

# Hampton Park Homeowners Association

C/O C & C Property Management

## Use Restrictions

In addition to all of the covenants contained in the Hampton Park CC&R's, the use of the Project and each Lot in the Project is subject to the following:

1. **Use of Lot:** No Lot shall be occupied and use except for residential purposes by the Owners, or other permitted occupants under this declaration and the Leisure Town Development Declaration, and their social guests, except that Declarant, its successors or assigns, may use the Project for a model home site or sites and display and sales/construction office during construction until the last Lot is sold by Declarant, or where Declarant elects to retain one (1) or more Lots as a n investment, until three(3) years from the date of closing of the first sale in the latest annexed phase of the Project, whichever occurs first.
  - a) A Lot may be used as a combined residence and executive or professional office by the Owner thereof, so long as such use does not interfere with the quiet enjoyment by other Lot Owners of their Lots and does not include visiting clients and such is not visible from the streets of the Project.
  - b) No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used on any Lot at any time as a residence, either temporarily or permanently.
2. **Senior Citizen Housing Development:** All Lots and buildings in the Project have been constructed as a "Senior Citizen Housing Development" as defined by California Civil Code sections 51.3. All residents in the Project must be a "Qualifying Resident", meaning a person 55 years of age or older as specified in section 51.3 (b)(1) of the California Civil Code or a "Qualified Permanent Resident" meaning a person who meets the requirements specified in section 51.3 (b)(2) or 51.3 (b)(3) of the California of the Civil Code, or a "permitted health care resident" as specified in section 51.3 (b)(7) of California Civil Code. Temporary residency of a guest of a qualified permanent resident shall be a person less than 55 years of age for a period of time not less than 60 days in any year.
3. **Number of Residents:** The number of residents, unless applicable law provides otherwise, shall be limited as follows: No more than two (2) persons per bedroom per residence shall be permitted as permanent residents. A "permanent resident" means any person residing on the Lot more than sixty (60) days out of any twelve (12) consecutive month period.
4. **No Health Care Facilities:** No health care facilities operating as a business or charity and serving the sick, elderly, disabled or retarded shall be permitted in the Project, unless permitted by law or ordinance which preempts this restriction.
5. **No Family Day Care Center:** No family day care center for children shall be permitted within the Project except as specifically authorized by California Health and Safety Code §1597.40 and other applicable state statutes. The owner/operator of any such day care center and, in addition, shall:
  - a) Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/ operator of the day care center;

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- b) Defend, indemnify and hold the Association harmless from any liability arising out of the existence and operation of the day care center;
  - c) Abide by and comply with all of the Association's Rules;
  - d) Supervise and be completely responsible for children at all times while they are within the project;
  - e) Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the center to these conditions, or other reasonable requests.
6. **Nuisances:** No noxious, legal or seriously offensive (to a reasonable person) activities shall be carried on within any Lot, or in any part of the Project, nor shall anything be done thereon that may be or may become a serious annoyance to or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Lot.
7. **Vehicle Restrictions and Towing:** - (See Vehicle Restrictions and Towing as a separate page)
8. **Commercial Activity:** No business, professional, or commercial activity of any kind shall be conducted on any Lot, except as provided in section 7.1.
9. **Signs:** No signs shall be displayed to the public view on any Lot or on any portion of the Project except such signs as are approved by the Board or committee appointed by the Board. "For Sale" or "For Rent" or "For Exchange" signs shall be allowed, provided the design, dimensions and locations are reasonable. Only one (1) such sign shall be permitted on any Lot.
10. **Animals:** No animals of any kind shall be raised, bred, or kept on any Lot, with the exception of trained dogs used for assistance by visually impaired, hearing or physically handicapped persons who occupy or are visiting occupants of the Lot, except no more than two (2) usual and ordinary household pets such as dogs or cats provided they are not kept, bred or maintained for any commercial purposes, and are kept under reasonable control at all times. No owner shall allow his or her dog to outside the fenced in areas of a Lot except on a leash. Owners shall prevent their pets from soiling the Project, or any portion thereof, and shall promptly clean up waste left by their pets. An Owner shall prohibit any animal on his Lot from making disturbing noises heard from any structure on any other Lot between the hours of 10:00 PM to 7 :00 AM.
11. **Garbage and Refuse Disposal:** All rubbish, trash and garbage shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and shall be screened form view of the neighboring Lots and the streets.
12. **Radio and Television:** No antennas, towers, poles, satellite dishes or any other structure to be used for the purposed of transmitting or receiving radio, television or related signals shall be installed on the Project so as to be visible to the public view or to another Owner. Subject to applicable laws, no Owner may be permitted

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to construct and/ or use and operate his own external radio and/or television or satellite dish without consent of the Board.

13. **Basketball Standards/Sports Apparatus:** No basketball standard or fixed sports apparatus shall be attached to the exterior surface of any residence or garage, nor shall any portable apparatus for basketball be permitted on any Lot.
14. **Drapes:** No portion of any drapes, blinds or curtains which are installed on the interior of any residence which may be seen from outside such residence shall be of a color, texture or material in the reasonable opinion of the Board or Architectural Control Committee, is harmonious with the exterior appearance of all residences.
15. **Clothes Lines:** No exterior clothes lines shall be erected or maintained, and there shall be no outside laundering or drying of clothes, that are visible from the street. No draping of towels, carpets or laundry over exterior railings shall be allowed.
16. **Power Equipment and Car Maintenance:** No power equipment, hobby shops, or car maintenance (other than emergency work), or boat maintenance shall be permitted on the Project except with prior written approval of the Board. All hazardous waste shall be disposed of properly by each Owner.
17. **Leasing of Lots:** No Owner shall be permitted to rent or lease the Residence on his or her Lot. All residences shall be occupied by Owners who are Qualifying Residence on his Permanent Residents, or guest of a Qualifying Resident or Qualified Resident pursuant to the provisions of section 7.2.
18. **Flags, Pennants, Banners, Etc.:** There shall be no exhibiting, flying or hanging of any flags, pennants, banners, kites, towels, etc. from any area of the Project (except the sales office) that would be visible from the streets or the other Lots, except under reasonable Rules adopted by the Board or the Architectural Control Committee, and except as expressly permitted by statute.
19. **Activities Causing Increase in Insurance Rates:** Nothing shall be done or kept on any Lot or in any improvements constructed in any Lot that will increase any applicable rate of insurance or which will result in the cancellation of insurance on any Lot, or that is held by the Association, or which would be in violation of any law.
20. **Owners Right and Obligation to Maintain and Repair:** Except for those portions of the Project which the Association is required to maintain and repair, each Owner shall, at his sole cost and expense, maintain and repair his Lot and all landscaping thereon, keeping the same in good condition. The Lot Owners shall maintain the fences that enclose their Residence Yards. Where a fence is on the boundary between Lots, the Lot Owners of those Lots shall have joint responsibility for maintenance and repair of the fence and shall share the costs of such maintenance and repair.

In the Event an Owner of any Lot shall fail to maintain his Lot, the Residence, the residence Yard and any other improvements thereon as required herein, the Association's agents may, after notice and a hearing as provided in the Bylaws, enter the Lot and perform the necessary maintenance. The cost of such maintenance shall immediately be paid to the Association as a Reimbursement Charge by the Owner of such, Lot together with interest at the rate of twelve percent (12%) per annum

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(but not to exceed the maximum interest rate authorized by law) from the date the cost was incurred by the Association until the date the cost is paid by the Owner.

21. **Maintenance of Adjoining Masonry Wall:** The following shall apply to the maintenance of the masonry wall along the Lots 1-15, 74-76 that back up to the adjacent Diamond Grove subdivision:

- a) Climbing plants such as ivies, passion vines, Virginia creeper, wisteria, and creeping fig vines shall not be planted on the masonry wall. These plants can damage the wall. **Acceptable climbing plants are trumpet vines, bower vines, potato vines, and any variety of jasmine vines. The preferred method of growing vine to cove the wall is to use a lattice or trellis of some kind, spaced 10 to 12 inches away from the wall.**
- b) A raised planter bed abutting the masonry wall shall not exceed a height of 18 inches above the top of the wall's foundation. To prevent moisture damage and protect the integrity of the masonry block wall, a vapor barrier shall be installed between the wall and the planting soil. The vapor barrier shall be a product equal to or better than either Thuroseal, Bituthene System 4000 by Grace Construction Products or Deep Root Water Barrier.
- c) No trees shall be planted within seven (7) feet of the masonry block wall, to prevent damage from roots.
- d) There shall be no structures or objects other than plants attached to the wall. The wooded side yard fence shall abut the wall, but may not be attached to the wall.
- e) Any damage to the masonry block wall caused by non-compliance to these restrictions or negligence of the Owner of the Lot, or lessees, guests, invitees, contract purchasers, and/or licenses of the Owner shall be the Owner's responsibility.
- f) In the event that the wall needs repair or maintenance, the Diamond Grove Home Owner's Association or its designee shall be allowed to enter the Hampton Park yards to repair or maintain the wall. The Diamond Grove Home Owners Association shall only be allowed to enter the Hampton Park yards, if the following conditions are met.
  1. Non-emergency Repair or Maintenance
  2. Emergency repair or Maintenance

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