

ARTICLE 8

MANAGER

8.1 Delegation of Duties to a Manager. The Board, acting in the name of and on behalf of the Corporation may delegate any or all duties, powers or functions to any person or firm to act as manager of the Project, provided that any such delegation shall be revocable upon written notice given by the Board. The members of the Board shall not be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated by the Board. The duties, powers, and function delegated to the manager shall be contained in a written instrument executed by a majority of the members of the Board.

ARTICLE 9

USE AND EASEMENTS

9.1 Use of Residence Lots and the Common Area. The Residence Lots and the Common Area shall be occupied and used by the Owners as follows:

9.1.1 Residence. Each Residence Lot shall be improved, used and occupied only for private, single-family dwelling purposes and for no other purposes.

9.1.2 Insurance. No Residence Lot or improvement situated thereon shall be occupied or used for any purpose or in any manner which shall cause such improvements to be uninsurable against loss by fire or the perils of the extended coverage endorsement of the California

Standard Fire Policy form or cause any policy or policies representing such insurance to be cancelled or suspended or the company issuing the same to refuse the renewal thereof, or cause the premium for such insurance to be increased.

9.1.3 Pets Each Owner may keep and maintain in his Residence Lot no more than (a) two domesticated dogs, cats or other commonly accepted household pets, (b) caged birds, and (c) fish in a household aquarium; provided that the same are kept for non-commercial purposes and (1) shall not in the Board's opinion create an unreasonable annoyance or nuisance to the Owners. Further, the Owners of each of Residence Lots 2,3,4,5,6,7,8,27,28,29,30,31,36,37,38, and 39 shall be entitled to keep and maintain not more than two (2) horses on each such Residence Lot subject always to a duty to comply with any applicable law or ordinance regulating the same. The same shall not be permitted in the Common Area except as allowed by rules and regulations adopted by the Board. No other animals shall be kept, maintained or permitted on or in the Project without the express written consent of the Board or pursuant to regulations adopted by the Board.

9.1.4. Interference No Residence Lot shall be used in such manner as to obstruct or interfere with the enjoyment of the Owners or occupants of other Residence Lots or annoy them by unreasonable noise or otherwise, nor shall any nuisance or immoral or illegal activity be permitted to occur in any Residence Lot.

9.1.5 Signs No signs shall be erected or displayed on any Residence Lot except house numbering devices and signs of a customary and reasonable dimension giving

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notice that the property is for sale or lease. No signs shall be erected or displayed in the Common Area except signs placed by the authority of the Board for the purpose of identifying the Common Area and the streets, alleyways, courts and walkways therein, signs giving notice of rules relating to the use of the Common Area and improvements situated thereon and signs for such other purposes as the Board shall consider to require the use of such signs. The Grantor and its successors and assigns, however, reserve the rights to erect, post or display such signs and other devices as it deems necessary and desirable in connection with the sale, transfer or rental of any of the Residence Lots owned by the Grantor or its successors or assigns or in which the Grantor or its successors and assigns have a security interest.

9.1.6 Nuisance. No noxious or offensive activities shall be carried on in any Residence Lot or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the Owners. Nothing shall be done in any Residence Lot or in, on or to the Common Area which will impair the structural integrity of any improvements located thereon or which would structurally change any such improvements except as is otherwise provided for herein. No drilling or mining operations of any kind shall be permitted upon

or in any Residence Lot or in the Common Area. Nothing shall be altered or constructed in or removed from the Common Area except upon the written direction and consent of the Board. All equipment, garbage cans, wood piles, and storage piles shall be kept screened and sealed from the view of neighboring Residence Lots, the streets and the Common Area. All rubbish, trash or garbage shall be regularly removed from each Unit and shall not be allowed to accumulate thereon or on the Common Area. No fences, hedges or walls shall be erected or maintained upon such Residence Lots except as are installed in accordance with the initial construction of the improvements located thereon or as provided by the Board. No exterior clotheslines shall be erected or maintained, except as allowed by the Board. No trees shall be allowed to grow above the height of any Residence if such trees obstruct the view of the Owners of other Residence Lots.

9.1.7 Specified Regulations. In addition to such rules and regulations as may be adopted by the Board its Architectural Committee, the Residence Lots shall be subject to the following regulations:

(i) Fences, Hedges and Rails. No fence, rail or hedge over 36 inches in height shall be placed in front of the most forward wall of the house located on each Residence Lot, and no fence, wall (except

a retaining wall), rail or hedge shall be over 72 inches in height elsewhere on a Residence Lot except with the prior written consent of the Board.

(ii) Television Antenna. When Cable Television service becomes available to the project, all Owners shall, within six months thereafter, and at their own expense, remove all television antennae from their respective residence lots.

(iii) Mail Boxes. There shall be no mail boxes detached from the dwelling structure except upon prior written approval from the Board.

(iv) No Tents, Shacks, Etc. No tent, shack, trailer, garage, or outbuilding shall at any time be used on any Residence Lot as a residence either temporarily or permanently; nor shall any residence of a temporary character be constructed, placed or erected on any Residence Lot.

(v) No Wells. No well for the production of, or from which there is produced water, oil or gas, shall be operated upon any Residence Lot; nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business.

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(vi) Drainage. Each Owner of a Residence Lot will not in any way interfere with the established drainage pattern over his Residence Lot from adjoining or other Lots, and each Owner will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Residence Lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time the overall grading of said Residence Lot was completed by Grantor.

(vii) Slope Control, Use and Maintenance. Each Owner will keep, maintain, water, plant and re-plant all slope banks located on such Owner's Residence Lot so as to prevent erosion and to create an attractive appearance. No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken on any of said slope banks which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The Board or its Architectural Committee shall be the sole judge in determining compliance with the provisions of this paragraph.

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and each individual Owner shall promptly perform or conform to all directives issued by the Board or its Architectural Committee for compliance with the provisions of this paragraph.

(viii) Campers and trailers. All campers, trailers, boats and other recreational vehicles shall be stored in areas permanently screened from view from the streets.

9.1.8 Vehicles. The parking and storage of vehicles in the Common Area and in areas visible to the public shall be subject to restrictions and regulations by the Board of Directors. Vehicles shall include, without limitation, motor vehicles, trucks, motor bikes, campers, trailers, recreational vehicles, dune buggies, boats, etc. The Owners and their guests and invitees shall not park motor vehicles in the Common Area, except in the parking areas provided for such use. No power equipment, hobby shops or carpenter shops or other workshop shall be maintained in any parking area or other Common Areas. No automobile overhaul or maintenance work, other than emergency repair work, shall be permitted in parking area or other Common Area.

9.1.9 Common Area Uses. The Common Area shall be improved and used only for the following purposes, subject to the Rules and Regulations of the Board of Directors
(i) affording -----pedestrian movement within the Project, including access to the Residence Lots;

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(ii) recreational use by the Owners and occupants of the Units in the Project and their guests, subject to the rules and regulations established by the Board;

(iii) beautification of the Project and providing privacy to the Owners thereof through landscaping and such other means as the Board shall deem appropriate;

(iv) a nonexclusive easement for ingress, egress and support throughout the Common Area is and shall be appurtenant to each Residence Lot and the Common Area is and shall be subject to such easement. (v) equestrian riding trails and facilities and pedestrian traffic.

9.1.10 Prohibited Activities. No part of the Common Area shall be obstructed so as to interfere with its use for the purposes hereinabove permitted; nor shall any part of the Common Area be used for storage purposes (except as incidental to one of the permitted uses) or in a manner which shall increase the rate charged for insurance against loss by fire or the perils of the extended coverage endorsement of the California Standard Fire Policy form or Public Liability or Property Damage Liability covering the Common Area and improvements situated thereon, or in a manner which shall cause said premises to be uninsurable against such risk or cause any policy or policies representing such insurance to be

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cancelled or suspended or the company issuing same to refuse renewal thereof.

9.1.11 No Alterations of Common Area. No Owner, tenant, occupant or resident of a Residence Lot shall make any alteration or improvement to the Common Area or remove any planting, structure, furnishing or other object therefrom except with the written consent of the Board.

9.1.12 Liability. The Owner of each Residence Lot shall be legally liable to the Corporation for all damage to the Common Area or to any improvement, facility or landscaping located thereon caused by such Owner, tenant, occupant or resident of such Owner's Residence Lot or any guest of an Owner. No Owner shall have the right to improve, decorate, remodel, alter, landscape or adorn the Common Area without the written consent of the Board. Any such action shall be subject to the rules and regulations established by the Board.

9.1.13 The Owners holding seventy-five percent (75%) of the voting power of the Corporation, with the consent of the Mortgagees of said Owners, may amend this Declaration in the manner hereinafter provided to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility or political subdivision for such purposes and subject to such conditions as may be specified by said Owners.

9.2 Easements over Common Area. Every Owner shall have

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a right and easement of enjoyment in and to the Common Area and all other real property owned by the Corporation, and such easement shall be appurtenant to each Residence Lot, subject to the following:

- (1) The right of the Corporation to reasonably limit the exercise of such right and easement on a non-discriminatory basis by establishing and enforcing rules and regulations; and
- (2) The right of the Corporation to borrow money and impose a lien upon the real property for the purpose of financing improvements thereon; and
- (3) The right of the Corporation to temporarily suspend an Owner's right to use any portion of the Common Area because of such Owner's failure to abide by the rules and regulations adopted by the Corporation.

9.3 Equestrian Riding Trails and Facilities Every Owner shall have a membership in the Corporation which owns the Common Area over which equestrian riding trails and facilities will be established and maintained. The Board of directors shall establish rules and regulations for the use of such equestrian trails and facilities.