

**FIRST RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
COUNTRY VIEW HOME OWNERS ASSOCIATION,
SAN RAMON, CALIFORNIA, INC.**

PREAMBLE

The First Amended Declaration of Covenants, Conditions, and Restrictions for Country View Home Owners Association, San Ramon, California, Inc., executed by The Housing Group, a California Corporation ("Declarant"), and recorded on January 9, 1978 in Book 8659, page 648, et.seq., of the Official Records of Contra Costa County, California ("Original Declaration"), which affects all of the Properties described and commonly known as "Countryview" is hereby amended and restated in its entirety to read as follows:

RECITALS

1. Declarant was the original Owner of that certain real property ("Properties") located in the County of Contra Costa, State of California, which is more particularly described in the Subdivision Map, Exhibit A attached hereto and incorporated herein by reference.
2. Declarant conveyed the Properties, subject to certain easements, protective covenants, conditions, restrictions, reservations, Liens and charges as set forth in the Original Declaration referred to above, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Properties and all of which shall run with the Properties and be binding on all parties having or acquiring any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.
3. It was the further intention of the Declarant to sell and convey to the Owners, Lots improved by Residences originally constructed by Declarant, subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, Liens, charges and equitable servitudes between Declarant and such Owners which are set forth in this Declaration and which are intended to be in furtherance of a general plan for the subdivision, development, sale and use of the Properties as a "planned development" as that term is defined in the California Civil Code. Finally, it was the intention of Declarant that the "Common Areas" and "Common Facilities" be owned and maintained by the Association, but reserved exclusively for the use and enjoyment of the Owners of the Association, their tenants, lessees, guests and invitees, all subject to the terms and conditions of the Governing Documents.
4. On [the date when the Owners approve this restatement of the CC&Rs] the Owners of seventy-five

(75) percent of the Lots within the Properties voted by written ballot to amend and restate the Original Declaration, all in accordance with the procedures for amendment set forth in the Original Declaration. It was the intention of the Owners to replace the Original Declaration, in its entirety, with the recordation of this Declaration. The Owners' action to amend and restate the Original Declaration as set forth herein and the fact that the requisite percentage of affirmative votes required in the Original Declaration was achieved, is attested by the execution of this First Restated Declaration by duly authorized officers of the Association, as required by the California Civil Code. As so amended and restated, the easements, covenants, restrictions and conditions set forth herein shall run with the Properties and shall be binding upon all parties having or acquiring any right, title or interest in the Properties or any portion thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

1.1 "Application" means an Owner's written request for a \$6.1 approval of an Owner's proposed alterations to their Lot, or for approval of a \$5.33 proposed variance from a use restriction.

1.2 "Architectural Committee" means the Board's advisory committee created in accordance with Article V.

1.3 "Articles" means the Restated Articles of Incorporation of Country View Home Owners Association, San Ramon, California, Inc., which are filed in the Office of the California Secretary of State, as such Articles may be amended from time to time.

1.4 "Assessment" means any Regular, Special or Special Individual Assessment levied by the Association against an Owner and their Lot in accordance with Article IV.

1.5 "Association" means Country View Home Owners Association, San Ramon, California, Inc., a California mutual benefit nonprofit corporation, its successors and assigns. The Association is an "association" as defined in the California Civil Code.

1.6 "Board" means the Association's Board of Directors.

1.7 "Budget" means the pro forma operating budget described in §9.9 of the Bylaws.

1.8 "Bylaws" means the Restated Bylaws of the Association, as adopted and amended.

1.9 "City" means the City of San Ramon and its various departments, divisions, employees and representatives.

1.10 "Collection Cost" means costs incurred by the Association to enforce payment of delinquent Assessments including, without limitation, management fees for the Association's actual cost to prepare collection letters, recorder and notary fees, recording and certified mailing fees,

reasonable attorney fees, trustee fees and other costs of foreclosure.

1.11 "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners and Residents. The Common Area at the time of the recordation of this Declaration is described, as follows in the Subdivision Map: parcels A,B and C in Subdivision 4904 and parcels A and B in Subdivision 5091. Unless the context clearly indicates a contrary intent, any reference herein to the "Common Areas" shall also include any Common Facilities located thereon.

1.12 "Common Expense" means any actual or proposed expenditure or charge incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of the Common Area, any amounts reasonably necessary to fund the Reserve Account Requirement, the costs and expenses incurred by the Board for corporate operations and in the performance of its responsibilities as set forth in federal, state and local law and the Governing Documents.

1.13 "Common Facilities" means tennis courts, cabana, basketball court, signs, and any other Improvements in the Common Areas.

1.14 "Declarant" means the original developer of the Properties, namely The Housing Group, a California Corporation.

1.15 "Declaration" means this First Restated Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time. The "Original Declaration" means the document referenced in the Preamble together with all its amendments and annexations thereto, which were adopted prior to adoption of this Declaration.

1.16 "Emergency" means a condition that constitutes an immediate, serious and unreasonable infringement of, or threat to, the lives, health and/or safety, or property of Residents.

1.17 "Governing Documents" means this Declaration, the Articles, the Bylaws, the Rules, and their amendments.

1.18 "Improvement" means any building, wall, deck, fence, swimming pool, tree or other landscaping, landscape structures, skylights, solar heating equipment, spas, antennas, utility lines, or any structure of any kind. In no event shall the term "Improvement" be interpreted to include projects which are restricted to the interior of any Residence.

1.19 "Lease" means any arrangement where an Owner allows another, referred to as a tenant, to reside in the Owner's Residence for more than 30 days a year. This arrangement does not include an Owner's arrangement with another who occupies the Residence along with the Owner. However, this arrangement must comply with the City's single family use requirements or it will be a Violation.

1.20 "Lien" means the Notice of Delinquent Assessment Lien, described in §4.6, which the Association records to secure payment of delinquent Assessments.

1.21 "Lot" means any parcel of real property designated by a number on the Subdivision Map excluding the Common Area. When appropriate within the context of this Declaration, the term "Lot" shall also include the Residence and other Improvements on the Lot.

1.22 "Major Component" means an Improvement the Association has identified in its current pro forma operating budget as a component which it is obligated to repair, replace, restore or maintain.

1.23 "Member" means every Person or entity who is a Record Owner.

1.24 "Operating Account" means the account into which the operating portion of the Regular and Special Assessments is deposited.

1.25 "Owner" means any Person who has a recorded fee simple interest in any Lot. With respect to the portion of the Governing Documents which relate to the conduct of Residents and the use and maintenance of the Properties, the term "Owner" shall include, except where the context otherwise requires, the members of the Owner's family who are Residents, the Owner's guests, as well as the Owner's tenants and invitees.

1.26 "Owner in Good Standing" means every Person who is a Record Owner and whose Association rights have not been suspended.

1.27 "Person" means any individual, corporation, partnership, association or other entity recognized by the laws of the State of California.

1.28 "Properties" means all parcels of real property including the Common Area and Lots described in the Recitals, together with all buildings, structures, utilities, Common Facilities, and other Improvements located on these parcels.

1.29 "Record Owner" means any Person in whom title to a Lot is vested as shown by the official records of the Office of the County Recorder.

1.30 "Regular Assessment" means an Assessment levied on an Owner and their Lot in accordance with §4.10.

1.31 "Related Charges" means the late charge, Collection Costs and interest which are imposed upon delinquent Assessments.

1.32 "Reserve Account" means moneys that the Board has identified for use to defray the future repair or replacement of, or additions to, those Major Components which the Association is obligated to maintain.

1.33 "Reserve Account Requirements" means the estimated funds which the Board has determined are required to be available at a specified point in time to repair, replace or restore those Major Components which the Association is obligated to maintain.

1.34 "Residence" means the single family dwelling, including the garage, situated upon a Lot.

1.35 "Resident" means a Person who resides within a Lot including, without limitation, an Owner, their tenant and, except where the context requires otherwise, their respective families, guests and invitees.

1.36 "Rules" means the Association rules, as adopted and amended by the Board, pursuant to §3.4.

1.37 "Sanction" means a Board decision to take serious steps to enforce the Governing Documents for which a notice and opportunity to be heard will be offered, including without limitation, a decision to, impose a Special Individual Assessment, foreclose a lien, demand reimbursement of its costs to repair damage to the Common Area or enforce the Governing Documents, suspend or revoke an Owner's right to, vote, serve as a Director, pay an Assessment with installment payments, use recreational Common Facilities, or to file a lawsuit against an Owner. The Board need not provide notice and an opportunity to be heard in an Emergency.

1.38 "Single Family Residential Use" means occupation and use of a Residence for single family dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning or other applicable laws or governmental regulations which

relate to single family uses and which limit the number of Persons who may occupy single family residential dwellings.

1.39 "Special Assessment" means an Assessment levied on all Owners and their Lots in accordance with §4.12.

1.40 "Special Individual Assessment" means an Assessment made against an Owner and their Lot in accordance with §4.13.

1.41 "Subdivision Map" means the map entitled Subdivision 4904 recorded in the office of the County Recorder of Contra Costa County in Book 202 of Maps at page 26 through page 35 and the map entitled Subdivision 5091 recorded in the office of the County Recorder of Contra Costa County in Book 210 of Maps at page 13 through page 19.

1.42 "Violation" means a violation of any provision of the Governing Documents including without limitation, 1) failure to pay any Assessment or fine, 2) damage to the Common Area when such damage is caused by the wilful misconduct or negligent act or omission of the Resident and the repair of the damage is not covered with insurance proceeds, 3) failure to abide by the architectural controls, and 4) failure to reimburse the Association for all costs and expenses to bring an Owner's Lot into compliance with the Governing Documents. These costs include all administrative costs and attorney fees the Association incurs when responding to the Violation, including without limitation, correspondence with Violating Owner, preparing a Notice of Violation, conducting a hearing, and the cost incurred to collect these costs and unpaid Special Individual Assessments. Each act or omission which is a Violation is a separate Violation and Sanctions including Special Individual Assessments may be imposed on a per diem basis.

ARTICLE II PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

2.1 **PROPERTY SUBJECT TO DECLARATION.** All of the real property delineated and embraced by the heavy black lines on the Subdivision Map at Book 202, Page 27 and Book 210 at Page 14, is subject to this Declaration and shall be classified as Common Area and Lots.

2.2 **OWNER'S NON-EXCLUSIVE RIGHT TO USE THE COMMON AREA.** Every Owner has a non-exclusive easement of use, enjoyment, ingress, egress, and support throughout the Common Area. Each such nonexclusive easement shall be appurtenant to the respective Lot and shall pass with the title to the Lot. These non-exclusive easements shall be subject to the following rights and restrictions:

- (a) the right of the Association to borrow money for any purpose permitted by law, including without limitation, to improve, repair, or maintain the Common Area;
- (b) the right of the Association to charge reasonable fees for admission and use of any Common Facility and to limit the number of guests of Members who may use them;

- (c) the right of the Association to adopt and enforce Rules concerning the control and use of the Properties;
- (d) the right of the Association to suspend the right of a Resident to use any Common Area recreational facility after providing notice and an opportunity for a hearing as provided for in Article X of the Bylaws;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Owners. No such dedication or transfer shall be effective unless an instrument, has been signed by at least 66.66% of the voting power of the Owners, consenting to such dedication or transfer. This instrument may be executed in counterparts as long as each counterpart is in recordable form. No dedication shall be permitted that impairs the ingress and egress to any Lot; and
- (f) the right of Contra Costa County, and the Central Contra Costa Sanitary District, and other Public Utilities, to utilize their respective Easements, which are set forth on the Subdivision Map.

2.3 DELEGATION OF USE AND LEASING. Any Owner may delegate the right to use the Common Area to the persons who reside in the Owner's Residence, such as the members of the Owner's family, the Owner's tenants, or the Owner's contract purchasers. An Owner's right to lease their Residence and delegate the use of the Common Area is conditioned upon the Owner's compliance with all the terms of §§2.3-2.6. Any form of occupancy of a Residence which does not comply with this section is a Violation. A Lease may be only to a single family for Single Family Residential Use. No Owner shall be permitted to lease less than the entire Lot.

All Leases shall require the tenant to comply with the portion of the Association's Governing Documents which relate to the conduct of Residents and the use and maintenance of the Properties. A tenant's failure to comply with these terms of the Governing Documents shall be a Violation for which the Owner is responsible. The liability of the Owner under these covenants shall continue notwithstanding the fact that the Residence is leased.

2.4 AUTHORIZATION TO RENT. Prior to the tenant's taking possession, the Owner shall provide the Secretary of the Association with information on an Authorization to Rent form prepared by the Association. The Authorization to Rent shall be signed and dated by the Owner and tenant and shall acknowledge the Owner's delivery to, and the tenant's receipt of, a copy of the portion of the Association's Governing Documents which relate to the conduct of Residents and the use and maintenance of the Properties. It shall contain the tenant's agreement to comply with the portions of the Governing Documents which relate to the conduct of Residents and the use and maintenance of the Properties. This agreement shall be for the express benefit of the Association and each Owner. A breach of this agreement shall be cause for the Association's suspension of the Owner's and tenant's use of the Common Area recreational facilities,

and imposition of fines against the Owner. The Owner shall be responsible for obtaining and insuring tenant compliance with the portion of the Association's Governing Documents which relate to the conduct of Residents and the use and maintenance of the Properties. In the event the tenant does not comply, after the Association has provided the Owner the notice and an opportunity to be heard as set forth at Article X of the Bylaws, the Association shall be entitled to take action to obtain compliance, including without limitation, suspension of the Owner's and tenant's use of the Common Area recreational facilities, and imposition of fines against the Owner. The Association shall be entitled to obtain, from the Owner, attorney fees and costs it incurs as it endeavors to obtain the tenant's compliance. Any fine or penalty levied pursuant to this

section may be collected as a Special Individual Assessment as defined in §4.13.

2.5 PRE-EXISTING TENANCIES. Sections 2.3 and 2.4 will not apply to Owners who have leased their Lots on or before the effective date of this section, until such time as the pre-existing tenancy has terminated and a new tenancy is about to begin.

2.6 CONTRACT PURCHASERS. A contract seller of a Lot must delegate their voting rights and right to use and enjoy the Common Area and Common Facilities to any contract purchaser in possession of the property subject to the contract of sale. Notwithstanding the foregoing, the contract seller shall remain liable for any default in the payment of Assessments by the contract purchaser until title to the property sold has been transferred to the purchaser.

2.7 COMPLIANCE WITH GOVERNING DOCUMENTS. Each Owner shall comply with the Governing Documents and pay when due each Assessment including Special Individual Assessments. In the event of joint ownership of any Lot, the obligations and liabilities of the multiple Owners shall be joint and several, including without limitation, the payment of all Assessments.

All Residents shall comply with the portion of the Governing Documents which relate to the conduct of Residents and the use and maintenance of the Properties. All Residents will cooperate with each other and the Board to facilitate this compliance. All Residents shall share the benefits and burdens of their residency at Country View which will flow from compliance with this portion of the Governing Documents.

No Owner, by non-use of the Common Area or Common Facilities, abandonment of the Owner's Lot or otherwise may avoid the burdens and obligations imposed by the Governing Documents. Upon the sale or other transfer of a Lot to a new Owner, the selling Owner shall not be liable for Assessments which become due after the date of recording of the deed evidencing the transfer and all Association membership rights possessed by the transferor by virtue of the ownership of said Lot shall cease.

2.8 DAMAGE TO COMMON AREA. Each Owner shall be liable to the Association for any damage to the Common Area caused by the negligence or wilful misconduct of the Owners or their family, guests, invitees or tenants, to the extent that the damage is not covered by the Association's insurance.

ARTICLE III HOMEOWNERS ASSOCIATION

3.1 MEMBERSHIP. Each Record Owner shall be a Member of the Association. Record ownership of a Lot, or interest in it, shall be the sole qualification for membership. Each Owner shall hold one membership for each Lot owned and the membership shall be appurtenant to it. When more than one Person holds an interest in any Lot, all such Persons shall be Members. Each Owner shall remain a Member until their

record ownership in a Lot ceases, at which time their membership shall automatically cease. Persons who hold an interest in a Lot merely as security for performance of an obligation are not Members until such time as the security holder comes into record title to the Lot through foreclosure or deed in lieu of foreclosure. Membership may not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to a Lot and then only to the transferee.

Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall automatically transfer the appurtenant membership to the transferee.

3.2 VOTING. The Association shall have one class of Members. Members shall be entitled to one vote for each Lot owned. The Persons entitled to vote at any meeting of the Members shall be those Persons who are Members in good standing as of the record date.

The vote that is attributed to each Lot may not be cast on a fractional basis. If the Lot has more than one Owner and the Owners are unable to agree as to how the vote should be cast, the vote shall be forfeited on the matter in question. If one Owner casts the vote attributed to a Lot, the vote shall conclusively bind all the Owners of that Lot. If more than one Owner casts the vote attributed to a Lot in any matter in which only one vote could be cast for that Lot, the votes cast by such Owners shall not be counted and shall be considered void.

3.3 ASSOCIATION'S POWERS. The Association shall have all the powers of a nonprofit mutual benefit corporation organized under the General nonprofit mutual benefit corporation law of California, subject only to such limitations on the exercise of its powers as are set forth in the Governing Documents. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done under the Governing Documents, and to do and perform any act that may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. The Association shall have the responsibility of owning, managing, and maintaining the Common Area and Common Facilities. The specific powers of the Association are set forth in §6.1 of the Bylaws. Except as to matters requiring the approval of Owners as set forth in the Governing Documents, the affairs of the Association, shall be conducted by the Board, or its designees pursuant to §3.9.

3.4 ASSOCIATION RULES.

3.4.1 Rule-Making Authority. The Board may adopt, publish and enforce Rules which provide more specificity concerning the implementation of the other Governing Documents. The Rules may address matters pertaining to the maintenance, repair, management and the Residents' use of the Common Area and Common Facilities, §5.2 Architectural Rules, the procedure the Association will follow to enforce the Governing Documents, regulation of parking, pet ownership and other matters addressed in Article V, Use Restrictions, collection and disposal of refuse, minimum standards for the maintenance of landscaping or other Improvements on any Lot, and any other subject or matter within the

jurisdiction of the Association, or as provided in federal, state or local law. The Rules shall not be inconsistent with, or materially alter, any provision of the other Governing Documents. In the event of any material conflict between any Rule and any provision of the other Governing Documents, the conflicting provisions contained in the other Governing Documents shall prevail.

3.4.2 Adoption and Amendment of Rules. Rules may be adopted or amended by a majority vote of the Board. However, no Rule or amendment shall be effective until at least 30 days after the proposed Rule or amendment has been mailed to the Owners unless the Rule deals with an Emergency.

3.5 ASSESSMENT AUTHORITY. The Board shall establish, fix, and levy Assessments and use charges for the Common Facilities in amounts sufficient to perform the Association's obligations under the Governing Documents and California law. The Board shall collect and enforce payment of such Assessments and use charges in accordance with the provisions of Article IV of this Declaration.

3.6 POWER TO SETTLE CLAIMS. The Board, in its sole discretion, may settle any dispute involving the Association, including any litigation, under such terms and conditions as it considers appropriate.

For such purposes, the Board shall be, and hereby is, irrevocably appointed attorney-in-fact to act on behalf of all Owners upon such terms and conditions and for such consideration as may be approved by a majority of the Board.

Upon the written request of a majority of the affected Owner's, and if the Board decides it would be in the Association's best interest to do so, it shall have the authority to compromise, settle, release and otherwise adjust claims, demands, causes of action and liabilities arising out of or relating to a condition or defect common to many of the Lots. The Board shall have the right to make, receive and distribute all payment or other consideration necessary in connection with these matters.

3.7 ASSOCIATION'S LIMITED RIGHT OF ENTRY. The Association shall have the right to enter any Lot, except the Residence, only when the Association is unable to contact the Owner to obtain approval, when an Emergency exists.

3.8 LIMITATION ON LIABILITY OF DIRECTORS AND OFFICERS. No director or officer of the Association (collectively and individually referred to as the "Released Party") shall be personally liable to any Owner, Resident 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, provided that such Released Party has acted in good faith, in a manner that such person believed to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

3.9 RIGHT TO DELEGATE POWERS AND DUTIES. The Board may delegate

any of its powers and duties to any qualified person, committee or Association manager. However, the Corporation shall be managed and all corporate power exercised under the ultimate direction of the Board. The Board shall not delegate the power to hold hearings or to impose Sanctions.

No person who suffers bodily injury (including without limitation, emotional distress or wrongful death) as a result of the tortious act or omission of a volunteer Director or Officer shall recover damages from them if all of the following conditions are satisfied:

- (a) The volunteer is a Resident tenant or owns no more than two Lots;
- (b) The act or omission was within the scope of the volunteer's Association duties;
- (c) The act or omission was performed in good faith;
- (d) The act or omission was not willful, wanton, or grossly negligent;
- (f) The Association maintained and had in effect, at the time the act or omission occurred and at the time a claim was made, one or more policies of insurance that include coverage for general liability of the Association and individual liability of the officers and directors of the Association for negligent acts or omissions in their official capacities, with minimum coverage for both types of insurance being not less than \$1,000,000.

The payment of actual expenses incurred by a Director or Officer performing Association duties shall not affect that person's status as a volunteer. However, any Director or Officer who receives direct or indirect compensation from a financial institution that acquired a Lot as the result of a foreclosure proceeding is not a volunteer.

The provisions of the preceding two paragraphs are intended to reflect the protections accorded to volunteer Directors and Officers under Civil Code §1365.7. In the event that Civil Code section is amended or superseded by another, similar provision of the California codes, those paragraphs shall be deemed amended to correspond to the amended or successor Civil Code section without the necessity of further Owner approval.

ARTICLE IV ASSESSMENTS

4.1 AGREEMENT TO PAY. Each Owner by acceptance of a deed covenants and agrees to pay the Regular, Special, and Special Individual Assessments levied in accordance with this Declaration without regard to whether this covenant is set forth in the deed. This agreement to pay Assessments is a covenant which is independent of the Association's duty to provide the services required by this Declaration.

4.2 ASSESSMENTS PERSONAL OBLIGATION. Each Assessment, together with any late charge, Collection Costs and interest, (Related Charges), shall be the personal obligation of the Owner when the Assessment is levied, and the obligation for Related Charges is incurred. If there is more than one Owner of a Lot, each Owner shall be jointly and severally liable. No Owner may be relieved from the obligation for unpaid Assessments or Related Charges nor release their Lot from the Association's Lien, by selling the Lot or waiving the use or enjoyment of all or any portion of the Common Area or the Lot, or by abandoning the Lot. Each Owner who acquires title to a Lot whether at judicial sale, trustee's sale or otherwise shall be personally liable only for Assessments attributable to the Lot which become due and payable after the sale, and shall not be personally liable for Assessments of prior Owners unless the new Owner expressly assumes the personal liability. Any unpaid Assessment of a previous Owner shall remain the debt of such previous Owner against whom assessed.

4.3 DELINQUENT ASSESSMENT. Any Assessment, including any installment payment, shall become delinquent if payment is not received by the Association fifteen (15) days after its due date. There may be a late charge in an amount which will be set forth in the Assessment Collection Policy. A late charge may not be imposed more than once on any delinquent Assessment or delinquent installment. Interest upon Collection Costs, late charges and the delinquent Assessment may be imposed as set forth in the Assessment Collection Policy.

4.4 PAYMENT OF ASSESSMENTS. The Board shall establish the Association's fiscal year and the Regular Assessment period. The entire Regular Assessment shall be due the first day of the Regular Assessment period. The Board may accept installment payments of any Assessment from Owners who make timely installment payments. The installments are to be paid in advance and due the first day of the installment period. If an Owner does not make timely installment payments, the Board may revoke an Owner's privilege of making installment payments, and declare the Owner's total unpaid remaining Assessment immediately due and payable after providing notice and an opportunity to be heard as set forth in the Bylaws at Article X. In order to revoke an Owner's installment payment privilege and to accelerate the due date of the remaining portion of an unpaid Assessment, the Board must give the Owner fifteen days' written notice and an opportunity to appear and show cause why it should not do so. The Board's decision to revoke an Owner's privilege of making installment payments may remain effective indefinitely, or for as long as the Board deems appropriate. The right to revoke an Owner's installment payment privilege and accelerate the due date of the remaining unpaid

portion of an Assessment applies to all Assessments which are to be paid in installments.

4.5 ASSOCIATION'S POWERS TO SUE AND TO ESTABLISH LIEN. The Association has the right to collect and enforce Assessments. The Association may enforce the payment of delinquent Assessments, including Special Individual Assessments, by suing the Owner directly on the debt established by the Assessment, and/or by establishing a Lien against the Owner's Lot and foreclosing the Lien through either judicial proceedings or nonjudicial proceedings under a power of sale. The Association may commence and maintain a lawsuit directly on the debt without waiving its right to establish a Lien against the Owner's Lot for the delinquent Assessment.

4.6 CREATION OF ASSESSMENT LIEN. A delinquent Assessment, and Related Charges shall become a Lien on the Lot against which the Assessment was levied upon the recordation of the Notice of Delinquent Assessment Lien (Lien) in the office of the Contra Costa County Recorder. The notice shall describe the amount of the delinquent Assessment and Related Charges, a description of the Lot, the name of the Record Owners and, if the Lien is to be enforced by power of sale under a nonjudicial foreclosure proceedings, the name and address of the trustee authorized by the Association to enforce the Lien by sale. The notice shall be signed by any officer of the Association, or any employee or agent of the Association with written Board authorization to do so. Unless the Board considers the immediate recording of the Lien to be in the best interest of the Association, the Lien shall not be recorded until sixty (60) calendar days after the Association has given the Owner a written notice of delinquency and a demand for payment. If the delinquent Assessment and Related Charges are paid or otherwise satisfied, the Association shall record a notice of satisfaction and release of Lien.

4.7 FORECLOSURE UNDER ASSESSMENT LIEN. The Board may enforce its Lien established pursuant to this Article by filing an action for judicial foreclosure or by recording a notice of default in the form described in Civil Code §2924c(b)(1) to commence a nonjudicial foreclosure. Any nonjudicial foreclosure shall be conducted in accordance with the requirements of Civil Code §§2924, 1924b, 2924c, 2924f, 2924g, 2924h and 2924j, that apply to nonjudicial foreclosures of mortgages or deeds of trust. The sale shall be conducted by the trustee named in the notice of delinquent Assessment or by a trustee substituted in accordance with the provisions of Civil Code §2934a. The Association may bid on the Lot at the sale, and may hold, lease, mortgage, and convey the acquired Lot. If the default is cured before the sale, or before completing a judicial foreclosure, including payment of all costs and expenses incurred by the Association, the Association shall record a notice of satisfaction and release of Lien, and, on receipt of a written request by the Owner, a notice of rescission of the declaration of default and demand for sale.

4.8 SUBORDINATION OF THE LIEN TO MORTGAGES. The Lien shall be subordinate to the Lien of any first mortgage of record. Sale or transfer of any Lot shall not affect the Lien, which may be foreclosed by the Association while owned by the new Owner, to satisfy the previous Owner's

obligation to the association. No sale or transfer shall relieve such Lot or its new Owner from liability for any Assessments thereafter becoming due or from the Lien thereof. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the Lien as to payments which became due prior to such sale or transfer.

4.9 SCOPE OF ASSESSMENT AUTHORITY. Except as provided in Civil Code §1366, the Board shall levy Regular and Special Assessments sufficient to perform its obligations under the Governing Documents and Title 6, of Part 4 of Division 2 of the Civil Code. The Board shall levy Special Individual Assessments when necessary as set forth in §4.13.

The Assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the Members of the Association, to improve, replace, repair, operate, landscape, and maintain the Common Area, to operate the corporation and to perform the duties of the Association, to obtain compliance with the Governing Documents, to obtain reimbursement for damage to the Common Area, to construct new capital Improvements, and to further any other purpose that is for the common benefit of the Owners in their use and enjoyment of the Properties. Except for Special Individual Assessments, Assessments must be fixed at a uniform rate for all Lots. The Board shall provide Owners with notice by first class mail of any increase in Regular or Special Assessments not less than thirty (30) nor more than sixty (60) days prior to the due date.

4.10 REGULAR ASSESSMENTS. Prior to the issuance of its Budget, the Board shall estimate anticipated Common Expenses for the next succeeding fiscal year including additions to the reserve fund established to defray the costs of future repairs, replacement, restoration or maintenance of the Association's Major Components. The Common Expenses estimated in the Budget (less projected income from sources other than Assessments) shall become the Regular Assessment for the next succeeding fiscal year. No increase in the Regular Assessment shall be imposed unless the Board has issued the Budget in compliance with CC §1365(a) or has obtained the Owners' approval of the noncompliance as set forth in this section. Without the following Owner approval the Board may not, impose a Regular Assessment for any fiscal year more than 20 percent above the preceding Regular Assessment, or impose Special Assessments which in the aggregate exceed 5 percent of the Association's budgeted gross expenses for that fiscal year. If the Board fails to establish a Regular Assessment for any fiscal year, the Regular Assessment made for the preceding fiscal year shall continue to be the Regular Assessment until the Board establishes a different Regular Assessment.

California Civil Code §1366(a) requires that certain Board proposals have a specific type of Owner approval referred to herein as a §4.10 Owner approval. A Board proposal has §4.10 Owner approval when it is approved by a majority of the votes at a Owner's meeting or election at which a quorum is present. For purposes of a §4.10 Owner approval, a quorum means the presence, in person or by proxy, of more than 50 percent of the Owners at a meeting conducted in accordance with Corporations Code §§7510-7527, and §7613.

4.11 ASSESSMENTS FOR EMERGENCIES. The §4.10 Owner approval requirement does not apply to Assessment increases necessary for emergency situations. An emergency situation is any of the following:

- (a) An extraordinary expense required by an order of court.
- (b) An extraordinary expense necessary to repair or maintain the project or any part of it that the association is responsible to maintain when a threat to personal safety on the property is discovered.
- (c) An extraordinary expense necessary to repair or maintain the Properties could not have been reasonably foreseen by the Board when preparing and distributing the Budget, provided that before levying an Assessment for an emergency, the Board must pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not, or could not, have been reasonably foreseen in the budgeting process. The resolution shall be distributed to the Owners with the notice of Assessment. The notice shall be signed by any officer of the Association, or any employee or agent of the Association with written Board authorization to do so.

4.12 SPECIAL ASSESSMENTS. At any time during a fiscal year the Board may levy and collect a Special Assessment, applicable to that fiscal year only, if it determines that the Association's available funds are or will become inadequate to meet the estimated expenses of the Association. The following are representative circumstances which might justify a Special Assessment: the maintenance of appropriate reserves, unanticipated delinquencies, unexpected repairs or replacements of the Association's Major Components, and construction of additional capital improvements.

Except for Special Individual Assessments described in §4.13, the Board may not levy a Special Assessment that either by itself or in the aggregate with other Special Assessments levied for that fiscal year would be in excess of five percent of the budgeted gross expenses of the Association for the fiscal year without obtaining a §4.10 Owner approval. The due date and payment provisions will be set forth in the Board resolution which levies the Special Assessment. If the Board obtains a §4.10 Owner approval the Special Assessment may be collected over a multi-year period.

4.13 SPECIAL INDIVIDUAL ASSESSMENTS. The Board may impose a Special Individual Assessment against a Resident and/or an Owner and the Owner's Lot to reimburse the Association for costs incurred, a) to repair damage to the Common Area or Common Facilities (to the extent that the Association is not compensated by insurance proceeds) caused by the willful misconduct or negligent act or omission of any Resident or Owner, or b) to gain compliance with the Governing Documents, including without limitation, the costs incurred in an Emergency as authorized by §3.7, payment of reasonable fines and penalties, title company fees, management fees, accounting fees, court costs and reasonable attorneys' fees. Once a Special Individual Assessment has been levied a notice shall be mailed and it shall be a separate debt of the Owner and shall be due and payable

within 30 days after the mailing of this notice. Special Individual Assessments shall be subject to the Lien and foreclosure procedure as provided in §4.7, provided the Owner is given notice and an opportunity to be heard as set forth in the Bylaws at Article X concerning the basis for the Special Individual Assessment.

4.14 REQUIREMENT FOR COMPLIANCE CERTIFICATE. Within ten (10) days of the mailing or delivery of a written request by any Owner, the Board shall provide the Owner with (A) a true written statement from an authorized representative which sets forth the amount of the current regular and special assessments and fees, as well as any levied but unpaid Assessments, late charges, interest, Collection Costs and other charges which are, or may become, a Lien upon the Owner's Lot and (B) notice of any change in the current regular assessments and fees which have been approved by the Board but have not become due and payable as of the date of this disclosure. The Board may charge the Owner a fee to recover its reasonable costs to prepare and reproduce this and other information which may be requested pursuant to Civil Code §1368. In addition, if there will be a change in ownership, the Association may impose a reasonable fee to cover its actual costs to change its records. Any prospective purchaser or mortgagee may rely on the information in this written statement.

**ARTICLE V
USE RESTRICTIONS**

5.1 SINGLE FAMILY RESIDENTIAL USE. The use of the Lots is restricted to Single Family Residential Use. In no event shall a Residence be occupied by more individuals than permitted by applicable law, zoning or other local governmental regulation. Other than the business necessary to operate the Association and the business activities identified in §5.3 no part of the Property shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purpose.

5.2 PROHIBITION OF BUILDINGS. No temporary structure, i.e. trailer, mobilehome, recreational vehicle, camper, basement, tent, shack, garage, barn or other outbuilding may be placed on a Lot and used either temporarily or permanently for human habitation.

5.3 BUSINESS ACTIVITIES. Other than the business necessary to operate the Association, no business or commercial activities may be operated out of any Residence, garage or on any portion of any Lot without operating in compliance with the City code including without limitation, obtaining the proper business license. No restrictions contained in this section shall be construed in such a manner so as to prohibit Owners from a) maintaining a personal library in a Residence, b) keeping personal business records or accounts therein, c) handling personal or professional telephone calls or correspondence therefrom, d) leasing or renting the Residence in accordance with §2.3, or e) conducting any other activities on the Owner's Lot otherwise compatible with residential use and the provisions of this Declaration which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization.

The Association may prohibit business or commercial activity which requires a use permit. The uses described in (a) through (e), above, are expressly declared to be customarily incidental to the residential use of the Lot and not in Violation of this section. A business activity in a Residence which is in violation of the City code is a Violation.

5.4 COMMON AREAS. The use of Common Areas shall be limited to use for open space, aesthetic and recreational purposes by the Association's Residents and their guests only, subject to the limitations set forth in the Governing Documents. Residents shall not allow their furniture, furnishings, or other personal property to remain within any portion of the Common Area without the Board's written permission. Fences and landscaping shall not encroach upon the Common Area.

5.5 PROHIBITION OF NOXIOUS ACTIVITIES. No illegal, noxious or offensive activity shall be permitted to exist upon any Lot or Common Area, nor shall anything be done within the Properties which is or could become an unreasonable annoyance or nuisance to neighboring property Owners, including without limitation, barking dogs, excessively noisy air conditioners or generators, stereo amplifier systems, television systems, musical instruments, motor vehicles or power tools.

5.6 MAINTENANCE OF RESIDENCE EXTERIORS. The exteriors of all

Residences must be maintained in a neat and attractive manner. This includes without limitation, removal of oil stains from driveways, re-painting of Residence exteriors and painted fences with §6.2.2 approved colors, and maintenance of fences, gates, sidewalks, garage doors, roofs, chimneys, and other Improvements visible from a Lot, the Common Area or the street.

5.7 MAINTENANCE OF YARDS. Manure, composting materials and decaying vegetation in such quantities as to emit odors which can be discerned beyond the Lot shall not be maintained on any Lot. The lawn and vegetation on each Lot shall be mowed, weeded, trimmed and watered, and shall otherwise be maintained in a healthy, weed free, neat and attractive manner. An Owner's obligation to water shall not require a violation of a government imposed water restriction. However, reasonable efforts to keep vegetation alive shall be made. Vegetation which dies shall be promptly removed. Bare dirt areas visible from the street may not exceed fifteen percent (15%) of the total yard area visible from the street. After providing a notice of a Violation of this section and an opportunity to be heard as described in Article X of the Bylaws, the Board may take such steps as it deems necessary to correct the Violation, including without limitation, imposing a Special Individual Assessment, and recording a Lien to secure the reimbursement of the costs the Association incurs to take these steps.

5.8 APPEARANCE OF LOTS. No Lot, yard or Improvement shall be installed or maintained which is, in the opinion of the Board or its Architectural Committee, detrimental to the property values or appearance of the Properties.

5.9 HOUSEHOLD PETS. Common household pets may be kept on each Lot so long as the same are not kept, bred or maintained for commercial purposes as defined by City Ordinances. Animals not defined by City Ordinances as Common Household Pets shall not be kept, bred or raised on any Lot or in any Residence. Dogs shall be allowed on the Common Area only when leashed. No household pet shall be left unattended, tethered in front of a Lot or in the Common Area. Pet Owners shall be responsible for the prompt disposal of pet wastes deposited by their pets. Each Resident bringing or keeping a pet on the Properties shall be responsible for the conduct of the pet. The Association, its Board, officers, employees and agents shall have no liability for any damage or injury to persons or property caused by any pet.

5.10 SIGNS. Advertising signs shall not be displayed on any Lot or the Common Area except that Owners may post on their Lots any signs required by legal proceedings and a single "For Rent," "For Lease" or "For Sale" sign which is not greater than a standard real estate sign. A-frame or other directional signs of real estate brokers advertising Properties for sale or lease shall not be allowed within the Common Area. Political signs shall not be displayed within the Common Area. Liability, warning, and alarm system signs which are not greater than 12" by 12" may be posted.

5.11 PARKING AND VEHICLE RESTRICTIONS. To maintain an uncluttered appearance within the Association, the following parking restrictions shall apply:

5.11.1 Authorized Vehicles. Except as otherwise provided in §5.11.2, only the following vehicles ("authorized vehicles") shall be permitted to be parked within the Properties: standard passenger vehicles, including bronco or blazer type trucks, and trucks which do not exceed a manufacturer's rating of one ton.

5.11.2 Unauthorized Vehicles. Campers, boats, trailers, recreational vehicles, commercial vehicles and trucks which exceed a manufacturer's rating of one ton are unauthorized vehicles and are not to be parked within the Properties, where they are visible from the street, a Common Area, or another Lot, except for periods not to exceed seventy-two (72) hours for the purpose of loading and unloading.

5.11.3 Use of Driveways and Garage. All driveways shall be maintained in a neat and orderly condition and garage doors shall be operable. The garages are to be used for the parking of the Resident's authorized vehicles, and shall not be converted to living quarters.

5.11.4 Vehicle/Boat Repair. No vehicle or boat shall be constructed, reconstructed or repaired within the Properties outside of a garage and no inoperable vehicle shall be stored on the Properties, where it is visible from the street, a Common Area, or another Lot.

The provisions of this section shall not apply to emergency vehicle repairs or standard maintenance.

5.12 GARBAGE. Any rubbish, trash, or garbage that is accumulated outside the interior walls of a Residence shall be stored entirely within appropriate covered disposal containers which shall be located in the enclosed area adjacent to the Residence and screened from view from any street, neighboring Lot or Common Area, except on the day for trash pickup.

These containers must be located in the place designated for this purpose upon each Lot and returned to this area within twenty-four hours of the trash pickup. No condition which creates a fire hazard or is in violation of local fire regulations including, without limitation, trash piles or weeds, will be permitted to exist on a Lot. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and Improvements) shall be removed from the Properties to a public dump or trash collection area by the Resident at their expense in a reasonable and timely manner. Dumping trash or debris on the Common Area is not permitted. The Association shall be entitled to impose reasonable fines for the collection of garbage and refuse disposed in a manner inconsistent with this section.

5.13 STORAGE. Storage of personal property on any Lot shall be entirely within enclosed storage areas. There shall be no storage piles accumulated on top, or outside, of any enclosed storage area although Residents shall be entitled to stack firewood outside of enclosed storage areas if it is not visible from any street. The Association shall have the right to establish and maintain on the Common Area appropriate storage yards and storage buildings for the maintenance of materials and equipment used by the Association in connection with its planting, building, repair, maintenance and preservation of the structures, gardens and other Improvements within the Common Areas which the Association is obligated to repair and maintain.

5.14 CLOTHESLINES. Exterior clotheslines shall not be erected or maintained and there shall be no drying or laundering of clothes on any Lot in a manner which is visible from the Common Area or a street.

5.15 MACHINERY AND EQUIPMENT. No machinery, equipment, or any construction materials, of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual or customary in connection with the use, maintenance, or improvement of a private residence.

5.16 DISEASES AND INSECTS. No Owner shall permit any thing or condition to exist upon their Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

5.17 COMMON AREA MAINTENANCE BY OWNERS. To preserve the external harmony of Property, no painting, repair, landscaping, or other exterior maintenance shall be performed upon the Common Area by Persons other than Association authorized personnel, without the prior written consent of the Board, except that an Owner may personally abate weeds on the Common Area adjacent to their Lot without the Board's prior written

consent. They shall not hire others to do this. Owners shall cooperate with Association authorized personnel in the performance of this work.

5.18 DRAINAGE. There shall be no interference with the established drainage pattern over the Property, unless an adequate alternative provision is made for proper drainage is given written approval by the Board. "Established" drainage is defined as the drainage which existed at the time of close of escrow for the sale of the first Lot to the purchaser pursuant to a Final Subdivision Public Report for each unit of the Property, or that which is shown on any plans approved by the Board. No Owner shall do any work, construct any Improvement, place any landscaping or permit any condition which shall alter or interfere with the drainage pattern for the Owner's or any adjacent Lots or parcels or Common Area. Plans and specifications submitted to the Architectural Committee in connection with the construction of an Improvement shall include a drainage plan in sufficient detail to permit the Committee to assess the impacts, if any, of the Improvement on natural drainage courses.

5.19 VIEW OBSTRUCTIONS. Nothing should be constructed or planted upon any Lot in such location or of such height as to obstruct the view from any other Lot. In the event of a dispute between Owners as to the obstruction of a view from a Lot, the dispute shall be submitted to the Board whose decision shall be binding. Any such obstruction shall, upon the request of the Board, be removed or otherwise altered to the Board's satisfaction by the Owner upon whose Lot the obstruction is located.

5.20 GUESTS. Each Owner and Resident shall be accountable for the conduct and behavior of their guests and that of any children temporarily residing in or visiting the Residence and for any damage to the Properties caused by such guests.

5.21 RESTRICTION ON FURTHER SUBDIVISION AND SEVERABILITY. No Lot shall be further subdivided nor shall less than all of any such Lot be conveyed by an Owner thereof and no Owner of a Lot shall be entitled to sever their Lot from the Common Area portion of the Properties.

5.22 TIME SHARING. Time share use, a time share estate, or any other form of interval ownership of the Lots is prohibited.

5.23 ACTIVITIES AFFECTING INSURANCE. Nothing shall be done or kept within the Common Area which will increase the rate of insurance relating thereto on any policy maintained by the Association without the prior written consent of the Association and no Owner shall permit anything to be done within the Common Area which would cause any Improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance on any part of the Common Area.

5.24 ANTENNAS AND SIMILAR DEVICES. In order to maintain the general attractive appearance of the Properties, no Owner shall place or maintain any objects, such as masts, towers, poles, television and radio antennas, or television satellite reception dishes which are visible from a Lot, the Common Area or the street unless architectural approval is first obtained in accordance with Article VI. The prohibition of television

antennas and satellite reception dishes with a diameter or diagonal measurement greater than 36 inches is dependent upon the continued availability of cable television service. Furthermore, no activity shall be conducted on any Lot which causes an unreasonable broadcast interference with television or radio reception on any Lot.

5.25 FIRE REGULATIONS AND BURNING. There shall be no exterior fires whatsoever except barbecue fires located only upon the Owner's Lot and contained within receptacles designed for such purpose. A violation of a City, Regional, County, State or National fire prevention law or regulation is also a Violation.

5.26 PLAYGROUND/SPORTS EQUIPMENT. No fixed basketball standards, fixed playground equipment, or fixed sports apparatus shall be permitted on any Lot, except at locations in fenced rear yard areas which are not visible from a street. Portable basketball standards and other portable sports equipment may not interfere with traffic flow and may not be used between dark and 9:00 a.m. and must be stored out of sight when not in use.

5.27 RE-ROOFING MATERIALS. Natural wood or shake re-roofing materials shall not be permitted on any Residence unless they are treated with fire retardant materials and result in a roofing system which is not less than class B. The use of other re-roofing materials, such as tile, or artificial shakes that have the appearance of natural wood shingles shall be permitted, subject to prior Architectural Committee approval of the appearance and quality of the material.

5.28 EXTERIOR LIGHTING AND FIXTURES. No colored lights (except holiday displays and yellow insect type lights) shall be permitted at any location within the Properties, where they are visible from the street or a Common Area. All exterior fixtures that are attached to the Residence shall be compatible with the design and materials of the Residence. Any post-mounted exterior fixtures shall also be compatible in design and materials to the fixtures attached to the Residence. No fixtures which illuminate and excessively glare onto any other Lot shall be permitted. No white plastic address type identification fixtures, or unshielded spot/floodlight fixtures are permitted without prior written approval of the Architectural Committee. Holiday decorations and lighting displays may be put up thirty (30) days preceding the Holiday and must be taken down by thirty days following the Holiday.

5.29 GLASS, SKYLIGHTS, DOORS, Etc. Any modifications to existing or original design or style of windows, doors, glass and glass treatments, skylights, solar panels, other comparable building Improvements which are visible from a Lot, the Common Area or a street must have specific prior written approval of the Architectural Committee. No screen type door mounted over a hinged type door which is visible from a Lot, the Common Area or the street shall be permitted.

5.30 WINDOW COVERINGS. Windows visible from the street, the Common Area, or another Lot cannot be painted or covered by foil, cardboard, sheets or other similar materials. Any window coverings visible from the street must conform to the external house color schemes and be

maintained in a neat and attractive manner.

5.31 FENCES. Any proposed new, or modification of existing, screening and fencing must be approved by the Architectural Committee and must be designed to conform to the design of the Properties. All screening and fencing must be maintained, so as not to have a shabby or unkempt appearance. New screening and fencing must be so designed as to face its most attractive side toward the street or toward any neighboring Lots or Common Area.

Where Residences on adjoining Lots are set back different distances from the street, the visible perimeter fence on their common property line shall be of the same material and color as the wing fence of the Residence which is closest to the street.

No fence, hedge, or planted border which exceeds 4' in height shall be erected or maintained or permitted on any portion of any Lot which is in front of the Residence. No fence, hedge, or planted border which exceeds 6' in height shall be erected or maintained or permitted on any portion of any Lot which borders the Common Area. Fences erected on any other portion of the Lot shall not exceed 6' in height. A fence shall not be located outside of a City set back restriction.

5.32 BLIND CORNERS. To eliminate blind corners where Improvements might restrict the view of traffic, no Improvement more than three (3) feet high shall be placed or maintained on corner Lots within the triangular area described as follows. Extend the straight property line on those two Lots adjacent to a street intersection which would, if extended, form a corner. Then beginning from that point of intersection go back thirty-five (35) feet along each line. Then join those two points with a third straight line.

5.33 VARIANCES. Upon Application by any Owner, the Board shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in this Article V, if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development contemplated by this Declaration. In considering and acting upon any request for a variance, the Board shall follow the procedures set forth in §6.4 for the granting of architectural variances.

5.34 ENFORCEMENT COSTS. The Association's management fees, attorney fees and other costs incurred to enforce Violations of these use restrictions can be collected as a Special Individual Assessment via the lien, foreclosure method.

ARTICLE VI ARCHITECTURAL REVIEW

6.1 APPROVAL REQUIRED. No exterior Improvement or any alteration of any existing exterior Improvement, including without limitation, the re-painting of the exterior of any Residence, any exterior addition, or alteration of, solar, air conditioning or heating systems, skylights,

windows, pools, spas, ponds, fountains, awnings, patio covers, antennae, major landscaping, stonework, fireplace or concrete work, and mechanical, plumbing, or electrical facilities, shall be commenced, erected or maintained within the Properties, without prior written Board or Architectural Committee approval of a Home Improvement Application Request Form (Application) showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of proposed Improvements or exterior alteration. The Board or Architectural Committee shall review the Application and base its decision upon the quality of the proposed materials, the harmony of external design and the location in relation to surrounding structures, setback lines, topography and finish grade elevation. An approval may be conditioned upon a modification of the work proposed in the Application.

An Owner's request for a variance from an Article V Use Restriction shall be referred to and processed as an Application. The Board shall adopt Rules, proposed by the Architectural Committee, to modify the architectural review process as necessary to accommodate the process by which requests for use restriction variances are considered.

6.2 ARCHITECTURAL COMMITTEE. The Board shall appoint an Architectural Committee composed of not more than five Persons to perform the review and approval responsibilities required by this Declaration. The President shall appoint the Chairperson. A majority of the Architectural Committee may designate a representative to act on its behalf.

6.2.1 Function of Architectural Committee. The Architectural Committee shall consider Applications and may decide, or make recommendations to the Board with respect to Applications, inspect work performed pursuant to such Applications, draft Architectural Rules for Board approval and perform other duties as delegated to it by the Board in the Architectural Committee charter.

6.2.2 Architectural Rules. The Architectural Rules shall interpret and implement the provisions of this Declaration by setting forth the standards and guidelines for architectural design, placement of any Improvement, color schemes, exterior finishes and materials and similar matters required for approval of Applications for Improvements and alterations of exteriors of Residences, as well as requests for variances. The Architectural Rules shall also establish timeframes and procedures to facilitate the review and decision concerning Applications. The Architectural Rules shall not compromise the minimum standards required by this Declaration. In the event of any conflict between the Architectural Rules and this Declaration, the Declaration shall prevail.

6.3 HOME IMPROVEMENT APPLICATION REQUEST FORM. The Application shall set forth the use, nature, kind, shape, height, width, elevation, color, materials, location and estimated time of commencement and completion of the proposed Improvement or alteration of the exterior of a Residence. If a building permit is required, the Architectural Committee may require that a copy be provided. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until the Architectural Committee reviews additional plans and specifications, if any are required, the application is not complete and the Architectural Committee may postpone its review.

6.4 VARIANCES. The Board shall be entitled to allow reasonable variances with respect to this Article VI or any restrictions specified in Article V in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships, provided that the following conditions are met:

6.4.1 Hearing. If the requested variance will necessitate deviation from, or modification of, an Article V use restriction, or

Article VI Architectural Control requirement, the Board must conduct a hearing on the proposed variance after giving at least 10 days' prior written notice to all Owners of Residences within 100 feet of the property for which the variance applies. The Owners receiving notice of the proposed variance shall have 30 days in which to submit written comments or objections with respect to the proposed variance. No decision shall be made with respect to the proposed variance until the 30-day comment period has expired.

6.4.2 Findings. The Board must make written findings that 1) the requested variance does not constitute a material deviation from the overall plan and scheme of development within the Properties or from any restriction contained herein or that the proposal allows the objectives of the violated requirement(s) to be substantially achieved despite the proposed noncompliance, 2) the variance relates to a requirement hereunder that is unnecessary or burdensome under the circumstances, or 3) the variance, if granted, will not result in a material detriment, or create a \$5.5 Noxious Activity, with respect to any other Residence, to the Common Area or to any other Owner within the Properties.

6.5 ARCHITECTURAL WAIVER. The approval of any Application shall not be deemed to constitute a waiver of any right to withhold approval on any similar Application subsequently submitted.

6.6 COMPLIANCE CERTIFICATE. Upon the completion of an investigation which confirms that the work complies with the approved Application, the Owner may request a Compliance Certificate prepared by the Owner on a form supplied by the Board certifying that all the Improvements identified therein are in compliance with this Declaration. The Architectural Committee may require the payment of a fee to conduct the investigation.

ARTICLE VII INSURANCE

7.1 TYPES OF COVERAGE. The Association shall obtain and maintain the following types of insurance, and conditions to the extent they are available at a reasonable premium. At least once every three years the Board shall review its insurance policies to determine their cost competitiveness, adequacy of coverage and to adjust them accordingly.

7.1.1 Fire and Casualty Insurance. The Association shall obtain and maintain a policy of fire and casualty insurance containing the standard extended coverage and replacement cost endorsements and such other or special endorsements as will afford protection and insure, for the full insurable, current replacement cost (excluding foundations and excavation, but without deduction for depreciation) all Common Facilities and the personal property of the Association for or against the following:

- (a) Loss or damage by fire or other risks covered by the standard extended coverage endorsement;

- (b) Loss or damage from theft, vandalism or malicious mischief; and
- (c) Such other risks, perils or coverage as the Board may determine.

To the extent available, the insurer shall agree to abide by the Association's decision as to whether or not to repair, reconstruct or restore all or any of the insured Improvements which were damaged or destroyed.

This policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement or the equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a clause to permit cash settlements for full insurable value in case of partial destruction. The policies required hereunder shall provide amounts or coverage as shall be determined by the Board and shall name as insured the Association, and all Owners as their respective interests may appear. The policies may contain a loss payable endorsement in favor of the trustee described in §7.4.

7.1.2 Liability and Property Damage Insurance. The Association shall obtain and maintain a policy of comprehensive public liability and property damage insurance naming as parties insured the Association, each Director, any manager, Owners and Residents, and such other Persons as the Board may determine. The policy will insure each named party against any liability incident to the ownership and use of the Common Area and Common Facilities.

This policy shall include a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than \$1 million covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to other homeowner associations similar in construction, location and use.

7.1.3 Additional Insurance and Bonds. To the extent such insurance is reasonably obtainable, the Association may purchase such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including, without limiting the generality of this section, demolition insurance, flood insurance, and workers' compensation insurance. The Board shall also purchase and maintain fidelity bonds or insurance in an amount which complies with the requirements of the secondary mortgage market, and which provides coverage for Persons who serve without compensation. The Board shall purchase and maintain such insurance on personal property owned by the Association and any other insurance, including directors and officers liability insurance, that it deems appropriate.

7.2 COVERAGE NOT AVAILABLE. In the event that any coverage required by §7.1 is for any reason not available at a reasonable premium,

the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage described above. The Board shall notify the Owners of any material adverse changes in the Association's insurance coverage.

7.3 COPIES OF POLICIES. Copies of all insurance policies (or certificates thereof showing the premiums thereon have been paid) shall be retained by the Association, or its designated agent, and shall be available for inspection by Owners.

7.4 TRUSTEE. All insurance proceeds payable from insurance policies obtained in compliance with §7.1.1 may, in the discretion of the Board, be paid to a trustee to be held and expended for the benefit of the Owners, Mortgagees and others, as their respective interests shall appear. Said trustee shall be a commercial bank or other institution with trust powers within the County that agrees in writing to accept such trust. If repair or reconstruction is authorized pursuant to Article VIII, the Association and any duly appointed trustee shall have the duty to contract for such work as provided in Article VIII.

7.5 ADJUSTMENT OF LOSSES. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to §7.1. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

ARTICLE VIII DAMAGE OR DESTRUCTION AND CONDEMNATION

8.1 COMMON FACILITIES.

8.1.1 Insurance Proceeds and Bids. In the event Common Facilities are damaged or destroyed, the Board shall determine the amount of insurance proceeds available to effect the repair, reconstruction and restoration, and shall obtain bids from at least two reputable, licensed contractors to restore the Common Facilities to substantially the same condition as they existed prior to the damage. The bids shall describe in detail the work required to restore the Common Facilities and shall present the itemized price for such work.

8.1.2 Sufficient Insurance Proceeds. If the available insurance proceeds are sufficient to cover the costs of repair, reconstruction and restoration, the Board shall restore the Common Facilities to substantially the same condition in which they existed prior to the loss. However, in the event of a total destruction of the Common Facility, the Association shall not be obligated to restore the facility to its prior appearance and condition if, in the Board's opinion, architectural or design changes will result in an improved facility.

8.1.3 Insufficient Insurance Proceeds. In the event that the sum of the available insurance proceeds, the amount the Association has reserved for the damaged facility, and the amount the Board could raise

via a Special Assessment without a \$4.10 Owner approval, are equal to or greater than the estimated restoration costs, the Board shall exercise its discretion with respect to the use of the insurance proceeds to restore the facility. In the event that the sum of these numbers is less than the estimated restoration costs, the Owners shall determine whether, to repair, reconstruct and restore the damaged facility, and specially assess all Owners for the additional funds needed to do so, or to utilize the available insurance proceeds together with other funds otherwise available for such purpose, to demolish and remove the damaged or destroyed facility and to level and landscape the site.

8.2 RESIDENCES.

8.2.1Obligation to Rebuild. If all or any portion of any Residence is damaged or destroyed by fire or other casualty it shall be the duty of the Owner of said Residence to rebuild, repair or reconstruct said Residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty or to remove any damaged structures from the Owner's Lot without unreasonable delay. If the Residence is destroyed and the Owner decides not to rebuild, the Owner shall clear and level the Lot, removing all debris and remains of the Residence and leave the Lot in a level, clean condition. The Owner, or successor Owners, shall thereafter present a landscaping plan to the Architectural Committee for its approval, and thereafter maintain the approved landscaping plan.

8.2.2Architectural Committee Approval. The Owner shall apply to the Architectural Committee for approval of plans for the reconstruction, rebuilding, or repair of the Residence. The Application shall be made in writing together with full and complete plans, specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant such approval only if the design proposed by the Owner would result in a finished Residence in harmony with the exterior design of other Residences within the Properties.

8.2.3Time Limitation for Reconstruction. The Owner and the Architectural Committee shall be obligated to proceed with all due diligence hereunder to discharge their respective obligations. Unless a waiver or modification of these time requirements is obtained from the Architectural Committee in accordance with §§6.5-6.8, the Owner shall commence reconstruction or removal of the damaged or destroyed structure within a reasonable period after the damage occurs and complete reconstruction or removal within one year after the damage occurs.

8.3 CONDEMNATION. If all or part of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for, or on account of, the taking of the Common Area, exclusive of compensation for consequential damages to certain affected Lots, shall be payable to the Association as trustee for all Owners and Mortgagees according to the loss or damages to their respective interest in the Common Area. The Association, acting through its Board, shall have the right to act on behalf of the Owners with respect to the negotiation, settlement and litigation of the issues with respect to

the taking and compensation affecting the Common Area. Each Owner hereby designates and appoints the Association as their attorney-in-fact for such purposes.

ARTICLE IX ENFORCEMENT OF GOVERNING DOCUMENTS

9.1 OBLIGATION TO ENFORCE. In the event of a Violation, or threatened Violation of the Governing Document, the Board shall enforce the Governing Documents in any manner provided by law or in equity, including without limitation,

- (a) levy a Special Individual Assessment, record and foreclose a Lien authorized by §4.5;
- (b) suspend an Owner's Association rights, including without limitation, Owner in Good Standing status, voting, service as a Director, and recreational Common Facility use;
- (c) hire legal counsel; or
- (d) commence a legal action for damages, injunctive relief or both.

The determination of whether the Association will use any or all of the above remedies shall be within the sole discretion of the Board. A Violation will give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages, or for injunctive relief, or both. Except in an Emergency, the Board's decision to levy a Special Individual Assessment or suspend rights will require them to provide the notice and opportunity to be heard set forth in Article X of the Bylaws. The Board will make and respond to Requests for Resolution, as provided for in the Civil Code with respect to alternative dispute resolution, in a manner which it believes will serve the Association's best interest.

9.2 INADEQUATE LEGAL REMEDY. Except for the nonpayment of an Assessment, it is agreed that the remedy at law to recover damages for the Violation of the Governing Documents is inadequate and the Violation may be enforced by court ordered injunction.

9.3 NUISANCE. Every act or omission which is a Violation shall constitute a nuisance and, in addition to all other remedies set forth, may be abated or enjoined by any Owner, or the Board.

9.4 CUMULATIVE REMEDIES. The remedies provided by this Declaration shall be cumulative, and the exercise of any one shall not preclude the exercise, at the same or at different times, of any other such remedies for the same or any different Violation. The failure to exercise any remedy shall not, under any circumstances, be construed as a waiver of the remedy.

9.5 COSTS AND ATTORNEYS' FEES. A violating Owner shall reimburse the Association for all attorney fees and other costs it incurs when it engages an attorney to enforce the Governing Documents, with or without

the filing of any action or proceeding in the courts. A violating Owner's obligation to reimburse the Association's attorney fees shall not arise until the Association gives notice of the Violation and its intent to seek reimbursement of its attorney fees. However, the Board shall be reimbursed for its attorney fees without this prior notice when the nature of the Violation is such that the Association's ability to enforce the Governing Documents would be substantially compromised by delaying its access to legal advice until after it gives this notice.

9.6 WAIVER. The failure of any Owner or the Board to enforce any of the provisions of the Governing Documents shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Board.

9.7 SCHEDULE OF FINES. If the Association imposes fines the Board shall implement a schedule of fines for offenses for common or recurring offenses. Once imposed, a fine other than a delinquent Regular or Special Assessment and Related Charges may not be collected via a Lien or foreclosure procedure or otherwise as a Special Individual Assessment until the Board provides the Owner with notice and opportunity to be heard as set forth in Article X of the Bylaws.

9.8 LIMIT ON SANCTION. The Board shall not limit the right of any Owner or Resident to use any street within the Properties for vehicular or pedestrian ingress or egress to their Lot for any reason whatsoever, or to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of their Lot as a result of a Violation, except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay Assessments duly levied by the Association.

ARTICLE X GENERAL PROVISIONS

10.1 NOTICE. Any notice permitted or required by the Governing Documents may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, first class or postage prepaid, addressed as follows:

- (a) If to an Owner or Resident: To the street address of their Lot, or to another address which the Owner must provide in a dated writing to the Secretary of the Board;
- (b) If to the Association: To Country View Home Owners Association at the Association's principal office, or to such other address as the Association may from time to time designate in writing to the Owners.

It is the Owners' responsibility to provide the Association with written direction regarding their current mailing address. Owners who fail to do so are responsible for any financial loss which they may incur as a result of this failure.

10.2 OWNERS DIRECTORY INFORMATION. Upon a sale of a Lot, or any other change in the Record Owners of a Lot, the new Record Owner(s) shall send the Association a Notice of Transfer of Ownership which contains the following information: 1) the address of the Lot, 2) a copy of the deed which has been certified by the Recorder. Each Owner shall then certify that this is a copy of a current deed which shows all of the Owners. 3) the name, and mailing address of the current Record Owners; and 4) the name and mailing address of the current Record Owner's lender(s). If Owners fail to provide this information upon request, the Association will hire someone to obtain it and may impose a Special Individual Assessment to seek reimbursement for the costs it incurs to do so.

10.3 AMENDMENT. This Declaration may be amended or revoked by the affirmative vote, or assent by written ballot, of Owners in Good Standing of 51% of the Lots (89 Lots unless changed by annexation, condemnation, or otherwise amended). Notwithstanding the foregoing, the number of affirmative votes necessary to amend a specific clause or provision of this Declaration shall not be less than the number of affirmative votes prescribed for action to be taken under that clause. The amendment will be effective when a Certificate of Amendment, which sets forth the text of the amendment, and the certification of the Association's President and Secretary that the approval requirements of this section have been met, is recorded in the office of the Recorder of Contra Costa County. Any amendments made in accordance with this Declaration shall be presumed valid by anyone relying upon them in good faith.

10.4 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 the Lots and the Common Area as herein provided, and shall inure to the benefit of and be binding upon the Owners, the Association, its Board, and its officers and agents, and their respective successors in interest, for the term of 60 years from the date of the recording of this Declaration, after which time the same shall be automatically extended for successive periods of 10 years each unless, within 6 months prior to the expiration of the initial 60-year term or any such 10-year extension period, a written instrument, approved by Owners in Good Standing of 51% of the Lots (89 Lots unless changed by annexation, condemnation, or otherwise amended) terminating the effectiveness of this Declaration shall be recorded in the Office of the County Recorder of Contra Costa County, California.

10.5 NO PUBLIC RIGHTS IN THE PROPERTIES. Nothing contained in this Declaration shall be deemed to be a gift or a dedication of all or any portion of the Properties to the general public or for any public use or purpose whatsoever.

10.6 CONSTRUCTION OF DECLARATION.

10.6.1 Restrictions Construed Together. All of the covenants, conditions, and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Properties as set forth in the Recitals of this Declaration. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision in a subsequent Application or any other provision hereof.

10.6.2 Restrictions Severable. Notwithstanding the provisions of subsection 10.6.1,, the covenants, conditions, and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

10.6.3 Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

10.6.4 Captions. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect the interpretation or application of that which is set forth in any of the terms or provisions of the Declaration.

10.6.5 Articles and Sections. A reference to an Article or a section in the Governing Documents refers to the Governing Document in which the reference appears unless indicated otherwise.

10.6.6 Exhibits. All exhibits to which reference is made herein are deemed to be incorporated herein by reference, whether or not actually attached.

10.6.7 Code Reference. Wherever reference is made in these Governing Documents to a code section which has been amended after the effective date of this Declaration, the reference is to the amended code section or to comparable superseding statutes.

Dated: _____ Country View Home Owners Association
San Ramon, California, Inc.

By _____
Bob Kircher, President

By
Patricia Baran, Secretary

FIRST RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRY VIEW HOME OWNERS ASSOCIATION,
SAN RAMON, CALIFORNIA, INC.

TABLE OF CONTENTS

<i>PREAMBLE</i>	1
<i>RECITALS</i>	1
<i>ARTICLE I</i> <i>DEFINITIONS</i>	2
1.1 "Application".....	2
1.2 "Architectural Committee".....	2
1.3 "Articles".....	3
1.4 "Assessment".....	3
1.5 "Association".....	3
1.6 "Board".....	3
1.7 "Budget".....	3
1.8 "Bylaws".....	3
1.9 "City" 3	
1.10 "Collection Cost".....	3
1.11 "Common Area".....	3
1.12 "Common Expense".....	3
1.13 "Common Facilities".....	4
1.14 "Declarant".....	4
1.15 "Declaration".....	4
1.16 "Emergency".....	4
1.17 "Governing Documents".....	4
1.18 "Improvement".....	4
1.19 "Lease" 4	
1.20 "Lien" 5	
1.21 "Lot" 5	
1.22 "Major Component".....	5
1.23 "Member".....	5
1.24 "Operating Account".....	5
1.25 "Owner".....	5
1.26 "Owner in Good Standing".....	5
1.27 "Person".....	5
1.28 "Properties".....	5
1.29 "Record Owner".....	5
1.30 "Regular Assessment".....	6
1.31 "Related Charges".....	6
1.32 "Reserve Account".....	6
1.33 "Reserve Account Requirements".....	6
1.34 "Residence".....	6
1.35 "Resident".....	6
1.36 "Rules" 6	
1.37 "Sanction".....	6
1.38 "Single Family Residential Use".....	6
1.39 "Special Assessment".....	7

1.40	"Special Individual Assessment"	7
1.41	"Subdivision Map"	7
1.42	"Violation"	7
ARTICLE II	PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS.....	7
2.1	PROPERTY SUBJECT TO DECLARATION.....	7
2.2	OWNER'S NON-EXCLUSIVE RIGHT TO USE THE COMMON AREA.....	8
2.3	DELEGATION OF USE AND LEASING	8
2.4	AUTHORIZATION TO RENT	9
2.5	PRE-EXISTING TENANCIES	10
2.6	CONTRACT PURCHASERS.....	10
2.7	COMPLIANCE WITH GOVERNING DOCUMENTS	10
2.8	DAMAGE TO COMMON AREA	10
ARTICLE III	HOMEOWNERS ASSOCIATION	11
3.1	MEMBERSHIP.....	11
3.2	VOTING	11
3.3	ASSOCIATION'S POWERS.....	11
3.4	ASSOCIATION RULES.....	12
3.4.1	<i>Rule-Making Authority</i> 12	
3.4.2	<i>Adoption and Amendment of Rules</i>	12
3.5	ASSESSMENT AUTHORITY.....	12
3.6	POWER TO SETTLE CLAIMS.....	13
3.7	ASSOCIATION'S LIMITED RIGHT OF ENTRY	13
3.8	LIMITATION ON LIABILITY OF DIRECTORS AND OFFICERS	13
3.9	RIGHT TO DELEGATE POWERS AND DUTIES	13
ARTICLE IV	ASSESSMENTS.....	15
4.1	AGREEMENT TO PAY	15
4.2	ASSESSMENTS PERSONAL OBLIGATION	15
4.3	DELINQUENT ASSESSMENT.....	15
4.4	PAYMENT OF ASSESSMENTS	15
4.5	ASSOCIATION'S POWERS TO SUE AND TO ESTABLISH LIEN	16
4.6	CREATION OF ASSESSMENT LIEN.....	16
4.7	FORECLOSURE UNDER ASSESSMENT LIEN.....	17
4.8	SUBORDINATION OF THE LIEN TO MORTGAGES.....	17
4.9	SCOPE OF ASSESSMENT AUTHORITY.....	17
4.10	REGULAR ASSESSMENTS.....	18
4.11	ASSESSMENTS FOR EMERGENCIES.....	19
4.12	SPECIAL ASSESSMENTS.....	19
4.13	SPECIAL INDIVIDUAL ASSESSMENTS	20
4.14	REQUIREMENT FOR COMPLIANCE CERTIFICATE	20
ARTICLE V	USE RESTRICTIONS.....	21
5.1	SINGLE FAMILY RESIDENTIAL USE.....	21
5.2	PROHIBITION OF BUILDINGS.....	21
5.3	BUSINESS ACTIVITIES.....	21
5.4	COMMON AREAS.....	21
5.5	PROHIBITION OF NOXIOUS ACTIVITIES	22
5.6	MAINTENANCE OF RESIDENCE EXTERIORS.....	22
5.7	MAINTENANCE OF YARDS.....	22

5.8	<i>APPEARANCE OF LOTS</i>	23
5.9	<i>HOUSEHOLD PETS</i>	23
5.10	<i>SIGNS</i> 23	
5.11	<i>PARKING AND VEHICLE RESTRICTIONS</i>	23
5.11.1	<i>Authorized Vehicles</i> 23	
5.11.2	<i>Unauthorized Vehicles</i> 23	
5.11.3	<i>Use of Driveways and Garage</i> 24	
5.11.4	<i>Vehicle/Boat Repair</i> 24	
5.12	<i>GARBAGE</i>	24
5.13	<i>STORAGE</i>	24
5.14	<i>CLOTHESLINES</i>	25
5.15	<i>MACHINERY AND EQUIPMENT</i>	25
5.16	<i>DISEASES AND INSECTS</i>	25
5.17	<i>COMMON AREA MAINTENANCE BY OWNERS</i>	25
5.18	<i>DRAINAGE</i>	25
5.19	<i>VIEW OBSTRUCTIONS</i>	26
5.20	<i>GUESTS</i>	26
5.21	<i>RESTRICTION ON FURTHER SUBDIVISION AND SEVERABILITY</i>	26
5.22	<i>TIME SHARING</i>	26
5.23	<i>ACTIVITIES AFFECTING INSURANCE</i>	26
5.24	<i>ANTENNAS AND SIMILAR DEVICES</i>	26
5.25	<i>FIRE REGULATIONS AND BURNING</i>	27
5.26	<i>PLAYGROUND/SPORTS EQUIPMENT</i>	27
5.27	<i>RE-ROOFING MATERIALS</i>	27
5.28	<i>EXTERIOR LIGHTING AND FIXTURES</i>	27
5.29	<i>GLASS, SKYLIGHTS, DOORS, Etc</i>	28
5.30	<i>WINDOW COVERINGS</i>	28
5.31	<i>FENCES</i>	28
5.32	<i>BLIND CORNERS</i>	28
5.33	<i>VARIANCES</i>	29
5.34	<i>ENFORCEMENT COSTS</i>	29
ARTICLE VI	<i>ARCHITECTURAL REVIEW</i>	29
6.1	<i>APPROVAL REQUIRED</i>	29
6.2	<i>ARCHITECTURAL COMMITTEE</i>	30
6.2.1	<i>Function of Architectural Committee</i>	30
6.2.2	<i>Architectural Rules</i> 30	
6.3	<i>HOME IMPROVEMENT APPLICATION REQUEST FORM</i>	30
6.4	<i>VARIANCES</i>	31
6.4.1	<i>Hearing</i> 31	
6.4.2	<i>Findings</i> 31	
6.5	<i>ARCHITECTURAL WAIVER</i>	31
6.6	<i>COMPLIANCE CERTIFICATE</i>	31
ARTICLE VII	<i>INSURANCE</i>	32
7.1	<i>TYPES OF COVERAGE</i>	32
7.1.1	<i>Fire and Casualty Insurance</i>	32
7.1.2	<i>Liability and Property Damage Insurance</i>	33
7.1.3	<i>Additional Insurance and Bonds</i>	33
7.2	<i>COVERAGE NOT AVAILABLE</i>	33
7.3	<i>COPIES OF POLICIES</i>	34
7.4	<i>TRUSTEE</i>	34
7.5	<i>ADJUSTMENT OF LOSSES</i>	34

<i>ARTICLE VIII</i>	<i>DAMAGE OR DESTRUCTION AND CONDEMNATION</i>	34
8.1	<i>COMMON FACILITIES</i>	34
8.1.1	<i>Insurance Proceeds and Bids</i>	34
8.1.2	<i>Sufficient Insurance Proceeds</i>	34
8.1.3	<i>Insufficient Insurance Proceeds</i>	35
8.2	<i>RESIDENCES</i>	35
8.2.1	<i>Obligation to Rebuild</i> 35	
8.2.2	<i>Architectural Committee Approval</i>	35
8.2.3	<i>Time Limitation for Reconstruction</i>	36
8.3	<i>CONDEMNATION</i>	36
<i>ARTICLE IX</i>	<i>ENFORCEMENT OF GOVERNING DOCUMENTS</i>	36
9.1	<i>OBLIGATION TO ENFORCE</i>	36
9.2	<i>INADEQUATE LEGAL REMEDY</i>	37
9.3	<i>NUISANCE</i>	37
9.4	<i>CUMULATIVE REMEDIES</i>	37
9.5	<i>COSTS AND ATTORNEYS' FEES</i>	37
9.6	<i>WAIVER</i>	38
9.7	<i>SCHEDULE OF FINES</i>	38
9.8	<i>LIMIT ON SANCTION</i>	38
<i>ARTICLE X</i>	<i>GENERAL PROVISIONS</i>	38
10.1	<i>NOTICE</i>	38
10.2	<i>OWNERS DIRECTORY INFORMATION</i>	39
10.3	<i>AMENDMENT</i>	39
10.4	<i>TERM</i> 39	
10.5	<i>NO PUBLIC RIGHTS IN THE PROPERTIES</i>	40
10.6	<i>CONSTRUCTION OF DECLARATION</i>	40
10.6.1	<i>Restrictions Construed Together</i> 40	
10.6.2	<i>Restrictions Severable</i> 40	
10.6.3	<i>Singular Includes Plural</i> 40	
10.6.4	<i>Captions</i> 41	
10.6.5	<i>Articles and Sections</i> 41	
10.6.6	<i>Exhibits</i> 41	
10.6.7	<i>Code Reference</i> 41	