

Association is the obligee under the Bond, the Board shall release in writing any and all rights under the Bond pertaining to the Improvements and shall execute any other documents as may be reasonably necessary to effect the release of the Bond.

- (b) Periodic Inspections of Common Area Improvements. The Board shall have the Common Area, Association Maintenance Areas and all Improvements thereon inspected at least once annually in order to (a) determine whether the Common Area and Association Maintenance Areas are being maintained adequately in accordance with the standards of maintenance established in Section 9.2 hereof, (b) identify the condition of the Common Area and Association Maintenance Areas and any Improvements thereon, including the existence of any hazards or defects, and the need for performing additional maintenance, refurbishment, replacement, or repair, and (c) recommend preventive actions which may be taken to reduce potential maintenance costs to be incurred in the future. The Board may employ such experts and consultants as necessary to perform the inspection and make the report required by this Section.
- (c) Periodic Inspection Report. The Board shall prepare a report of the results of the inspection required by subsection (b) above. The report shall be furnished to Owners within the time set forth for furnishing Owners with the Budget. The report must include at least the following:
- (i) a description of the condition of the Common Area and Association Maintenance Areas, including a list of items inspected, and the status of maintenance, repair and need for replacement of all such items;
 - (ii) a description of all maintenance, repair and replacement planned for the ensuing Fiscal Year and included in the Budget;
 - (iii) if any maintenance, repair or replacement is to be deferred, the reason for such deferral;
 - (iv) a summary of all reports of inspections performed by any expert or consultant employed by the Board to perform inspections;
 - (v) a report of the status of compliance with the maintenance, replacement and repair needs set forth in the inspection report for preceding years; and
 - (vi) such other matters as the Board deems appropriate.



ARTICLE X

10. Use Restrictions.

The Properties shall be held, used and enjoyed subject to the following restrictions and the exemptions of Declarant set forth in this Declaration and in the Master Declaration.

10.1. Single Family Residence.

Each Lot shall be used as a residence for a single Family and for no other purpose. An Owner may rent his Lot to a single Family provided that the Lot is rented pursuant to a lease or rental agreement which is (a) in writing and (b) subject to all of the provisions of this Declaration.

10.2. Business or Commercial Activity.

No part of the Properties may ever be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes, including without limitation any activity for which the provider is compensated or receives any consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license; except Declarant may use any portion of the Properties for a model home site and display and sales offices in accordance with Article XIV hereof. This Section 10.2 does not preclude any of the above-described activities without external evidence thereof, provided that: (a) such activities are conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do not visit the Lot or park automobiles or other vehicles within the Properties; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside the boundaries of the Lot; (d) no such activity increases the Association's liability or casualty insurance obligation or premium; and (e) such activities are consistent with the residential character of the Properties and conform with the provisions of this Declaration.

10.3. Nuisances.

No noxious or offensive activities may be carried on upon the Properties or on any public street abutting or visible from the Properties. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Residence and its contents, may be placed or used on any Lot. Noisy, unsightly, unusually painted or smoky vehicles, large power equipment and large power tools (excluding lawn mowers and other equipment utilized in connection with ordinary landscape maintenance), off-road motor vehicles or items which may unreasonably interfere with television or radio reception to any Lot, and objects which create or emit loud noises or noxious odors may not be located, used or placed in the Properties or on any public street abutting the Properties, or exposed to the view of other Owners without the Board's prior written approval. The Board is entitled to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance. No Owner may (a) permit or cause anything to be done or kept on the Properties or on any public street abutting the Properties which may (i) increase the rate of insurance in the Properties, (ii) result in the cancellation of such insurance, or (iii) obstruct or



interfere with the rights of other Owners, or (b) commit or permit any nuisance thereon or violate any law. Each Owner shall comply with all requirements of the local or state health authorities and with all other applicable governmental ordinances regarding occupancy and use of a Residence. Each Owner is accountable to the Association and other Owners for the conduct and behavior of persons residing in or visiting this Lot. Any damage to the Common Area, personal property of the Association, Association Maintenance Areas or property of another Owner caused by such persons shall be repaired at the sole expense of the Owner of the Lot where such persons are residing or visiting.

10.4. **Signs.**

Subject to Civil Code Sections 712 and 713, no sign, poster, billboard, balloon advertising device or other display of any kind shall be displaced within the Properties or on any public street within or abutting the Properties except for the following signs, so long as they comply with applicable County ordinances:

- (i) signs (regardless of size or configuration) used by Declarant in connection with construction, alteration or development of the Properties and the Annexable Territory or sale, lease or other disposition of Lots in the Properties or the Annexable Territory.
- (ii) entry monuments, community identification signs, or traffic or parking control signs maintained by the Association,
- (iii) one (1) nameplate or similar Owner name or address identification sign for each Lot which complies with ARC rules;
- (iv) one (1) sign for a Lot advising of the existence of security services protecting a Lot which complies with ARC rules;
- (v) one (1) sign which may be displaced on each Lot advertising the Lot for sale or lease; provided that such for sale or lease signs comply with the following requirements:
 - (a) the sign is not larger than eighteen inches (18") by thirty inches (30") in size;
 - (b) the sign is attached to the ground by a conventional, single vertical stake which does not exceed two inches (2") by three inches (3") in diameter (i.e. posts, pillars, frames or similar arrangements are prohibited);
 - (c) the top of the sign is not more than three feet (3') in height above the ground level;



- (d) the sign is of a color and style authorized by the ARC; and
- (vi) other signs or displays authorized by the ARC.

10.5. Parking and Vehicular Restrictions.

- (a) Authorized Vehicles. The following vehicles are Authorized Vehicles: standard passenger vehicles, including without limitation automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized Vehicles may be parked in any portion of the Properties intended for parking of motorized vehicles; provided, however, that no Owner may park his or her vehicles over streets or sidewalks within the Properties, or extends beyond the limits of the space where the vehicle is parked.
- (b) Prohibited Vehicles. The following vehicles are Prohibited Vehicles: (i) recreational vehicles (e.g., motorhomes, travel trailers, camper vans, boats, etc.), (ii) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, limousines, etc.), (iii) buses or vans designed to accommodate more than ten (10) people, (iv) vehicles having more than two (2) axles, (v) trailers, inoperable vehicles or parts of vehicles, (vi) aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited Vehicles may not be parked, stored or kept on any public or private street within, adjacent to or visible from the Properties or any other Common Area parking area except for brief periods for loading, unloading, making deliveries or emergency repairs. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle, unless the vehicle is expressly classified as an Authorized Vehicle in writing by the Board. Prohibited Vehicles may only be parked within an Owner's fully enclosed garage with the door closed so long as their presence on the Properties does not otherwise violate the provisions of this Declaration.
- (c) General Restrictions. Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Lot and kept within the Properties must be parked in the garage of that Owner to the extent of the space available; provided that each Owner shall ensure that any such garage accommodates at least the number of Authorized Vehicles for which it was originally constructed by Declarant. No repair, maintenance or restoration of any vehicle may be conducted on the Properties except within an enclosed garage when the garage door is closed.



provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.

- (d) Parking Regulations. The Board may establish additional regulations regarding any parking areas not assigned to individual Lots, including without limitation designating "parking," "guest parking," and "no parking" areas thereon; and may enforce all parking and vehicle use regulations applicable to the Properties, including removing violating vehicles from the Properties pursuant to California Vehicle Code Section 22658.2 or other applicable ordinances or statutes. If the Board fails to enforce any of the parking or vehicle use regulations, the County may enforce such regulations in accordance with applicable laws and ordinances.

10.5. Private Roads and Streets.

Each Owner and such Owner's guests and invitees shall have the exclusive right to use, for ingress and egress purposes, private streets, roads, paved areas, and walkways located upon or across the Common Area, in accordance with the Rules established by the Association pertaining to use of the private streets, roadways, and paved areas, including, without limitation, speed limits, parking regulations, and restrictions on the type or weight of vehicles which can use the private streets, roads, and paved areas. The Association reserves the exclusive right to promulgate, establish, amend, or repeal, from time to time, Rules pertaining to the use of private streets, roads, paved areas and walkways. Neither the Declarant, the Association, nor their or its agents or assigns shall be responsible for safety or security of Owners or guests or invitees of Owners by reason of the Association undertaking any maintenance or other obligations with regard to private streets, roads, or paved areas, except as provided by applicable law.

10.5. Private Community Gates and Entrances.

Each Owner and each Owner's guests and invitees shall have the exclusive right to use, for ingress and egress purposes, private community gates located upon or across the Common Area, in accordance with the Rules established by the Association pertaining to use of the private community gates, including, without limitation, guards (if any), opening and closing procedures and protocols, and security related matters. The Association reserves the exclusive right to promulgate, establish, amend, or repeal, from time to time, Rules pertaining to the use of private community gates. Neither the Declarant, the Association, nor their or its agents or assigns shall be responsible for safety or security of Owners or guests or invitees of Owners by reason of the Association undertaking any maintenance or other obligations with regard to private community gates, except as provided by applicable law.

10.6. Animal Restrictions.

No animals may be raised, bred or kept on the Properties, except that dogs, cats, fish, birds and other usual household pets may be kept on Lots, provided that they are not kept, bred or maintained for commercial purposes, in unreasonable quantities, or in violation of the Restrictions. As used in this



Declaration, "unreasonable quantities" ordinarily means more than two (2) pets per household; provided, however, that the Board may determine that a reasonable number in any instance may be more or less. The Board may limit the size of pets and may prohibit maintenance of any animal which, in the Board's opinion, constitutes a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure or on a leash held by a person capable of controlling the animal. Any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by such Owner's animals which have used any portion of the Properties or public street abutting or visible from the Properties. Any Owner who maintains any animal, insect or reptile within the Properties, whether in compliance with or in violation of the Restrictions, shall indemnify, defend and hold harmless the Association, its officers, directors, contractors, agents and employees from any claim brought by any person against the Association, its officers, directors, agents and employees for personal injuries or property damage caused by such animal, insect or reptile.

10.7. Trash.

No trash may be kept or permitted upon the Properties or on any public street abutting or visible from the Properties, except in sanitary containers located in appropriate areas screened from view, and no odor may be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers may be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after schedule trash collection hours). No exterior fires are permitted, except barbecue fires contained within receptacles therefor and fire pits in enclosed areas and designed in such a manner that they do not create a fire hazard. No clothing, household fabrics or other unsightly articles may be hung, dried or aired on or over any Lot. No plants or seeds infected with noxious insects or plant diseases may be brought upon, grown or maintained upon the Properties.

10.8. Temporary Buildings.

No outbuilding tent, shack, shed or other temporary building or Improvement may be placed upon any portion of the Properties either temporarily or permanently, without the prior written consent of the ARC. No garage, carport, trailer, camper, motor home, recreation vehicle or other vehicle may be used as a residence in the Properties, either temporarily or permanently.

10.9. Common Area Facilities.

The Common Area and Association Maintenance Areas may not be altered without the Board's prior written consent.

10.10. Outside Installations.

No projections of any type may be placed or permitted to remain above the roof of any building within the Properties, except one or more chimneys and vent stacks originally installed, if at all, by Declarant. No basketball backboard or other fixed sports apparatus may be constructed or maintained in the Properties without the ARC's prior approval. No fence or wall may be erected.



altered or maintained on any Lot except with the ARC's prior approval. No fence or wall may be erected, altered or maintained on any Lot except with the ARC's prior approval. No patio cover, wiring, or air conditioning fixture, water softeners, or other devices may be installed on the exterior of a Residence or be allowed to protrude through the walls or roof of the Residence (with the exception of those items installed during the original construction of the Residence) unless the ARC's prior written approval is obtained.

10.11. Antennae.

Owners are prohibited from installing any antenna on the exterior of a Residence for any purpose, except for an "Authorized Antenna," which may be installed so long as the proposed location for such installation is reviewed by the ARC prior to installation in order to ensure that the visibility of the Authorized Antenna is minimized with respect to other Owners. The ARC may require that the location of the Authorized Antenna be moved so long as such review by the ARC does not (1) unreasonably delay or prevent installation, maintenance or use of an Authorized Antenna, (2) unreasonably increase the cost of installation, maintenance or use of an Authorized Antenna, or (3) preclude reception of an acceptable quality signal.

An "Authorized Antenna" means (i) an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one meter or less in diameter, (ii) an antenna that is designed to receive video programming service, including multichannel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, that is one meter or less in diameter or diagonal measurement, or (iii) an antenna that is designed to receive television broadcast signals.

The Board may adopt additional restrictions on installation or use of an Authorized Antenna on an Owner's Residence as a part of the Association's Rules and Regulations so long as such restrictions do not (1) unreasonably delay or prevent installation, maintenance or use of an Authorized Antenna, (2) unreasonably increase the cost of installation, maintenance or use of an Authorized Antenna, or (3) preclude reception of an acceptable quality signal. The Board may prohibit the installation of an Authorized Antenna if the installation, location or maintenance of such Authorized Antenna unreasonably affects the safety of managers, agents or employees of the Association and other Owners, or for any other safety related reason established by the Board.

The Board also has the power to (i) prohibit an Owner from installing an Authorized Antenna on property which such Owner does not own or is not entitled to exclusively use under the Restrictions, or (ii) allow an Owner to install an antenna other than an Authorized Antenna subject to applicable architectural standards and review by the ARC.

10.12. Drilling.

No oil drilling, oil, gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind may be conducted upon the Properties, nor



are oil wells, tanks, tunnels or mineral excavations or shafts permitted upon the surface of any Lot or within five hundred feet (500") below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil, geothermal heat or natural gas may be erected, maintained or permitted upon any Lot.

10.13. Further Subdivision.

Except as otherwise provided herein, no Owner may further partition or subdivide his Lot, including without limitation any division of such Owner's Lot into time-share estates or time-share uses. This provision does not limit the right of an Owner to (a) rent or lease his entire Lot by means of a written lease or rental agreement subject to this Declaration; (b) sell such Owner's Lot; or (c) transfer or sell any Lot to more than one Person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property. Any failure by the lessee of such Lot to comply with the Restrictions constitutes a default under the lease or rental agreement.

10.14. Drainage.

No one may interfere with or alter the established drainage pattern over any Lot unless an adequate alternative provision is made or proper drainage with the ARC's prior written approval. For the purpose hereof, "established" drainage means the drainage which exists at the time that such Lot is conveyed to a purchaser from Declarant, and includes drainage from the Lots onto the Common Area and from the Common Area onto the Lots.

Each Owner, by accepting a grant deed to his Lot, acknowledges and understands that in connection with the development of the Properties, Declarant may have installed one or more "sub-drains" beneath the surface of such Owner's Lot. The sub-drains and all appurtenant improvements constructed or installed by Declarant ("Drainage Improvements"), if any, provide for subterranean drainage of water from and to various portions of the Properties. To ensure adequate drainage within the Properties, it is essential that the Drainage Improvements, if any, not be modified, removed or blocked without having first made alternative drainage arrangements. Therefore, no Owner may alter, modify, remove or replace any Drainage Improvements located within such Owner's Lot without receiving prior written approval from the ARC in accordance with Article VIII hereof. In connection with obtaining such approval, the Owner must submit a plan to the ARC for alternative drainage acceptable to the ARC. Notwithstanding ARC approval, any modification, removal or replacement of Drainage Improvements must comply with applicable governmental requirements.

10.16. Water Supply Systems.

No individual water supply, sewage disposal or water softener system is permitted on any Lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water district, the County, the ARC, and all other applicable governmental authorities.

10.17. Maintenance of Natural Watercourses.



Except for temporary uses by Declarant while the Properties are being developed and Lots are being sold by Declarant, all natural watercourses, as identified in the Riverside County LMS Conditions of Approval, shall be kept free of buildings and obstructions in order to maintain the natural drainage patterns of the areas and to prevent flood damage to new buildings. The Owner of each Lot over which any natural watercourse may flow shall so maintain and preserve each natural watercourse in compliance with the Riverside County LMS Conditions of Approval.

10.18. Compliance with Biological Environmental Constraints.

The Properties are subject to the biological resources restrictions set forth in County Biological Report No. PD-B-840 ("Biological Report"), prepared with regard to the Properties May 1991 by John Peters and Associates on file at the County of Riverside Planning Department. The Biological Report requires protections pertaining to Coast Live Oak and Sycamore tree communities. The Association, and each Owner whose Lot may be deemed to be subject thereto, shall comply with all restrictions and conditions set forth pursuant to the Biological Report.

10.19. Oak Tree Preservation.

No construction activities or placement of structures shall occur within the protected zone of any oak tree or oak woodland, except may be otherwise set forth in the Riverside County LMS Conditions of Approval. The protected zone shall be defined as a circle whose center is equal to an oak tree's height or ten (10) feet, whichever is greater. Where the outermost edge of an oak tree's drip line (the outermost edge of a tree's canopy) extends beyond this radius, that portion of the drip line shall also be included as part of that tree's protected zone. Protected zones shall not apply to dead or dying oak trees, unless the tree's condition appears to be the result of human activity that indicates an intent to kill the tree. The following guidelines shall be observed with regard to oak trees and oak tree protections by the Association and each Owner:

- (a) Landscaping, trenching, or irrigation systems shall not be installed within the existing protected zone of any oak tree or oak woodlands, unless recommended by a qualified biologist;
- (b) Land uses that would cause excessive soil compaction within the protected zone of any individual oak tree shall be avoided. no recreational trails shall be permitted within the drip line of any individual oak trees.
- (c) Manufactured cut slopes shall not begin their downward cut within the protected zone of any individual oak tree, except as provided in this Section or in the Riverside County LMS Conditions of Approval;
- (d) Manufactured fill slopes shall not extend within the protected zone, except as provided in this Section or in the Riverside County LMS Conditions of Approval;

