b) the usual and common noise level created by the playing of the game of golf, including tournament play in which spectators and news media may be on or near the field of play, and which amplified sound systems may be used; (c) the noises from the maintenance repair, and mowing of the Golf Course; (d) overspray in connection with watering of the Golf Course; and (e) all other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the game of golf and the operation of the Golf Course.

#### **ARTICLE 4 USE RESTRICTIONS**

---

4.1 Residential Use. Except as specifically provided in Section 4.3, no Lot, or any portion thereof, shall be occupied or used for other than single-family residential purposes consistent with all applicable laws and ordinances, including any limitations on the number of occupants of a residence. Only one (1) Residence per Lot is permitted and only such Residence, and no other building or structure of any kind, may be used as a living area except with respect to "mother-in-law" quarters which are constructed and utilized in full compliance with the Governing Documents and all laws and ordinances. Except through

routes as designated under the Subdivision Maps, no ingress and/or egress from outside of the Development shall be permitted; said routes include the Common Area streets and emergency exits.

4.2 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any Owner or any person acquiring any interest in the Development or any part thereof seek any judicial partition thereof. Notwithstanding the preceding, if any Lot is owned by two (2) or more co-tenants as tenants in common or as joint tenants, this section shall not be deemed to prevent a judicial partition by sale as between such co-tenants.

4.3 Restriction on Businesses. No business of any kind shall be established, maintained, operated, permitted, or conducted within the Development except:

4.3.1 Professional and Administrative Occupations; Telecommuting. Those professional and administrative occupations, and telecommuting activities, as may be permitted by, and which are conducted in conformance with, all applicable governmental ordinances provided that there is no external evidence thereof, and further provided that the Board may, in its complete discretion, prohibit the conduct of any such activities which the Board determines to be incompatible with the nature and character of the Development or which, in the Board's opinion, may or does otherwise negatively impact the quality of life and property values within the Development.

4.3.2 Business Permitted by Law. Those other businesses which by law must be permitted to be conducted within the Development. The Board shall have the discretion to determine whether or not an activity is a business for the purposes of this Section 4.3.

4.4 Offensive Conduct, Nuisances, Noise. No noxious, harmful, or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Common Area and facilities thereon or the use and enjoyment of their Lots or Residences. Without limiting any of the foregoing, no Owner shall permit noise, including without limitation the barking of dogs or loud music, to emanate from the Owner's Lot, which would unreasonably disturb another Resident's enjoyment of his or her Lot or of the Common Area. Nothing in this section shall be construed to limit the Association's ability to discharge its duties in accordance with the Governing Documents or otherwise manage the Development. The Board of Directors shall have the discretion to determine whether a violation of this section has occurred, which determination shall be final and conclusive.

4.5 Use of the Common Area. All use of the Common Area is subject to the Governing Documents. No alterations or additions to the Common Area shall be made except as authorized by the Board pursuant to Section 2.4. Nothing shall be placed, kept, stored, or parked on the Common Area, by other than the Association, without the prior written consent of the Association. Without limiting the foregoing, no Owner shall place rubbish, debris, or other unsightly or unsanitary materials on the Common Area. Each Owner shall avoid causing damage to the Common Area. Nothing in this section shall be construed to limit the Association in conduct of its activities within the Development.

4.6 Requirement of Architectural Approval. Construction, installation, modification, or alteration of buildings, landscaping, outdoor structures, fences, awnings, outdoor lighting, and all other exterior Improvements are subject to approval pursuant to Article 9 of this Declaration.



4.7 Sports Apparatus. No sports apparatus, whether portable or fixed, including without limitation basketball standards, which are visible from (a) any Lot other than the Lot upon which it is installed or utilized, (b) any street within the Development, or (c) the Common Area, shall be permitted within the Development except in strict accordance with the following provisions:

4.7.1 Portable Sports Apparatus. Portable sports apparatus, including without limitation portable basketball standards, may be used on any Lot provided that the use of such portable sports apparatus shall be subject to all Rules as the Board may in its discretion adopt. Such Rules may include, without limitation, requirements that the apparatus be stored completely out of sight from outside of the Lot when not in use, limitations on the times of day during which such apparatus may be used, and regulations regarding the conduct and noise generated in the use of such apparatus.

4.7.2 Fixed Sports Apparatus. Fixed sports apparatus, including without limitation basketball standards, may be installed upon any Lot provided that architectural approval pursuant to Article 9 is first obtained. Use of such fixed sports apparatus shall be subject to all Rules as the Board may in its discretion adopt. Such Rules may include, without limitation, limitations on the times of day during which such apparatus may be used, and regulations regarding the conduct and noise generated in the use of such apparatus.

No sports apparatus, whether portable or fixed, including without limitation basketball standards, shall be erected, utilized, maintained, or permitted to be used on any street within the Development. Among other considerations, this restriction is expressly adopted to prevent the safety hazards created by the combination of vehicles traveling on the streets and the presence of such sports apparatus if they were permitted to be located or utilized on the streets.

As used in this section, the term "sports apparatus" does not include bicycles, skateboards, roller skates, roller blades or any other similar wheeled equipment, whether powered or unpowered, provided that the Board of Directors shall have the discretion to adopt Rules governing the use of such equipment.

4.8 Window Coverings. In no event shall windows be painted, nor shall aluminum foil, newspaper, tarps, bed sheets, cardboard or similar materials be placed in windows. All window coverings shall be maintained in good repair and condition at all times. All Owners are required to cover garage windows in accordance with this section within six (6) months of the date a certificate of occupancy for such Lot is issued.

4.9 Signs. No sign of any kind shall be displayed to the public view from any portion of the Development except that this restriction shall not apply to:

4.9.1 Signs required by legal proceedings;

4.9.2 Signs which by law cannot be prohibited;

4.9.3 A single sign of customary and reasonable dimension and design, complying with any applicable Rules and reasonably located on a Lot advertising the Lot for sale or rent;

4.9.4 Signs required for traffic control and regulation of streets or open areas within the Development as installed or approved by the Board; and

4.9.5 Such other signs as the Board may, in its discretion, approve. The Board may adopt limitations on such signs including restrictions on the size of the signs, the duration of their posting, and their location.

It is the express purpose and intent of this section to permit the Association's regulation of signs within the Development to the greatest extent permitted by law, including without limitation the imposition of time, place, and manner restrictions.

4.10 Antennas. No outside mast, tower, pole, antenna, or satellite dish shall be erected, constructed, or maintained within the Project except (a) those erected, constructed, or maintained by the Association, (b) those expressly approved by the Architectural Review Committee pursuant to Article 9, and (c) those specifically permitted by law. With respect to those masts, towers, poles, antennae, and satellite dishes specifically permitted by law, the Association shall have the authority to regulate their installation and maintenance to the greatest extent permitted by law. The Owner of each Lot shall be responsible for the repair and maintenance of any mast, tower, pole, antenna, or satellite installed by him or her within the Development and shall indemnify and reimburse the Association for all costs and expenses incurred by the Association in connection there with.

4.11 Trash Disposal. Trash, garbage, accumulated waste plant material and all other waste and refuse shall be deposited only in covered sanitary containers or recycling containers in accordance with the following provisions:

4.11.1 Except as provided in Section 4.11.2, the containers shall be maintained upon each Lot and shall be completely screened or otherwise concealed from view from the Common Areas, including without limitation the private streets.

4.11.2 The Board may adopt Rules regulating trash disposal and the placement of containers for trash collection. Such Rules may include without limitation specific periods of time during which containers may be placed for collection and specifications concerning the types of containers which may be used. Unless the Board adopts a Rule providing otherwise, containers may not be placed for collection earlier than one (1) hour before sunset on the day before collection and must be stored consistent with Section 4.11.1 by not later than 8:00 p.m. on the day of collection.

4.11.3 No Owner shall permit or cause any garbage, trash or other waste or refuse to be kept upon any portion of any Lot outside of the Residence or elsewhere in the Development, except in such containers.

4.12 Construction Materials, Construction Debris. No portion of the Development shall be used for the storage of building materials other than in connection with construction projects approved in accordance with Article 9. All construction debris shall be picked up and deposited daily in an appropriate container.

4.13 Vehicles and Parking.

4.13.1 Limitations Applicable to Specific Types of Vehicles.

4.13.1.1 No motorcycle, trailer, recreational vehicle, camper, camper shell, snowmobile, golf cart or water craft or vessel, shall be parked, kept, or permitted

to remain within the Development unless placed or maintained completely within an enclosed garage. Notwithstanding the preceding, the temporary parking of motorcycles, trailers, recreational vehicles, campers, snowmobiles and water crafts and vessels on the driveways or on the private streets shall be permitted for such short-term periods and purposes and subject to such regulations and limitations as the Board, in its discretion, deems appropriate.

4.13.1.2 No truck, van or other commercial vehicle shall be parked, kept or permitted to remain within the Development, unless placed or maintained completely within an enclosed garage, except (1) to the extent reasonably necessary to repair and replace any of the Improvements within the Development and in other similar situations, and (2) for the purpose of making deliveries, and in both instances subject to any Rules adopted by the Board which may include, without limitation, a limit on the time of day or days of the week when such vehicles may be present within the Development.

4.13.1.3 The term "truck, van or commercial vehicle" shall not include sedans or standard size pickup trucks and vans (with a manufacturer's gross vehicle weight rating of less than 11,500 pounds, and an unladen weight of less than 8,001 pounds), which are used for both business and personal uses, provided that any signs, equipment, or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. The term "truck, van or commercial vehicle" includes a vehicle otherwise meeting the above definition, that is equipped with bed-mounted storage accessories commonly called a "utility body" or "lumber rack".

4.13.2 Condition of Vehicles. No excessively loud vehicles and no vehicles (including, without limitation, scooters, motorcycles, or other motorized devices) emitting foul smelling or offensive exhaust fumes shall be operated within the Development. No dilapidated, unsightly, inoperable, or abandoned vehicle shall be parked, kept, or permitted to remain upon any area within the Development unless completely enclosed within a garage. The Board shall have the discretion to determine whether a vehicle is in violation of this section.

4.13.3 Vehicle Repairs. Maintenance and repairs to vehicles within the Development may be made only where (a) the vehicle being maintained or repaired is a vehicle owned by a Resident, (b) the maintenance and repairs, once started, are diligently conducted until completion, (c) the working area is kept in a neat and orderly condition and is contained completely within an enclosed garage, (d) no offensive odors emanate from the work, and (e) the work is conducted in accordance with any Rules regarding the same which the Board may adopt. The Board may adopt Rules further interpreting and implementing this provision including, without limitation, Rules concerning the times of day when such maintenance and repairs can be conducted and Rules establishing maximum time frames for the completion of such work.

4.13.4 Driveway Parking. In addition to any other restrictions of this Section 4.13, no vehicle shall be parked or stored on any Lot unless it is parked in an enclosed garage. Parking on other surfaces, including grass or dirt strips, is expressly prohibited. The Board

shall have the authority to determine whether a particular area is a driveway for the purposes of this restriction.

4.13.5 Guest Parking. Vehicles of guests shall not be parked anywhere in the Development, except as provided below:

4.13.5.1 Vehicles of guests may be parked wholly within the garage of the visited Resident or Owner.

4.13.5.2 Vehicles of guests may be parked on the driveway located on the Lot of the visited Resident or Owner, provided that no vehicle parked in any driveway shall protrude into the street. Guests must park in the Owner's driveway if the driveway space is vacant. Street parking may only be used for overflow parking.

4.13.5.3 Except with the written permission of the Board, which may be granted or withheld at the Board's sole discretion, vehicles of guests shall not be parked upon a driveway for a period in excess of seventy-two (72) continuous hours. Movement of a vehicle for the purpose of avoiding this seventy-two (72) hour restriction shall be ineffective for the purposes of this subsection.

4.13.6 Street Parking. No vehicles shall be parked on the private streets within the Development, except vehicles used in the construction of Improvements to a Lot may be parked on the private street adjacent to such Lot at such times as are reasonably necessary in connection with such construction, provided that all such parking shall be subject to Rules adopted by the Board. The Board may (but shall in no event be required to) allow exceptions to the preceding prohibition in such circumstances and subject to such conditions and limitations as the Board in its discretion shall deem appropriate. Without limiting the preceding, the Board may adopt rules permitting the temporary parking of vehicles on the private streets for short-term periods, provided that parking for a period in excess of seventy-two (72) hours shall require the specific permission of the Board and further provided that the Rules may contain such conditions and limitations as the Board in its discretion deems appropriate.

4.13.7 Vehicle Code Applies to Private Streets. All provisions of the Vehicle Code (the "Vehicle Code") of the State of California shall apply to all private streets within the Development, and may be enforced by the Association. The Vehicle Code shall apply to any operator of a vehicle, truck, motorcycle, scooter, recreational vehicle, golf cart or other vehicles operated on the private streets within the Development. Specifically, rules of the road per Division 11 of the Vehicle Code shall apply to include, but not be limited to, the requirement that all operators of motor vehicles must be licensed and adhere to speed regulations and posted traffic control signs within the Development.

4.13.8 Golf Carts. Residents may operate golf carts that meet all applicable government licensing requirements on the private streets within the Development for the purposes of traveling to and from the Golf Course. Residents who operate golf carts must possess a driver's license while operating a golf cart on the private streets within the Development. Additionally, golf carts that are not equipped with head lights may not be operated on the private streets within the Development when conditions are such that headlights would be

required by California law. The Board may adopt Rules regarding the operation of golf carts within the Development.

4.13.9 Motorized Scooters, Mopeds, Bicycles, etc. Residents may operate motorized scooters, mopeds, bicycles, or like vehicle that meet all applicable government licensing requirements on the private streets within the Development. The Board may adopt Rules regarding the operation of powered scooters, mopeds, bicycles, or the like, within the Development.

4.13.10 Enforcement. In order to prevent or eliminate parking problems within the Development, or to further define and enforce the restrictions contained in this section, the Board shall have the authority to adopt such further Rules and restrictions regarding vehicles and parking within the Development as the Board may deem prudent and appropriate. The Board shall also have the power to impose sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such authority and power shall include, without limitation:

4.13.10.1 The power and authority to cause the towing, at the vehicle owner's expense, of vehicles which are parked within the Development in violation of any of the provisions of the Governing Documents, provided that towing of vehicles of guests and other non-Residents of the Development shall be subject to the provisions of applicable law. Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents shall be assessed as a Reimbursement Assessment against the Lot Owner responsible or whose household members, tenants, Contract Purchasers, or guests are responsible for the presence of such vehicle.

4.13.10.2 The power and authority to fix and impose fines for violations of this section in accordance with Section 10.5.3 of the Declaration.

4.13.10.3 The power and authority to enforce any violation of the California Vehicle Code on any private street within the Development.

4.14 Garages and Driveways.

4.14.1 Each Owner shall keep the driveway on his or her Lot in a neat, orderly, sanitary, and safe condition, free from oil or other fluid stains.

4.14.2 All garages shall have garage doors, which shall be kept in good and attractive condition and repair. The garage door for the garage on each Lot shall remain closed except during the time required for the entry and exit of vehicles and individuals or when and only for as long as reasonably necessary to clean the garage or perform yard maintenance upon the Lot.

4.14.3 No garage or driveway may be converted into any use that would prevent its use for parking the number of vehicles the garage or driveway was originally designed to contain. All garages shall be kept clear to allow for the parking of vehicles and the Association shall enforce this requirement and may levy fines for violations thereof.

4.15 Outbuildings and Temporary Structures. No outbuilding, tent, shack, trailer, shed, cabana, temporary building, umbrella or similar building or structure, shall be located within the Development, except in strict compliance with the provisions of this Declaration, including Article 9. In no event shall any such building or structure be used as a living area. Without limiting the generality of its powers, the Architectural Review Committee shall have the discretion to prohibit oversized buildings or structures which are detached from the Residence on a Lot, such as detached recreational vehicle storage buildings.

4.16 Animals.

4.16.1 Household Pets. No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be raised, bred, or kept on any Lot or other portion of the Development except that a reasonable number of domesticated household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and they are maintained under reasonable control at all times, all in conformance with any County ordinances. Unless otherwise specified by the Board, the term "reasonable number" shall mean no more than three household pets. Each dog must be restrained on a leash held by a responsible person capable of controlling it whenever it is outside of its owner's Lot.

4.16.2 Owner's Responsibility for Pets. The owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such pet. The Board shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to pets, including without limitation fines for failure to remove and dispose of pet waste as required by this section. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be absolutely liable to the Association and all other persons for any injury or damage to persons or property caused by the animal brought upon or kept upon the Development by such person or by members of his or her household, tenants, guests, or invitees. Each Owner and Resident shall indemnify the Association and its officers, directors, and agents against any and all claims, damages, losses, demands, liabilities, and expenses, including but not limited to attorneys' fees, arising out of, or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner or Resident, members of his or her household, guests, tenants, or invitees.

4.16.3 Pet Rules. The Board may adopt and enforce Rules in addition to the provisions of this section. Such Rules may include, without limitation, regulations regarding the presence of pets on the Common Area and requirements that pets be registered with the Association. The Association shall have the right to prohibit the keeping of any animal which constitutes, in the sole and exclusive opinion of the Board, a nuisance or danger to any other person.

4.17 Rental of Lots/Residences.

4.17.1 Notification of the Board. The Owner shall notify the Association of the duration of the lease and shall provide the Association with (a) the names of the tenants, (b) the names of the members of the tenants' household, (c) the tenants' telephone numbers, and (d) such other information as the Board deems appropriate. The Association may, in its discretion, adopt a form for the provision of the information required by this subsection, together with an acknowledgment by the tenants that they have read, understand, and agree

to abide by the Governing Documents, which form shall be submitted to the Association for each rental of a Lot/Residence.

4.17.2 Owner Responsibility. Each Owner renting a Lot/Residence shall be strictly responsible and liable to the Association for the actions of such Owner's tenant in or about all Lots, Residences, and Common Area and for each tenant's compliance with the provisions of all Governing Documents. An Owner renting a Lot/Residence shall provide the tenant with copies of the Governing Documents and all subsequent amendments.

4.17.3 Association's Enforcement Rights. In the event a tenant's conduct involves damage or misuse of any Common Area or facilities on any Common Area or constitutes an unreasonable nuisance to Residents, the Association shall be entitled to maintain an eviction action against such tenant to the same extent as the Owner of the Lot/Residence, the Association being deemed to be a third-party beneficiary of any lease or rental agreement involving any Lot/Residence within the Development. The Association's right to maintain an eviction action shall arise only in the event that (a) the Association has given notice to the Owner detailing the nature of the infraction and the Owner has had a reasonable opportunity to take corrective action or to appear before the Board to present arguments as to why eviction by the Association is not necessary, and (b) the Owner has not prevented or corrected the actions of the tenant giving rise to the damage or nuisance.

4.17.4 Indemnification of Association. Every Owner of a Lot/Residence that is occupied by persons other than the Owner pursuant to a rental agreement or otherwise, agrees to and shall indemnify and defend the Association, its officers, directors, managers, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorneys' fees arising out of the conduct or presence of the occupants of the Lot/Residence upon the Development, including any such arising or alleged to have arisen out of the enforcement or nonenforcement by the Association of the Governing Documents against such occupants. Without limiting the generality of the foregoing, all costs, including attorneys' fees incurred by the Association to enforce the Governing Documents against such occupants, including eviction as provided herein, shall be reimbursed to the Association by the Owner, and may be assessed by the Association as a Reimbursement Assessment.

4.17.5 Requirements of Written Rental Agreement. Any rental of any Lot/Residence shall be only by written rental agreement which shall expressly provide (a) that it is subject to all of the provisions of the Governing Documents, (b) that the tenants of such Lot/Residence shall comply with all provisions of the Governing Documents, and (c) that any violation of any provisions of the Governing Documents shall constitute a breach and default of the terms of such rental agreement. Pursuant to Section 3.1 of the Bylaws, the rental agreement shall not attempt to, nor shall any such agreement be effective to, transfer membership in the Association to the lessee.

4.17.6 Minimum Rental Term. Any lease or rental agreement entered into between an Owner and a lessee or renter shall be for a minimum term of one (1) year, unless otherwise approved in the sole discretion of the Board.

4.17.7 Requirement of Inclusive Rental Agreement. No Owner may rent or hire any garage, accessory building, "mother-in-law" quarters, or similar improvement to anyone who does not have the right of possession of the entirety of the Residence on the Lot.

4.17.8 No Hotel-Like Services or Vacation Rentals. Without limiting Section 4.17.9, no rental of a Lot/Residence shall be permitted which contemplates or results in the provision of those services typically provided by a hotel or motel. Owners are prohibited from renting or leasing a Lot/Residence through vacation rental programs or other vacation rental platforms, including but not limited to, Airbnb, Vacation Rental by Owner ("VRBO"), and HomeAway.

4.17.9 Time-Share Arrangements. No Lot or Lots, Residence or Residences, or any portion thereof in the Development 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. The term "time sharing" as used herein shall be deemed to include, without limitation, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess any Lot or Lots or any portion thereof or Residence thereon in the Development 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. This section shall not be construed to limit the personal use of any Lot/Residence or any portion thereof in the Development by any Owner or his or her or its social guests.

4.18 Clotheslines. No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained upon any Lot where the same would be visible from the Common Area or any other Lot.

4.19 Mailboxes and Exterior Newspaper Tubes. Except for those which exist on the date this Declaration is Recorded, no mailboxes shall be erected or maintained on any Lot without the approval of the Architectural Review Committee in conformance with Article 9. No newspaper tubes shall be erected unless concealed in a constructed mailbox enclosure, subject to the approval of the Architectural Review Committee in conformance with Article 9.

4.20 Drainage. The drainage on a Lot may not be modified without the prior approval of the Architectural Review Committee in conformance with Article 9.

4.21 Playground Equipment. No playground or similar equipment may be installed on any Lot where the same is visible from the Common Area, Golf Course, or any other Lot.

4.22 Recreational Equipment and Other Personal Property. All recreational equipment or other personal property shall not be stored in areas that are visible from the Common Area, Golf Course, or any other Lot.

4.23 Holiday Decorations. Owners who install holiday decorations on their Lot shall remove the same no later than thirty (30) days following the holiday. All holiday decorations with musical or noise-emitting displays are prohibited. Inflatable holiday decorations or other holiday decorations exceeding six (6) feet in height are prohibited.



4.24 Initial Landscaping. Landscaping shall be completely installed on the front, sides, and backs of each Lot within six (6) months of the date a certificate of occupancy for such Lot is issued. All elevated Lots with sloping banks must be planted with landscaping adequate to control erosion and complement the overall character of the Development. Installation and alteration of landscaping is subject to the approval requirements of Article 9.

4.25 Power Equipment. Power equipment, including but not limited to lawn mowers, leaf blowers, generators, chippers, saws, and chainsaws, shall be operated by Owners, residents, tenants, or a contractor on a Lot only at reasonable hours. The Board may adopt Rules regulating the use, hours, and operation of power equipment.

4.26 Variances. The Board shall be authorized to grant reasonable variances from the provisions of Article 4 of this Declaration upon written application from any Owner provided that the Board determines, in its sole discretion, that the specific application of the restriction to such Owner will (a) cause substantial undue hardship to the Owner, or (b) fail to further or accomplish the common plan for the Development as contemplated by this Declaration. The Board shall have the power to limit any variance granted in scope or duration or otherwise impose such specific requirements as the Board may, in its complete discretion, see fit to require. The Board shall follow the following procedures in acting on any request for a variance:

4.26.1 The Board, in its sole discretion, shall make an initial determination of whether or not the variance request on its face meets the requirements set forth in this section. Where the Board deems it appropriate, the Board may, but shall not be required to, obtain the input of the Architectural Review Committee in considering the variance request. If the Board determines that the variance request does not meet the requirements set forth in this section, the variance request shall be denied and the Board shall so notify the applicant within thirty (30) days of the Board's decision. If the Board determines that the variance request does on its face meet the requirements set forth in this section, the procedures set forth in the remainder of this section shall be followed.

4.26.2 Provided the Board determines that the variance request does on its face meet the requirements set forth in this section, the Board shall conduct a hearing on the variance within sixty (60) days of the receipt of the written request for a variance. No decision regarding the request for variance shall be made until the conclusion of the hearing.

4.26.3 After the conclusion of the hearing, the Board shall, in its sole discretion, either grant or deny the request for variance in accordance with the standards set forth in this section. As more fully discussed above, if the Board grants the variance request, the Board may impose such conditions as the Board deems appropriate and shall so notify the applicant within thirty (30) days of the Board's decision.

---

## **ARTICLE 5 HOMEOWNERS ASSOCIATION**

---

5.1 Management and Operation. The Association, through the Board of Directors, shall manage and operate the Development in accordance with the applicable provisions of the Governing Documents and the applicable provisions of California law. The Association shall have all of the powers set forth in the Governing Documents together with general power to do any and all things that a nonprofit

mutual benefit corporation may lawfully do under the laws of the State of California, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

5.2 Membership. Every Owner shall be a Member of the Association and shall remain a Member thereof until such time as his or her Lot ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from ownership of a Lot and shall not be transferred, encumbered, pledged, alienated, or otherwise hypothecated in any way, except in connection with the sale or encumbrance of the Lot to which it is appurtenant.

5.3 Voting. Only Members in Good Standing shall be entitled to vote, and only one (1) vote shall be cast for each Lot, all as more particularly specified in the Bylaws.

5.4 Board of Directors. The affairs of the Association shall be managed by or under the direction of a Board of Directors. The number and qualifications of Directors shall be as established in the Bylaws, and the members of the Board shall be elected as provided in the Bylaws. The Board of Directors shall have all of the powers and duties set forth in any provision of the Governing Documents, including without limitation such powers and duties as may be expressly set forth in this Declaration.

5.5 Association Rules. The Board of Directors shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such rules and regulations, which shall be known as "Rules", as the Board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Association. The Rules may concern, but need not be limited to, matters pertaining to (a) use of the Common Area, (b) pets, (c) signs, (d) collection and disposal of refuse, (e) minimum standards for maintenance of property, (f) use of recreation facilities, if any, (g) parking and traffic regulations, (h) rental or leasing of Lots, and (i) any other subject matter within the jurisdiction of the Association as provided in the Governing Documents or by law.

5.6 Manager and Other Personnel. The Board of Directors shall have the power and authority to employ a manager and such other persons or entities as the Board shall deem appropriate to assist it in managing the Development and conducting the business and affairs of the Association, as more particularly set forth in the Bylaws.

5.7 Insurance. The Board shall procure and maintain liability insurance and property insurance as it shall deem proper and as more particularly set forth in the Bylaws.

5.8 Capital Improvements. The Board of Directors shall have the power and authority to provide for the construction, reconstruction, installation, or acquisition of capital improvements upon the Common Area, provided that in any fiscal year the aggregate expenditures for capital improvements shall not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year except upon the approval of at least a Simple Majority. This limitation shall not apply to the expenditure of any funds accumulated in a reserve fund so long as the expenditure is for the purpose for which the fund was established, nor shall it apply to any reconstruction governed by Article 7.

5.9 Sale or Transfer of Association Property. Subject to Section 5.10 and Section 12.7.1, the Board of Directors shall have the power to sell, transfer, lease or otherwise dispose of the Association's property, provided that the Board shall not, in any fiscal year, sell, transfer, or otherwise dispose of real property owned by the Association having an aggregate value in excess of twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year without approval of at least a Simple Majority.

5.10 Sale, Transfer, or Dedication of Common Area to Public Agency or Utility. The Board of Directors shall have the power to dedicate or transfer all or any part of the Common Area to a public agency, authority, or utility. No such dedication or transfer shall be effective unless it has been approved by Members holding at least two-thirds (2/3) of the Total Voting Power. This section shall not apply to easements and rights-of-way granted pursuant to Section 3.3.

5.11 Borrow Money. The Board of Directors shall have the power to borrow money in the name of the Association, provided that it obtains the approval of Members holding at least two-thirds (2/3) of the Total Voting Power.

5.12 Mortgage of Association Property. The Board of Directors shall have the power and authority to mortgage, pledge, encumber, or otherwise hypothecate the real and personal property of the Association for money borrowed or debts incurred by the Association, provided that it obtains the approval of Members holding at least three-fourths (3/4) of the Total Voting Power.

5.13 Mergers of Association Property. The Association may (a) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes as the Association, or (b) annex to the Development additional property acquired by the Association, provided that the approval of Members holding at least three-fourths (3/4) of the Total Voting Power (excluding the votes of the Declarant as that term is defined in Section 2.10 of the Original Declaration) is obtained. This section shall not apply to annexations to the Development pursuant to Section 12.8 (which specifies its own Member-approval requirements) of property not owned by the Association.

5.14 Dissolution. So long as there is any Lot, parcel or area for which the Association is obligated to provide management, maintenance, preservation or control, the consent of all Members must be obtained for the Association to (a) transfer all or substantially all of its assets, or (b) file a certificate of dissolution.

5.15 Operation of the Gatehouse. The gatehouse located at the entry of the Development may be staffed at the discretion of the Board of Directors. Notwithstanding the preceding, the gatehouse shall be staffed upon the vote of Members holding at least two-thirds (2/3) of the Total Voting Power until such time as Members holding at least two-thirds (2/3) of the Total Voting Power vote to terminate such staffing. In the event the gatehouse is staffed, either by the decision of the Board of Directors or the Members, the Board of Directors shall have the discretion to determine the manner, method, hours, and extent of such staffing and shall control the selection of the personnel and the procedures by which the gatehouse is operated.

5.16 Limitations of Liability. Neither the Association or its directors, officers, employees, agents or committee members (collectively and individually referred to as the "Released Party") shall be personally liable for damages or in equity to any of the Members, or to any other person, for any error or omission in the discharge of their duties and responsibilities or for their failure to provide any service required by the Governing Documents, even if such Released Party is negligent, provided that such Released Party has not acted in bad faith. This standard of care and limitation of liability shall extend, without limitation, to matters such as (a) the establishment of the Association's annual financial budget, (b) the funding of Association reserve accounts, (c) the discharge of the Association's maintenance, repair, and replacement obligations, (d) the enforcement of the Governing Documents, and (e) to any other fiduciary duties or responsibilities imposed by law or the Governing Documents.

5.17 No Liability for Golf Course. As indicated in Section 1.17, the Association does not own the Golf Course. Further, as set forth in Section 1.10, the Golf Course is not a part of the Development nor is it Common Area. The Association has no interest in, or responsibility whatsoever for, the Golf Course. Accordingly, neither the Association or its directors, officers, employees, agents or committee members or the Members shall be personally liable for damages or in equity to any person or entity with respect to any activity conducted on or connected with the Golf Course.

## **ARTICLE 6 ASSESSMENTS AND LIENS**

---

6.1 Covenant of Owner. Each Owner of a Lot within the Development, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (a) Annual Assessments, (b) Special Assessments, (c) Reimbursement Assessments, and (d) Enforcement Assessments, levied by the Association as hereinafter provided, together with all Additional Charges. Such deed or conveyance shall be deemed to vest in the Association the right and power to initiate all actions and procedures deemed necessary or appropriate by the Board for the collection of such Assessments and Additional Charges and for the enforcement of the liens hereinafter provided for.

Each Assessment levied by the Association under this article, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and assigns. Such obligation to pay Assessments and Additional Charges and the right and power of the Association to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of Record of any Lot shall, in turn, become liable to pay all such Assessments and Additional Charges assessed during the time he or she is Record Owner of such Lot. After an Owner transfers of Record any Lot he or she owns, he or she shall not be liable for any Assessments levied thereafter with respect to such Lot. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. A Contract Seller of any Lot shall continue to be liable for all Assessments and Additional Charges until a conveyance by deed of such Lot is Recorded.

6.2 Creation of Lien. Each Assessment levied by the Association pursuant to this Declaration, together with all Additional Charges, shall be a charge upon the land and upon levy shall be secured by a continuing lien upon the property against which such Assessment is levied. The Association shall have a separate lien and a separate lien is hereby created upon each Lot to secure the payment of any such Assessments and Additional Charges as may be levied under this Declaration. The lien provided for herein shall continue to secure all Assessments and Additional Charges levied upon any Lot notwithstanding the transfer of Record title to such Lot, and any such transfer shall be subject to the Association's lien, provided that, prior to such transfer, a Notice of Delinquent Assessment has been Recorded as provided in this Declaration and by law. The priority of all such liens on each Lot shall be in inverse order so that upon the foreclosure of the lien for any particular charge on any Lot, any sale of such Lot pursuant to foreclosure of the lien will be made subject to all liens securing the respective monthly Assessments and Additional Charges on such Lot for succeeding months.

6.3 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively for (a) managing and operating the Development, (b) conducting the business and affairs of the Association, (c) promoting the recreation, health, safety, welfare, benefit, and interests of the Owners in relationship to the Development, (d) improving and maintaining the Common Area and, to the extent provided for in the

Governing Documents or by law, the Lots situated within the Development, (e) enforcing the Governing Documents, and/or (f) otherwise benefitting the Owners.

6.4 Authority of the Board. The Board shall have the power and the duty to levy Annual and Special Assessments sufficient to meet the Association's obligations under the Governing Documents and applicable law.

6.5 Annual Assessment.

6.5.1 Calculation of Estimated Requirement. Not less than thirty (30) days nor more than ninety (90) days prior to the beginning of each fiscal year, the Board shall complete and distribute to all Owners an estimate of the funds required by the Association for such fiscal year to (a) manage, administer, operate, and maintain the Development, (b) conduct the affairs of the Association, and (c) perform all of the Association's duties in accordance with this Declaration. Such estimate shall include a reasonable amount allocated to contingencies and to a reserve fund for the restoration, repair, and/or replacement of those components for which the Association is responsible and which must be repaired or replaced on a periodic basis.

6.5.2 Allocation of Annual Assessment. The Board shall allocate and assess the amount of estimated required funds equally among the Lots by dividing the amount by the number of Lots.

6.5.3 Payment of Annual Assessments. Unless the Board shall designate otherwise, Annual Assessments shall be levied on an annual basis and shall be paid in twelve (12) equal monthly installments during the fiscal year, and each installment shall be due and payable on the first day of each month. The Board may, but shall not be obligated to, establish a discount for the prepayment of Annual Assessment installments. Such discount shall not exceed ten percent (10%) and shall be subject to such terms and conditions as the Board deems appropriate.

6.5.4 Increases in Annual Assessment. Pursuant to California Civil Code Section 5605, except as otherwise provided by law, the Board shall not increase the Annual Assessment for any fiscal year above the amount of the Annual Assessment for the preceding fiscal year by more than the maximum amount permitted by law, except upon the affirmative vote or written consent of a majority of Members voting on any such increase in the Annual Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of the Association, notwithstanding any lower quorum requirement which may be set forth in the Bylaws.

6.6 Special Assessments.

6.6.1 Purpose of Special Assessments. If at any time during any fiscal year the Annual Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof or the unexpected repair, replacement, or reconstruction of Improvements located in the Development, or if funds are otherwise required for any authorized activity of the Association, the Board may levy a Special Assessment in the amount of such actual or estimated inadequacy or cost.

6.6.2 Allocation of Special Assessments. Special Assessments shall be allocated and assessed among the Lots in the same manner as Annual Assessments.

6.6.3 Approval of Special Assessments. Except in the case of an emergency situation as defined in California Civil Code Section 5610, in any fiscal year the Board may not levy Special Assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, except upon the affirmative vote or written consent of a majority of the Members voting on any such Special Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of the Association, notwithstanding any lower quorum requirement which may be set forth in the Bylaws.

6.7 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and his or her Lot (a) if a failure by such Owner, or any person or pet for whom the Owner is responsible, to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Association to deal with such lack of compliance or to bring such Owner or his Lot into compliance, or (b) in the event that the Association has expended funds performing emergency repairs as authorized by this Declaration or for any other reasons specifically authorized by the provisions of this Declaration. A Reimbursement Assessment shall include any costs, including attorneys' fees, incurred by the Association, including costs of collecting from an Owner any amount which the Owner is obligated to pay to the Association. A Reimbursement Assessment shall be due and payable to the Association when levied.

6.8 Enforcement Assessments. The Board may levy an Enforcement Assessment (and any fine imposed by the Board in accordance with the provisions of the Governing Documents shall be deemed to be such an Enforcement Assessment), for violation of any of the provisions of the Governing Documents. Any Enforcement Assessment shall be due and payable to the Association when levied.

6.9 Failure to Fix Assessments. The failure or omission by the Board to fix or levy any Annual Assessment provided for by the terms of this Declaration before the expiration of any fiscal year, for that fiscal year or the next fiscal year, shall not be deemed either a waiver or a modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay Assessments or any installment thereof for that or any subsequent year, but the amount of the Annual Assessment fixed for the preceding fiscal year shall be the amount of the Annual Assessment for the ensuing fiscal year until a new Annual Assessment is levied.

6.10 Offsets. All Assessments levied by the Board shall be payable in the full amount specified, including any Additional Charges imposed as provided by the terms of this Declaration, and no offsets against any such amounts shall be permitted for any reason whatsoever, including without limitation a claim that the Association has failed to properly exercise its duties of maintenance or enforcement.

6.11 Delinquent Assessments. Any installment or other portion of an Assessment not paid within fifteen (15) days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other Additional Charges. The Board, on behalf of the Association, may enforce the payment of any delinquent Assessment plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same, or by foreclosing the lien against the Owner's Lot by judicial or non-judicial foreclosure, except as prohibited by law. Except as prohibited by law, upon any delinquency in payment, the Association may, at its option, declare the entire balance of all sums then due or to become due from the Owner, immediately due and payable, which total

sum may then be included in any suit, action, or other procedure initiated to collect such sums, including all Additional Charges. The Board may commence any procedure for the collection of delinquent Assessments upon its own decision. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive.

6.12 Power of Sale. Each Owner does hereby appoint the Association as trustee to enforce and to foreclose any lien which is established pursuant to the terms of this Declaration, by private power of sale, as provided in Division III, Part 4, Title 14, Chapter 2, Article 1, of the California Civil Code, and does further grant to the Board of Directors, on behalf of the Association, the authority and power to sell the Lot of such Owner in the event of any default in payment of any Assessments or Additional Charges levied against such Lot, for lawful money of the United States, to the highest bidder, to satisfy such lien, except as prohibited by law. The Association or any Owner may purchase the Lot at the sale.

6.13 Certificate of Satisfaction and Release of Lien. Upon payment in full of a delinquent Assessment, including any Additional Charges, or the satisfaction thereof, the Board shall Record, in the same manner as the Notice of Delinquent Assessment, a further certificate stating the satisfaction thereof and the release of the lien.

6.14 Priority. Except as otherwise expressly provided by law, the lien securing each of the Assessments provided for under this article shall have priority as of the date of Recording of the original declaration applicable to the Development over all other liens and encumbrances applicable to the Lots. Notwithstanding the preceding, a lien for Assessments which have become due and payable prior to the sale of a Lot pursuant to a decree of foreclosure of a First Mortgage, or pursuant to a power of sale contained in any such First Mortgage, shall be subordinate to the lien of any First Mortgage Recorded against the Lot. Such foreclosure sale shall not relieve the Lot from liability for any Assessments and Additional Charges thereafter becoming due, nor from the lien of any subsequent Assessment.

6.15 Owner Assignment of Rents. Each Owner hereby presently assigns to the Association, absolutely and regardless of possession of the Lot, all rents, and other monies now due or which may hereafter become due under any lease, agreement or otherwise for the use of occupation of any or all parts of any Lot owned by the Owner, now existing or hereafter made, for the purpose of collecting all Assessments due the Association pursuant to this Declaration which are in default. The Association hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such lease or agreement as they become due and payable, provided that the Association at its sole discretion, may revoke such authority at any time, upon written notice to the Owner of a default in the payment of any Assessment due hereunder. Upon revocation of such authority the Association may, pursuant to court order or by court-appointed receiver, collect and retain such monies, whether past due and unpaid or current. The Association's rights under this section shall be subordinate to the rights of any First Mortgagee.

6.16 Association Funds. All Association accounts shall be maintained in one or more banks or other depositories selected by the Board, which accounts shall be clearly designated as belonging to the Association. The Assessments collected by the Association shall be properly deposited into such accounts. The Assessments collected by the Association shall be used for the purposes set forth in Section 6.3.

6.17 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this article, the benefit of any homestead or exemption laws of the State of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms of this article.

6.18 Property Exempt from Assessments. The following property subject to this Declaration shall be exempt from the Assessments, Additional Charges, and liens created herein:

6.18.1 All property dedicated to and accepted by the County or other local public authority and devoted to public use.

6.18.2 Any Lot which is owned by the Association as a result of the Association having acquired such Lot through foreclosure. Such exemption shall be applicable only during the period in which the Association is the Owner of such Lot.

6.18.3 All Common Area.

## **ARTICLE 7 DAMAGE OR DESTRUCTION; CONDEMNATION**

7.1 Damage to or Destruction of Improvements to Association Property. In the event of damage to or destruction of any Improvement to the Common Area or to any other real property owned by the Association, the Board of Directors shall, in its discretion and based upon considerations such as the existence of insurance proceeds from insurance coverage for such damage or destruction and the frequency of use of the Improvement, determine whether to repair or replace the damaged or destroyed Improvement. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the costs of repair or replacement of the damaged or destroyed Improvement, and if the Board elects to repair or replace the Improvement, the Association may levy a Special Assessment against the Members as provided in this Declaration to cover the additional cost of the repair or replacement not covered by the insurance proceeds. If the Board elects not to repair or replace the Improvement, the applicable insurance proceeds shall be used in the manner consistent with the purposes of the Association and as determined by the Board.

7.2 Damage to or Destruction of Improvements to Lots. In the event of damage to or destruction of the Improvements on any Lot, the Owner of such Lot shall (a) completely repair or rebuild the Improvements to the same state as they existed prior to such damage or destruction or in any other manner approved by the Architectural Review Committee in accordance with Article 9, or (b) completely remove all remaining portions of such damaged or destroyed Improvements. Such repair, rebuilding, or removal shall be commenced within a reasonable time, which shall in no event exceed one (1) year after the occurrence of the damage or destruction and shall be completed within one (1) year after the date of commencement unless a longer period is agreed to in writing by the Board.

7.3 Condemnation of Common Area. If at any time all or any portion of any Common Area, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the entire compensation or award in condemnation, to the extent such award is not apportioned among the Owners by court judgment or by agreement among the condemning authority, the Association and each of the affected Owners, shall be paid to the Association and shall be used in the manner determined by the Board, provided that such use shall not be inconsistent with the purposes of the Association. The Association shall represent the interests of all Owners in any proceedings relating to such condemnation to the extent such Owners have any interest in the Common Area.

7.4 Condemnation of Lots. If an entire Residence or Lot, or so much thereof as to render the remainder unfit for use as a residence, is condemned or taken for a public or quasi-public use, pursuant to



any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the Owner's membership in the Association shall terminate as of the last day of the month in which the condemnor obtains the right to possession, or upon Owner's vacating the premises, whichever occurs last. If only a portion of such Residence or Lot is taken and the remainder is fit for use as a Residence, the Owner shall continue to be a Member of the Association. In any condemnation action involving an Owner's Residence or Lot, the Association shall have the right to seek compensation for any damages incurred by the Association.

## **ARTICLE 8 MAINTENANCE OF PROPERTY**

---

8.1 Association Responsibilities. The Association shall have the following maintenance responsibilities:

8.1.1 Common Area. The Association shall maintain, repair, and replace the Common Area and all facilities, landscaping and other Improvements thereon, including without limitation the gatehouse, gates, private streets, and the tennis courts, playground, and related facilities, keeping such property in good condition and repair. Notwithstanding the preceding, the Board may, in its discretion, eliminate any such Improvement. In deciding whether to eliminate an Improvement, the Board shall take into consideration the level of use of the Improvement by Residents, the cost of maintaining the Improvement and the overall financial condition of the Association.

8.1.2 Other Association Property. The Association shall maintain, repair and replace all other real and personal property that may be acquired by the Association, keeping such property in good condition and repair.

8.1.3 Contribution to Sewer Lift Station Operating Costs. Pursuant to an agreement with the City of Redding, the Association has an obligation to contribute funds towards the operating costs of the sewer lift station serving the Development. The Association shall make such contributions pursuant to such agreement for so long as such agreement obligates the Association to do so. Nothing in this Section 8.1.3 shall limit the Association's ability to seek modifications of the agreement or demand that other parties making use of the sewer lift station contribute to the cost of its operation.

8.1.4 Emergency Fire Easements. The Association shall have the power (in the discretion of the Board), but not the obligation, to maintain emergency fire easements and other similar emergency easements as they may from time to time exist throughout the Development. The Board shall have the sole discretion to determine the nature, extent, and timing of such maintenance.

8.2 Owner Responsibilities. Each Owner shall be solely and exclusively responsible for the maintenance, repair, and replacement of his or her Lot and all Improvements thereon, and shall keep the same in good and attractive appearance, condition, and repair. Each Owner's obligations shall include, without limitation, the following:

8.2.1 Residence and Other Buildings. Each Owner shall maintain the Residence and other buildings located on his or her Lot, including without limitation the garage door, in good and attractive appearance, condition, and repair. Without limiting the foregoing, the

Residence and all other buildings located on a Lot must be repainted or otherwise refinished on a regular basis so as to ensure that the exterior appearance is good and attractive. The Board may determine when such repainting or refinishing is necessary and, pursuant to Section 8.4, may instruct the Owner of the Lot in question to perform such repainting or refinishing.

8.2.2 Landscaping. Each Owner shall maintain the landscaping on his or her Lot in a neat and attractive condition. The grass on each Lot shall be mowed on a regular basis. No weeds, underbrush or any other unsightly growth shall be permitted to grow or remain on any Lot. No refuse pile or unsightly object shall be permitted on any Lot. Roadside shoulders shall be maintained with an adequate level of rock or gravel as determined by the Board. The Board is specifically empowered to adopt Rules regarding the care of landscaping on Lots including without limitation Rules governing the maximum height of grass, bushes, and other landscaping elements.

Each Owner is responsible for the maintenance of their landscaping even when their Lot is unoccupied. The Owner must leave water and electricity on during the Owner's absence in order to ensure automatic watering for landscapes, or otherwise ensure that the landscaping is maintained according to the standards in this Development during an Owner's absence from the Lot.

8.2.3 Fences. Each Owner shall maintain, repair and replace the fences located on his or her Lot, keeping the same in good and attractive condition and repair.

8.2.4 Utility Connections. Utility lines and connections, including without limitation, water, sewer, electrical, cable television, telephone, and gas lines, which are located on, under, or over any Lot and which provide service to the Residence or other Improvements located upon such Lot, shall be maintained, repaired, and replaced by the Owner of such Lot or by the utility company providing such service. Owners are responsible for restoring the Common Area if the repairs to the utility service that serves their Residence results in alteration of the Common Area. Utilities installed for use of property located within the Development shall not be extended and/or exported outside of the Development for any purpose.

8.2.5 Drainage. Each Owner shall be responsible for proper drainage from his or her Lot, including without limitation the prevention of unreasonable run-off into the streets. Each Owner shall keep the swale area of his or her Lot clear of debris or other matter that would inhibit proper drainage to storm drains.

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

8.4 Owner Failure to Maintain. The Board shall have the discretion to determine whether any maintenance, repair, or replacement which is the responsibility of an Owner, including without limitation the landscaping maintenance requirements of Section 8.2.2, is necessary to preserve the appearance and value of the property comprising the Development and may notify an Owner of the work the Board deems necessary. In the event an Owner fails to perform such work within thirty (30) days after notification by

the Board to the Owner, the Board may, after written notice to the Owner and the right of a hearing before the Board in accordance with Section 8.1.4 of the Bylaws, cause such work to be done, including without limitation the cleanup of any yard areas, and charge the cost thereof to the Owner as a Reimbursement Assessment.

8.5 Owner Liability. In the event the need for any maintenance, repair, or replacement by the Association is caused by the willful or negligent act or omission of an Owner, members of any Owner's household, or an Owner's tenants, Contract Purchaser, guests, invitees, or household pets, the cost of such maintenance, repair, or replacement, including the cost of materials, labor, supplies, and services shall be charged to, and paid by, such Owner in the form of a Reimbursement Assessment.

8.6 Authority for Entry of Lot. The Association or its agents may enter any Lot, whenever such entry is necessary, in the Board's sole discretion, in connection with the performance of any maintenance, repair, construction, or replacement for which the Association is responsible for, which it is authorized to perform, including without limitation the authorization provided in Section 8.4. Although under no obligation to do so, the Board, in its complete and sole discretion, may enter or may authorize the Association's agents to enter any Lot to effect emergency repairs where such repairs are necessary for safety reasons or to prevent or discontinue damage to the entered Lot, any other Lot, or the Common Area. The cost of performing any such emergency repairs shall be charged to the Owner as a Reimbursement Assessment. Such entry shall be made with as little inconvenience to the Residents as practicable and only upon reasonable advance written notice of not less than twenty-four (24) hours, except in emergency situations.

8.7 Association Liability. The Association shall not be responsible or liable for any maintenance, repair, or replacement of a Lot or any Improvement thereon, except to the extent that the need for such maintenance, repair, or replacement results from the negligence of the Association, its employees, contractors, or agents.

8.8 Board Discretion. The Board shall have the discretion to determine the manner, method, extent, and timing of the performance of any and all maintenance, repair and replacement obligations imposed upon, or authorized to be conducted by, the Association pursuant to this article.

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

## **ARTICLE 9 ARCHITECTURAL CONTROL**

---

9.1 Submission of Plans and Specifications. Except for Improvements made or constructed by or on behalf of the Association, no Improvements including without limitation landscaping, Residences, buildings, fences, walls, obstructions, balconies, screens, patio covers, awnings, swimming pools, spas or other structures of any kind, shall be commenced, located, erected, painted, or maintained within the Development, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same shall have been submitted to and approved by the Architectural Review Committee as to (a) quality of workmanship and design, (b) harmony of external design in relation to the nature and character of the Development and the Improvements thereon, and (c) location in relation to surrounding structures, topography, finished grade elevation.

9.2 General Design Standards. The following general design standards shall apply:

9.2.1 Type and Character of Design. Exterior design of all the Improvements of any kind or nature on any Lot shall be compatible with the overall atmosphere of the Development. Approval of such exterior design shall be in the discretion of the Architectural Review Committee, subject to the review of the Board. Log cabin-style homes are specifically prohibited.

9.2.2 Home Size. Each one-story Residence shall have a total floor area (excluding roofed or unroofed porches, terraces, garages, carports, or other outbuildings) of not less than 2,400 square feet. Each two-story Residence shall have a total floor area (excluding roofed or unroofed porches, terraces, garages, carports, or other outbuildings) of not less than 3,300 square feet.

9.2.3 Roofs. In addition to any general requirements set forth in Section 9.1 and Section 9.2.1, roofs shall conform to the following requirements:

9.2.3.1 All roofs shall consist of neutral colored clay or concrete tile or tile consisting of materials that successfully simulate the same as determined by the Architectural Review Committee subject to the review of the Board, provided that under no circumstances shall the roofs consist of wood shakes, wood shingles, metal, or composition roofs of any kind.

9.2.3.2 Roofs shall have a minimum pitch of six (6) feet in twelve (12) feet and a maximum pitch of twelve (12) feet in twelve (12) feet.

9.2.4 Other Structures. All outbuildings and other structures on a Lot, including without limitation those referred to in Section 4.15, must be finished with materials substantially identical to (as determined by the Architectural Review Committee) the materials utilized on the Residence on the same Lot. The preceding requirements shall apply to all exterior surfaces, including without limitation the roof of the outbuilding or other structure.

9.2.5 Governmental Requirements. All Improvements shall be constructed, painted, and altered in compliance with all applicable governmental laws, regulations, and ordinances in addition to the provisions and standards of this Declaration, including without limitation those required by the Architectural Review Committee.

9.2.6 Restrictions and Architectural Rules. All Improvements must comply with the provisions of this Declaration (including, without limitation, those specified in Article 4) and with the Architectural Rules. Each Owner is responsible for obtaining copies of, reading, understanding, and complying with the Declaration and the Architectural Rules.

9.2.7 Fines. Without limiting any other enforcement action which may be taken, fines may be imposed against Owners who fail to comply with the general design standards set forth in this section.

9.3 Establishment of Architectural Review Committee.

9.3.1 Except as provided in Sections 9.3.2 and 9.3.3 below, the Board shall appoint an Architectural Review Committee consisting of, in the Board's discretion, three (3) to five (5) Members, who shall serve at the pleasure of the Board. The Board shall have the power, in its complete discretion and either with or without cause, to remove any member of the Architectural Review Committee. In the event of death, resignation, or removal of any member of the Architectural Review Committee, the Board shall have the full authority to designate a successor.

9.3.2 The Board may, in its discretion, elect to act as the Architectural Review Committee without appointing the separate committee provided for in Section 9.3.1.

9.3.3 If a duly-constituted Architectural Review Committee is not in existence, or if the Board elects to act as the Architectural Review Committee, the Board shall act as the Architectural Review Committee in accordance with the terms of this article.

9.4 Duties. It shall be the duty of the Architectural Review Committee to consider and act upon proposals or plans submitted to it, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.

9.5 Meetings. The Architectural Review Committee shall meet as necessary to properly perform its duties hereunder. Every act done or decision made by a majority of the members of the Architectural Review Committee shall be the act or decision of the Architectural Review Committee. The Architectural Review Committee shall keep and maintain a record of all actions taken by it at such meetings or otherwise. The Architectural Review Committee and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Architectural Review Committee function.

9.6 Architectural Rules. The Architectural Review Committee may, from time to time, and subject to the Board's approval, adopt, amend, and repeal rules and regulations to be known as Architectural Rules. The Architectural Rules shall interpret and implement the provisions of this article by setting forth the standards and procedures for Architectural Review Committee review and guidelines for architectural design, landscaping, fencing, placement of Residences and other structures, color schemes, exterior finishes and materials, and similar features which are recommended for use in the Development; provided, however, that the Architectural Rules shall not be in derogation of the minimum standards required by this Declaration. The Architectural Rules may also impose limits on the days and hours of construction and impose any other restrictions and regulations which the Board deems appropriate to limit the impact of construction activities on the Residents. In its discretion, and subject to the Board review provisions of Section 9.12, the Architectural Review Committee may grant variances from specific Architectural Rules subject to such terms and conditions as it deems appropriate.

9.7 Application. Any Owner proposing to perform any work of any kind whatever, which requires prior approval pursuant to this article, shall apply for approval by notifying the Association, in writing, of the nature of the proposed work and furnishing such information and documentation as the Architectural Review Committee or Board may require, including without limitation samples of proposed paints and other finish materials in such sizes and formats as the Architectural Review Committee or the Board may deem appropriate. In accordance with Section 10.5.3, and in addition to any other remedies the Association may have, the Board may impose a fine against any Owner who fails to obtain the

approval required by this article prior to proceeding with any Improvement, or any alteration to an existing Improvement, for which approval is required pursuant to this article. Any Owner who makes any Improvement without first obtaining the approval required by this Article 9 shall completely remove such Improvement and otherwise restore his or her Lot to the condition in which it existed prior to the commencement of the Improvement in question, unless otherwise specified by the Board in its complete discretion.

9.8 Fees. The Architectural Review Committee may charge a reasonable fee or fees for its review of architectural or landscaping applications, drawings, plans, and specifications which may include the cost of retaining outside consultants including but not limited to architects, engineers, soils experts, or contractors. The Association, through the Architectural Review Committee, may charge a reasonable fee or fees related to construction within the Development. Without limiting the foregoing, and to assure compliance with the Governing Documents, Owners shall deliver to the Architectural Review Committee a Compliance Deposit. This non-interest-bearing deposit shall be held by the Association until the final sign-off by the Architectural Review Committee that construction and landscaping has been completed as required by all approved plans. All or a portion of the deposit may be retained by the Association if construction and landscaping is not completed as per approved plan or for non-compliance of the Governing Documents.

9.9 Grant of Approval. The Architectural Review Committee shall grant the requested approval only if:

9.9.1 The Owner shall have complied with the provisions of Section 9.1 and Section 9.2 above;

9.9.2 The Architectural Review Committee shall find that the plans and specifications conform to both (a) this Declaration, and (b) the Architectural Rules in effect at the time such plans were submitted to the Committee, unless a variance is granted from such Architectural Rules pursuant to Section 9.6; and

9.9.3 The Architectural Review Committee shall determine that the proposed Improvements would be consistent with the standards of the Development and the purposes of this Declaration as to quality of workmanship, design, and materials, as to harmony of exterior design with the existing structures, and as to location with respect to topography and finished grade elevations.

9.10 Form of Approval. All approvals and denials of requests for approval shall be in writing except as provided in Section 9.11. The Architectural Review Committee may approve a request for approval subject to the Owner's consent to any modifications made by the Architectural Review Committee. If the Owner does not consent to the modifications, the request for approval shall automatically be denied in its entirety. Unless earlier affirmed, reversed, or modified by the Board as provided in Section 9.12, any approval or approval with modifications shall become effective on the fifty-first (51st) day following the date of such approval. Any denial of a request for approval shall include (a) an explanation of why the request for approval was denied, and (b) a description of the procedure for Board review of the denial as set forth in this article and any applicable Architectural Rules.

9.11 Time for Architectural Review Committee Action. The Architectural Review Committee shall act on a request for approval within forty-five (45) days from the date of receipt thereof by the Architectural Review Committee. Any request for approval which has not been acted on by the

Architectural Review Committee within the preceding period of time shall be deemed approved. The Architectural Review Committee may request additional information to facilitate its review of any application. The preceding period of time of forty-five (45) days for approval shall toll from the date of any such request for additional information to the date that all requested information is received by the Architectural Review Committee. The Owner requesting approval shall have the burden of establishing the date of receipt of the request for approval by the Architectural Review Committee by evidence in the form of either a copy of such request for approval date-stamped by the Association or by a return receipt provided by the U.S. Postal service acknowledging that such request for approval was delivered to the Association.

9.12 Board Review. This section shall only apply if there is a duly organized Architectural Review Committee, and shall not apply if the Board is acting in the capacity of an Architectural Review Committee pursuant to Section 9.3.2 or Section 9.3.3. The Architectural Review Committee shall promptly submit a copy of its findings and determinations to the Board which shall then have forty-five (45) days from the date of the approval or denial of the request for approval to review, upon its own initiative, the action of the Architectural Review Committee. The Board may also review the action of the Architectural Review Committee at the request of the Architectural Review Committee or any Member, and shall review the action, in an open meeting, if requested by the Owner submitting the request for approval, provided that any such request shall be presented to the Board within ten (10) days from the date of the approval or denial of the request for approval by the Architectural Review Committee. If a review is conducted by the Board, (a) it shall take place during an open meeting of the Board, (b) the Board may affirm, reverse or modify the decision in its discretion and in accordance with the provisions of the Governing Documents, and (c) the Board shall notify the applicant in writing of the Board's decision within fourteen (14) days following the review.

9.13 Commencement. Upon receipt of approval pursuant to this article, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all installation, construction, reconstruction, refinishing, alterations, and excavations pursuant to such approval, commencement to occur, in all cases, within ninety (90) days from the effective date of such approval or upon such later date as the Board may in its discretion designate. If the Owner shall fail to comply with this paragraph, any approval previously given shall be deemed revoked unless the Board, upon written request of the Owner made prior to the expiration of the time for commencement, extends the time for such commencement. No such extension shall be granted except upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted.

9.14 Completion. The Owner shall, in any event, complete the installation, construction, reconstruction, refinishing, or alteration of any Improvement, within one (1) year after commencing construction thereof, except and for as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his agents. Notwithstanding the preceding, the Board may designate a shorter period for completion if the Board, in its complete discretion, determines that the nature of the project involved can reasonably be completed in such shorter period. If an Owner fails to comply with this section, the Board shall proceed in accordance with the provisions of Section 9.15, below, as though the failure to complete the Improvements was a non-compliance with approved plans.

9.15 Inspection. Inspection of work and correction of defects therein shall proceed as follows:

9.15.1 Upon the completion of any installation, construction, reconstruction, alteration, or refinishing of the exterior of any Improvements, or upon the completion of any other

work for which approved plans are required under this Article, the Owner shall give written notice thereof to the Architectural Review Committee.

9.15.2 Within sixty (60) days after the receipt of such written notice in Section 9.15.1 or the expiration of the period for completion in Section 9.14, the Architectural Review Committee, or its duly authorized representative, may inspect such Improvement to determine whether it was installed, constructed, reconstructed, altered, or refinished to substantial compliance with the approved plans. If the Architectural Review Committee finds that such installation, construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying particulars of non-compliance and shall require the Owner to remedy such non-compliance.

9.15.3 If the Owner shall have failed to remedy such non-compliance upon the expiration of thirty (30) days from the date of such notification, the Architectural Review Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged non-compliance. The hearing shall be noticed and conducted in accordance with Section 8.1.4 of the Bylaws.

9.15.4 At the hearing the Owner, the Architectural Review Committee and, in the Board's discretion, any other interested person, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Board shall determine whether there is a non-compliance, and, if so, the nature thereof. If a non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period determined in the discretion of the Board. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may (a) remove the non-complying Improvement or remedy the non-compliance and all expenses incurred in connection therewith shall be assessed against the Owner as a Reimbursement Assessment, and/or (b) exercise any of the enforcement rights specified in Section 10.5.

9.15.5 If, for any reason, the Architectural Review Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of a notice of completion from the Owner, the Improvement shall be deemed to be in accordance with the approved plans. The Owner shall have the burden of establishing the date of receipt of the notice of completion by the Architectural Review Committee by evidence in the form of either a copy of such notice date-stamped by the Association's office or by a return receipt provided by the U.S. Postal service acknowledging that such notice was delivered to the Association.

9.16 Non-Waiver. The approval by the Architectural Review Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Review Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

9.17 Liability. Neither the Board, the Architectural Review Committee nor any member or representative thereof shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (b) the construction or performance of any work, whether or not



pursuant to approved plans, drawings, and specifications; or (c) the development of any property within the Development; provided, however, that the Architectural Review Committee, the Board or any member or representative thereof has acted in good faith on the basis of such information as may be possessed by it or him. Without in any way limiting the generality of the foregoing, the Architectural Review Committee, the Board, or any member or representative thereof, may, but is not required to, consult with, or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Review Committee. Every purchaser, by acquiring title to a Lot or portion thereof agrees not to bring any action or suit against the Board, the Architectural Review Committee, or their members or representatives seeking to recover any such damages.

9.18 Compliance with Governmental Requirements. The application to the Association, and the review and approval of any proposals, plans, or other submittals, shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which lies solely with the respective Owner, nor shall it constitute the assumption of any responsibility by or impose any liability on the Board, the Architectural Review Committee, or their members as to the accuracy, efficacy, or sufficiency of such proposals, plans or other submittals.

## **ARTICLE 10 ENFORCEMENT**

---

10.1 Violations as Nuisance. Every act or omission constituting or resulting in a violation of any of the provisions of the Governing Documents shall be deemed to constitute a nuisance. In addition to any other remedies which may be available, such nuisance may be abated or enjoined by the Association, its officers, the Board or by any Owner. The Board shall not be obligated to take action to abate or enjoin a particular violation if, in the exercise of its discretion, the Board determines that acting to abate or enjoin such violation is not likely to foster or protect the interests of the Association and its Members as a whole.

10.2 Violation of Law. Any violation of a state, municipal or local law, ordinance or regulation pertaining to the ownership, occupancy, or use of any property within the Development is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

10.3 Owners' Responsibility for Conduct and Damages. Each Owner shall be fully responsible for informing members of his or her household and his or her tenants, Contract Purchasers, contractors, and guests of the provisions of the Governing Documents, and shall be fully responsible for the conduct, activities, any Governing Document violation of any of them, and for any damage to the Development or the Association resulting from the negligent or intentional conduct of any of them or any household pets. If a Lot is owned jointly by two (2) or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

10.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the Governing Documents through non-use of any Common Area facilities or by abandonment of his or her Lot.

### 10.5 Rights and Remedies of the Association.

10.5.1 Enforcement Rights. The Association, its Directors, officers, or agents, and any Owner shall have the right to enforce any and all provisions of the Governing Documents by any proceeding at law or in equity, or through the use of such other remedies as are available and deemed appropriate by the Board. Each remedy provided is cumulative and

not exclusive. The Board shall not be obligated to take action to enforce a provision of the Governing Documents if, in the exercise of its discretion, the Board determines that acting to enforce the provision is not likely to foster or protect the interests of the Association and its Members as a whole.

10.5.2 Member Not in Good Standing. Upon a determination by the Board of Directors, after prior notice to the affected Member and an opportunity for a hearing, that such Member has violated any provision of the Governing Documents including a failure to pay any Assessment when due, the Board shall give notice in writing to such Member that he or she is deemed not to be a Member in Good Standing. Such Member shall be deemed to remain in that status until such time as the Board shall determine in writing that the violation which resulted in the Board's determination has been cured or remedied or, on some other basis as in the judgment of the Board is just and proper, that such Member shall again be deemed to be a Member in Good Standing of the Association. Such Member shall be so notified in writing with a copy given to the Secretary.

10.5.3 Imposition of Sanctions. In the event of a breach or infraction of any provision of the Governing Documents by an Owner, members of an Owner's household, or his or her tenants, Contract Purchasers, contractors, guests, pets or invitees, the Board shall have the power to impose sanctions against the Owner. Such sanctions may include, without limitation, the imposition of fines and/or the suspension of an Owner's rights as a Member, including an Owner's voting rights, an Owner's right to use the recreational or community facilities on the Common Area, and/or participation in Association sponsored events. Except as provided in Section 10.7, below, imposition of sanctions shall be effective only after the Board has held a hearing as provided in Section 8.1.4 of the Bylaws. Any fine imposed against an Owner shall be an Enforcement Assessment as provided in Section 6.8 of this Declaration and may be collected in any manner permitted by law. Further, each Owner shall be obligated to pay Reimbursement Assessments levied by the Board for reimbursement of any costs incurred by the Association relating to violation of any provisions of the Governing Documents by such Owner, members of such Owner's household, or his or her tenants, Contract Purchasers, contractors, guests, pets, or invitees.

10.5.4 Inadequacy of Legal Remedy. Except for the non-payment of any Assessment levied pursuant to the provisions of Article 6 of this Declaration, it is hereby declared that a remedy at law to recover damages for a default in the performance of any of the terms and provisions of any of the Governing Documents or for the breach or violation of any such provisions is inadequate and that the failure of any Owner or a member of the household of any Owner or an Owner's tenants, guests, or household pets or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Association, its Officers or Board of Directors, or by any Owner or by their respective successors in interest.

10.5.5 Limitation on Disciplinary Rights. The Association shall not have the power and authority to cause a forfeiture or abridgment of a Member's right to the full use and occupancy of his or her Lot as the result of the failure by such Owner, members of such Owner's household, or his or her tenants, guests, invitees or household pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgment is the result of the judgment of a court of competent jurisdiction, a decision arising out of

an arbitration proceeding, or a foreclosure or sale under private power of sale for failure of such Owner to pay Assessments levied by the Association pursuant to Article 6 of this Declaration. The provisions of this subsection shall not affect the Association's right to impose fines or monetary penalties or to suspend an Owner's membership rights, as provided in the Governing Documents.

10.6 Disciplinary Rules. The Board may adopt Rules that further elaborate upon and refine procedures for conducting disciplinary proceedings and otherwise imposing sanctions upon Members for violation of provisions of the Governing Documents. Such rules, when approved and adopted by the Board, shall be deemed to be a part of the Association Rules provided for in, and constituting a part of, the Governing Documents.

10.7 Emergency Situations. The following shall constitute emergency situations: (a) an immediate and unreasonable infringement of or threat to the safety or peaceful enjoyment of Residents of the Development, (b) a traffic or fire hazard, or (c) a threat of material damage to or destruction of the Development or any portion thereof. Notwithstanding any other provisions of the Governing Documents, under circumstances involving conduct that constitutes an emergency situation, the Association may undertake immediate corrective action. Hearings with respect to such corrective action shall be held following the corrective action in accordance with Section 8.1.4.5 of the Bylaws.

10.8 Alternative Dispute Resolution. Compliance with California Civil Code Sections 5925 through 5965 and Civil Code Sections 5900 through 5920 shall be required with respect to any dispute subject to such sections.

10.9 Non-Waiver. Failure to enforce any provision of the Governing Documents at any time shall not be deemed a waiver of the right to do so thereafter with respect to the same or any other violation of any provision of the Governing Documents.

10.10 Notices. Any notices required or given under this article shall conform to Section 8.1.4 of the Bylaws.

10.11 Costs and Attorneys' Fees. In the event the Association shall take any action to enforce any of the provisions of the Governing Documents or shall determine that any Member or members of his or her household or his or her tenants, Contract Purchasers, guests, invitees or household pets have violated any provision of the Governing Documents, and whether or not legal or judicial proceedings are initiated, the prevailing party shall be entitled to recover the full amount of all costs incurred, including attorneys' fees, in responding to such a violation and/or in enforcing any Governing Document provision. The remedies of the Association to recover the amount of such costs and attorneys' fees shall include, without limitation, the imposition of a Reimbursement Assessment as provided in Section 6.7 of this Declaration.

10.12 Indemnification. Each Owner, by acceptance of his or her deed, agrees for himself or herself and for the members of his or her household, his or her Contract Purchasers, tenants, guests or invitees, to (a) indemnify each and every other Owner for, (b) to hold each and every other Owner harmless from, and (c) to defend each and every other Owner against, any claim of any person for personal injury or property damage occurring within the Lot of such Owner, except that such Owner's liability may be diminished to the extent that the injury or damage occurred by reason of the negligence of any other Owner or person temporarily visiting in such Lot or is fully covered by insurance.

## **ARTICLE 11 AMENDMENT**

---

11.1 Amendments by Members. This Declaration may be amended by the affirmative vote or written consent of Members representing at least an Absolute Majority. Any amendment of the Declaration shall be signed and acknowledged by the duly authorized officer(s) of the Association and shall be Recorded.

11.2 Amendments by Board of Directors. The Board of Directors may, without the approval of the Members, amend any part of this Declaration to the limited extent necessary to comply with the lending requirements of any federally chartered lending institution. Each Owner shall be deemed to appoint the Association as his or her attorney-in-fact to act with respect to any amendments which is solely for the purpose of complying with such lending requirements.

11.3 Unanimous Consent for Certain Specific Amendments. The consent of all Owners shall be required for any amendment of the Project Documents effecting a change in any of the following:

11.3.1 The boundaries of any Lot.

11.3.2 The undivided interest in the common elements pertaining to the Lot or the liability for Common Expenses appertaining thereto.

11.3.3 The number of votes in the Association appertaining to the Lot.

11.3.4 The fundamental purposes to which any Lot or the common elements are restricted.

11.4 Amendment of Golf Course Easement Provisions. Section 3.7 shall not be amended without the written consent of the owner of the Golf Course.

11.4.1 If all or any part of any Building Portion or other improvements on any Building Parcel are damaged or destroyed by fire or other casualty, the Owner(s) of such Building Portions or other improvements shall repair or reconstruct the damaged or destroyed Building Portion or other improvements in accordance with this Declaration and the Building Declaration for said Building Parcel, unless all of the Owners of all Building Portions within that Building Parcel elect not to effect such repair or reconstruction. If such Owners elect not to rebuild as aforesaid, such Owners shall remove all debris and damaged improvements, cause the improvements within the Building Parcel to be leveled, remove all safety hazards, and render the Building Parcel safe and reasonably attractive.

11.4.2 Any work of repair or restoration of the Owner(s) of any Building Portions, including any work done pursuant to the last sentence of Section 11.4.1, above, shall be subject to review and approval of the Architectural Committee pursuant to Article 9 of this Declaration.

11.4.3 In the event of damage to Buildings on more than one (1) Building Parcel, the Owners of each of the Building Parcels or Building Portions so affected shall cooperate in the repair and reconstruction of their respective Buildings by coordination of repair or reconstruction work and providing access where necessary over and across their respective Building Parcels, all as to be determined by the Architectural Committee. The Association shall coordinate repair or reconstruction work within the Common Areas and the Common

Easement Areas with the Owners and provide such access over and across the Common Areas and the Common Easement Areas as reasonably necessary for the Owners to effect such repair or reconstruction.

## **ARTICLE 12 GENERAL PROVISIONS**

---

12.1 Headings. The headings used in this Declaration are for convenience only and are not to be used in interpreting the meaning of any of the provisions of this Declaration, or otherwise.

12.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall not invalidate any other provisions hereof.

12.3 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of fostering a plan of community ownership and occupancy and of management of the Development for the benefit of the community.

12.4 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires.

12.5 Easements Reserved and Granted. Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a deed to any Lot.

12.6 Power of Attorney. To the extent necessary to carry out and enforce the provisions of this Declaration, an irrevocable power of attorney coupled with an interest is granted to the Association by the Owners and each of them.

12.7 First Mortgagee Approval of Certain Actions. Unless at least sixty-six and two-thirds percent (66-2/3%) of the First Mortgagees (based on one (1) vote for each First Mortgage owned) have given their prior written approval, the Association shall not do any of the following:

12.7.1 By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of this clause).

12.7.2 Change the method of determining the Assessments, or other charges which may be levied against a Lot Owner.

12.7.3 By act or omission change, waiver or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots, the exterior maintenance of Lots, the maintenance of any Common Area party walls or common fences and driveways, or the upkeep of lawns and plantings in the Development.

12.7.4 Fail to maintain fire and extended coverage on insurable Common Area and other portions of the Development which the Association has a duty to insure on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

12.7.5 Use hazard insurance proceeds for losses to any Common Area or other Development improvements for other than the repair, replacement or reconstruction of such Common Area or improvements.

## 12.8 Annexation of Additional Real Property.

12.8.1 Additional real property may be annexed to the Development and such additional real property may become subject to, and brought within the general plan of, this Declaration and the jurisdiction of the Association upon the approval by vote or written consent of Members holding at least an Absolute Majority.

12.8.2 Subject to the provisions of Section 12.8.3, upon the recording of a Notice of Annexation in conformance with Section 12.8.3, all provisions contained in this Declaration will apply to the real property described in such Notice of Annexation (the "Annexed Territory") in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers, and responsibilities of the parties to this Declaration with respect to the Annexed Territory will be the same as with respect to the property originally covered hereby, and the rights, powers and responsibilities of the Owners, lessees, and occupants of Lots within the Annexed Territory, as well as within the property originally subject to this Declaration, will be the same as if the Annexed Territory were originally covered by this Declaration. The Assessments on the Annexed Territory shall commence on the first day of the month following the recordation of the Notice of Annexation or at such other time agreed to by the Board and specified in the Notice of Annexation.

12.8.3 The additions authorized under this section must be made by recording a Notice of Annexation, or other similar instrument with respect to the Annexed Territory ("Notice of Annexation") which will extend the general plan of this Declaration to such Annexed Territory. The Notice of Annexation must be signed by (a) at least two (2) officers of the Association to certify that the requisite Member approval under this section was obtained, and (b) by the record owner(s) of the property comprising the Annexed Territory. The recordation of a Notice of Annexation effectuates the annexation of the Annexed Territory described therein, and thereupon such Annexed Territory will constitute a part of the Development, become subject to this Declaration and encompassed within the general plan of covenants, conditions, restrictions, reservation of easements, and equitable servitudes contained herein, and become subject to the Association's functions, powers and jurisdiction and the Owners of Lots in the Annexed Territory will automatically become Members. Such Notice of Annexation may contain a supplemental declaration with such additions and modifications of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained in this Declaration as may be necessary to reflect the different character, if any, of the Annexed Territory, and as are not inconsistent with the general plan of this Declaration. In no event, however, may such Notice of Annexation or supplemental declaration revoke, modify or add to the covenants, conditions, restrictions, reservation of easements, or equitable servitudes established by

this Declaration as the same pertain to the real property originally covered by this Declaration.

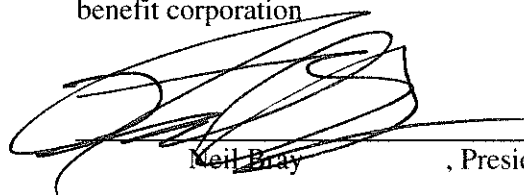
12.9 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges, and equitable servitudes contained in this Declaration shall run with and shall benefit and burden all of the real property subject to this Declaration, including without limitation the Lots and the Common Area, and shall inure to the benefit of and be binding upon the Owners, the Association, its Board of Directors and officers, and their respective agents and successors in interest, for a term of thirty (30) years from the date of Recordation of this Declaration. Thereafter the term shall be automatically extended for successive periods of ten (10) years each, unless within the six (6) months prior to the expiration of the initial thirty (30) year term or any ten (10) year extension period a written instrument, approved by at least an Absolute Majority, terminating the effectiveness of this Declaration is Recorded.


---

**IN WITNESS WHEREOF**, Members of the TIERRA OAKS ESTATES HOMEOWNERS ASSOCIATION, holding at least an Absolute Majority, hereby affirm, approve, and adopt this Third Restated Declaration of Covenants, Conditions and Restrictions of Tierra Oaks Estates pursuant to Section 11.1 of the Second Restated Declaration by means of the signatures of the President and the Secretary of the Association, which Declaration shall be Recorded.

DATED: December 19, 2017

**TIERRA OAKS ESTATES HOMEOWNERS ASSOCIATION**, a California nonprofit mutual benefit corporation

  
Neil Bray, President

  
Ron Manuel, Secretary



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

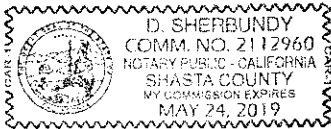
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Shasta )  
On 12.19.17 before me, D. Sherbundy (Notary Public)  
Date Here Insert Name and Title of the Officer  
personally appeared Neil Bray  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

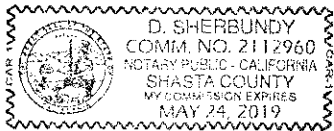
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Shasta )  
On 12.19.17 before me, D. Sherbundy (Notary Public)  
Date Here Insert Name and Title of the Officer  
personally appeared Ron Manuel  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature D. Sherbundy  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_