

ARTICLE XI – USE RESTRICTIONS

Section 1 – Commercial Use.

Subject to the Section entitled “Construction and Sales” of the Article hereof entitled “Easements”, no part of a Residence shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any nonresidential purposes; provided, however, the Association shall have the right to provide or authorize such services on the Common Areas as it deems appropriate for the enjoyment of the Common Areas or for the benefit of the Members. Nothing in this Section shall prohibit Owners from conducting certain non-disturbing commercial activities, provided, however, such activities do not create unreasonable traffic congestion, involve advertising on the Residence, alter the appearance of a Residence or alter the aesthetics of the neighborhood, or violate any applicable laws or regulations.

Section 2 – Exclusive Use Common Areas.

A. No improvements shall be constructed or installed on the Exclusive Use Common Areas, except for softscape landscaping and such other improvements for which prior approval has been obtained from the Architectural Committee. Any approval made under this Section is voidable by the Architectural Committee if Owner fails to clearly disclose that the improvements will be located on Exclusive Use Common Area.

B. Owner shall be solely responsible for the maintenance of the Exclusive Use Common Areas.

C. Any Owner who violates this Section shall reimburse the Association for all expenses incurred by the Association in remedying the damage caused by said Owner’s violation of this Section. Such expense shall be assessed to the Owner as a Remedial Assessment, enforceable in the manner provided in Article III hereof.

Section 3 – Signs.

No sign or billboard/ca.-any kind shall be displayed to the public view on any portion of the Covered Property except such signs as may be used by Declarant or its sales agents in connection with the development of the Covered Property and sale of the Residences; provided, however, that a Member, or his agent may display on his Residence or that portion(s) of the Common Area approved by the Board, a sign advertising its sale or lease by him so long as such sign shall comply with any customary and reasonable standards promulgated by the Board as to the size, color, shape or other qualification for permitted signs. Notwithstanding the restrictions set forth in this Section 3 of Article XI, Owners may install signs, which disclose that the Residence is protected by a Security System. Such security signs may be placed on or around the Residence; provided, however, that such signs do not exceed customary dimensions.

Section 4 – Nuisance.

No noxious or offensive trade or activity shall be carried on upon any Residence, or any part of the Covered Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each Of the Owners of his respective Residence, or which shall in any way increase the rate of insurance.

Section 5 – Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall hereafter be used on any Residence at any time, either temporarily or permanently.

Section 6 – Vehicles.

A. Only “conventional passenger vehicles” are permitted to park on the Covered Property. Except as provided in this Section, no commercial or recreational vehicles or equipment shall be permitted to remain upon the Covered Property, including, without limitation, streets, alleys, driveways, or side and rear yards, unless parked, placed or maintained completely concealed from view. Nothing contained herein shall preclude the parking of a vehicle within the garage of a Residence.

B. Recreational vehicles and equipment are permitted to be parked in the front of a Residence on a non-recurring basis and only in the following circumstances:

- i. Recreational vehicles and equipment owned by a Member may be parked in front of said Member’s Residence for a period not to exceed forty-eight (48) hours if prior written approval of the Board has first been obtained; and
- ii. Recreational vehicles and equipment owned by guests temporarily visiting a Member may be parked in front of such Member’s Residence for a period not to exceed two (2) weeks if prior written approval of the Board has been obtained.

C. No conventional passenger vehicle, recreational vehicle or equipment or commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, abandoned, disabled, serviced or repainted on a Residence unless performed within a completely enclosed garage or other area located on the Residence which completely screens the sight and sound of such activity from streets, Common Areas and neighboring Residences. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to washing and polishing of vehicles.

D. As used in this Section, “conventional passenger vehicles” shall be defined to be station wagons, family sedans, compacts, subcompacts, pick-up trucks, pick-up trucks with shell not extending above the cab level beyond one (1) foot, and passenger vans and passenger vans with extended tops not extending above the top more than six (6) inches.

E. As used in this Section, “recreational vehicles or equipment” shall include without limitation, trailers, boats, campers, trailer coaches, buses, house cars, camp cars, motor homes (if a size larger than seven (7) feet in height and/or greater than one hundred twenty-four (124) inches in wheel base length), or any other similar type of equipment or vehicle.

F. As used in this Section, “commercial vehicle” shall be defined as a truck of greater than one (1) ton capacity and/or any vehicle with a sign displayed on any part thereof advertising any kind of business or on which racks, materials, and/or tools are visible, or with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof. The type of motor vehicle license plate shall not be material to the foregoing definition.

G. Temporary parking shall mean parking of vehicles belonging to guests of Owners and commercial vehicles being used in the furnishing of services to the Association or the Owners and parking of vehicles belonging to or being used by Owners for loading and unloading purposes.

H. The Board may adopt rules for the regulation of the admission and parking of vehicles within the Covered Property, including the assessment of charges to Owners who violate or whose invitees violate, such rules. Any charges so assessed shall be Special Assessments.

I. Any fence, screen or structure required under this Section shall comply with any standards established pursuant to the Article entitled “Architectural Control” of this Declaration as to size, color, or other qualification for permitted fences, screens or other structures.

Section 7 – Animals.

No animals, livestock or poultry of any kind, shall be raised, bred or kept upon the Covered Property, except that dogs, cats or other household pets may be kept on the Residences, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animals or fowl may be kept on the Residences which in the good faith judgment of the Board or a committee selected by the Board for this purpose, result in an annoyance or are obnoxious to residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on any portion of the Covered Property except within a Residence.

Section 8 – Oil and Mineral Rights.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Covered Property nor, subsequent to the recording of this Declaration, shall oil or water wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of the Covered Property or with respect to water wells, within fifty (50) feet below the surface of the Covered Property and with respect to all other matters, within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Covered Property.

Section 9 – Unsightly Items.

All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Residences and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, trash cans, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Residence unless obscured from view of adjoining streets or portions of the Covered Property from a height of six (6) feet or less. Any fence or screen required by this Section shall comply with any standards established pursuant to the Article entitled “Architectural Control” of this Declaration as to size, color or other qualification for permitted fences or screens.

Section 10 – Antennae and Other Roof Structures.

No television, radio, or other electronic towers, aerials, antennae or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on the Covered Property unless and until the same shall have been approved in writing by the Architectural Committee, or unless the same be contained within a building or underground conduits. No appliances or installations on exterior roofs of structures shall be permitted unless they are installed in such a manner that they are not visible from streets, Common Areas or neighboring Residences, except that attic ventilators and solar panels which are architecturally treated in conformity with guidelines contained in the Architectural Standards and which have been approved by the Architectural Committee pursuant to the provisions of the Article hereof entitled “Architectural Committee” shall be permitted.

Section 11 – Drainage.

All drainage of water from any Residence shall drain or flow into adjacent streets or alleys and shall not be allowed to drain or flow upon, across, or under any other portion of the Covered Property unless an easement for such purpose is granted. An Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created at the time of the initial sale of his Residence by Declarant except through the use of a positive drainage device which does not materially affect the concentration or flow direction of drainage water under’ said drainage plan.

Section 12 – Garages.

No garage doors shall be permitted to remain open except for a temporary purpose, and the Board may adopt rules for the regulation of the opening of garage doors, including the assessment of charges to Owners who violate or whose invitees violate such rules. Any charges so assessed shall be Special Assessments.

Section 13 – Window Covers.

Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil, newspaper or other material not designed for use window cover.

Section 14 – Backboards.

Unless otherwise approved by the Architectural committee, basketball backboards may only be mounted on the garage of a Residence over the driveway and only if completely painted to match the color of the Residence.

BASKETBALL BACKBOARDS

The CC&R's are specific in that permanently attached basketball backboards are allowed under the certain conditions stated in Article XI, section 13. We have been noting several portable free-standing backboards, that are continuously out in front of house or at the end of streets. A recent decision of the Board of Directors calls for any portable backboards to be stored in an area not in view to other residents after 10 P.M. We have had appeals from some homeowners who have approval from all of their neighbors to leave the portable backboards up for extended periods. Unfortunately, we have also had some complaints on portable backboards on other streets. If we are to uphold the CC&R's on this issue, we cannot be selective and allow it for one homeowner and not another. In order to be fair and consistent we must enforce this policy which takes effect immediately. If enough homeowners feel that the CC&R's should be expanded to include portable or free-standing backboards, there is a procedure for amending the CC&R's.

Section 15 – Single-Family Residential.

All Residences shall only be used for the residential purposes of a household.

Section 16 – Maintenance by Owner.

The Owner of each Residence shall maintain his Residence including the improvements which are a part thereof in a clean and attractive condition. Without limiting the generality of the foregoing, the Owner of each Residence shall:

- A. Keep his Residence free from rubbish, litter and noxious weeds,
- B. Maintain, cultivate and keep in good condition and repair, shrubs, trees including without limitation oak trees, grass, lawns, plantings and other landscaping located or from time to time placed upon his Residence including those in areas between the adjacent sidewalk and the street curbs, if any,
- C. Trim and restrain all trees, shrubs or plantings of any kind so that they shall not be allowed to overhang or otherwise encroach upon, above or below any sidewalk or street, unless prior approval of the Architectural Committee is obtained,
- D. Maintain in good condition and repair and adequately painted or otherwise finished all improvements which are from time to time a part of his Residence, and
- E. Maintain all paved surfaces and keep them clean, reasonably dry and free of oil and other extraneous matter.

Section 17 – Solar and Other Energy Saving Devices.

No solar and other energy saving device or system which was not part of the original construction of the Residences shall be permitted to be installed without the prior written approval of the Architectural Committee.

Section 18 – View Obstruction Prohibition.

No improvement, structure or vegetation shall be constructed, installed or maintained on any Residence which unreasonably interferes with any Owner's view of the immediate vicinity or any Owner's access to direct and natural sunlight. If an Owner has paid a premium for his lot ("Premium View Lot"), such Owner may petition the Architectural Committee to determine, in its sole and exclusive discretion, whether a particular improvement, structure or vegetation is "unreasonable" for the purposes of this Section. Owners of lots other than Premium View Lots do not have the right to petition the Architectural Committee as provided hereinabove. Without limiting the foregoing, no hedge or fence shall be placed or located upon any lot in a manner likely, in the sole discretion of the Architectural Committee, to unreasonably interfere with or impede a view available on another lot. In connection with the approval of hedges, the

Committee is expressly authorized to grant approval conditioned on the agreement of the lot owner upon which the hedge is planted to trim, top or prune the hedge in such manner so that it shall not exceed at any time a stated height deemed acceptable by the Architectural Committee. No trees or shrubs shall be placed or located on any lot in a manner likely, in the sole discretion of the Architectural Committee, to unreasonably interfere with or impede a view available on another lot. In connection with the approval of trees, the Architectural Committee is expressly authorized to grant approval conditioned on the agreement of the owner of the lot upon which the tree is planted (said agreement to be for the benefit of the Association and the lot with the affected view), to trim, top or prune the tree or shrub in such manner so that it shall not exceed at any time a stated height deemed acceptable by the Architectural Committee. Notwithstanding the foregoing, Owners acknowledge that nothing in this Section 18 guarantees that any Owner's view, including without limitation views of Owners of Premium View Lots, will remain unobstructed or unchanged and that any Owner's view is subject to obstruction or change due to future developments. Furthermore, any Architectural Committee approval shall not be construed to be an approval of any violation of the restrictions imposed by this Declaration or other codes and regulations; Owner shall indemnify the Architectural Committee against any action or complaint arising out of any improvements approved under this Section.

Section 19 – Limited Use Areas.

Owners of lots which contain an exclusive easement in favor of a Landscape Maintenance District or similar district ("LMD") for maintenance and repair are prohibited from constructing any improvement, including without limitation, balconies, decks and landscaping over or on such easement areas (the "Limited Use Areas"), or in any way interfering with the maintenance and repair obligations of an LMD with respect to the Limited Use Areas.

Section 20 – Slope Drainage Easements.

Each of the lots set forth in Exhibit "K" shall be subject to a drainage easement ("Drainage Easement") in favor of the LMD, which Drainage Easement shall be for the purposes of installing and maintaining slope drainage facilities in order to drain nuisance water and rain water from such slope areas as delineated in Exhibit "K" attached hereto. Owners of lots which contain Drainage Easements are prohibited from constructing any improvement(s) over or on such Drainage Easement(s), or in any way interfering with the maintenance and repair obligations of the LMD with respect to the Drainage Easements.

Section 21 – Nondisturbance of Oak Tree.

No Owner shall disturb in any way, the Oak Tree(s) or any portion thereof, located within his/her Residence. No Owner shall place or erect any improvement within the Oak Tree Area located within his/her Residence, as described in Exhibit E attached hereto and made a part hereof. Each Owner shall be responsible for maintaining the Oak Tree(s) and Oak Tree Areas located on his lot; and will sign an acknowledgment form, which recites the Owners rights and

obligations with respect to the Oak Tree(s) and Oak Tree Areas, along with his/her Deposit Receipt and Purchase Agreement.

Section 22 – Exceptions.

The restrictions set forth in Article V and in this Article XI shall not and do not apply to any of the following:

A. Any part of the Covered Property which is owned by any public body, including, but not limited to, a School District.

B. Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any governmental agency or entity, or the agents or employees of any governmental entity acting in the scope of their authority as such agents or employees.

C. Any act done or proposed to *be* done upon the Covered Property, or any condition created thereon, by any utility company (including, but not limited to, companies furnishing electric, gas, water, telephone, cable television and/or sewer service to all or parts of the Covered Property), or the agents or employees of any such company, which act could be done by such company were this Declaration not made.

D. Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by Declarant, or its successors, assigns, agents, employees or contractors, in connection with the marketing and sales by Declarant of the Residences, or in the course of planning for, preparing the Covered Property for and/or construction upon the Covered Property or any Residence of streets, utilities, recreational and residential buildings, and all other original improvements, or in connection with the exercise of any easement reserved to Declarant in the Article entitled “Easements” of this Declaration or in any conveyance document; provided, that Declarant, in exercising all of its rights under this Declaration, shall not unreasonably interfere with the use of the Common Areas or the Residences.

E. Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any person pursuant to court order, or the order of any public officer or public agency; provided, however, that the orders contemplated in this subparagraph are only those which are the result of action initiated by public officers or agencies and which embody mandatory requirements with penalties for non-performance, and are not those orders which result from the application of private parties or are merely permissive.

ARTICLE XII – RIGHTS OF ENJOYMENT

Section 1 – Members’ Right of Enjoyment.

Every Member shall have a nonexclusive easement for use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the interest of every Residence, subject to all of the easements, covenants, conditions, restrictions and other provisions of record or contained in this Declaration, including, without limitation, the following provisions:

A. The right of the Association to limit the number of guests of Members and to limit the use of the Common Areas by persons not in possession of a Residence, but owning a portion of the interest in a Residence required for Membership.

B. The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas.

C. The right of the Association to borrow money for the purpose of improving, replacing, restoring or expanding the Common Areas or adding new Common Areas and in aid thereof, to mortgage said property, provided that the prior affirmative vote or written approval of a majority of each of the Class A and the Class B Members has been obtained to mortgage said property, and provided further that the rights of the lender thereunder shall be subordinated to the rights of the Members. In the event of a default upon any such mortgage of the Common Areas, the lender's rights thereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of the Common Areas to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

D. The rights of the Association to suspend the right of a Member to use the Common Areas or any portion thereof designated by the Board during any time in which any Assessment against his Residence remains unpaid and delinquent for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association; provided, that any suspension of such right to use such Common Areas, except for failure to pay Assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws. Notwithstanding the foregoing, the Association shall not have the right hereunder to suspend any Member's right to use any portion of the Covered Property necessary for such Member to gain access to his Residence.

E. The right of the Association subject to the approval rights of Institutional Mortgagees pursuant to the Article hereof entitled "Rights of Lenders", to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility or other entity. No such dedication or transfer, including, without limitation, the conveyance, lease or other transfer of any portion of the Common Areas to a special tax assessment district or to the County, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the voting power of the membership has been recorded, agreeing to such dedication or transfer. The certificate of the President and the Secretary of the Association attached to such instrument certifying that the Members signing such instrument represent two-thirds (2/3) of the voting power of the Association shall be deemed conclusive proof thereof.

F. The right of the Association to establish in cooperation with the County, a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of this Section, all or any portion of the Common Areas to said district.

Section 2 – Delegation of Use.

Any Member may delegate his right of enjoyment to the Common Areas to the members of his family or his tenants who reside on his Residence, or to his guests, subject to rules and regulations adopted by the Board. In the event and for so long as an Owner delegates said rights of enjoyment to his tenants, said Owner shall not be entitled to said rights.

Section 3 – Waiver of Use.

No Member may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Residence owned by him from the liens, charges or other provisions of this Declaration, the Articles, Bylaws and Association Rules, by waiver of the use and enjoyment of the Common Areas, or the abandonment of his Residence.

ARTICLE XIII – EASEMENTS

Section 1 – Amendment to Eliminate Easements.

This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant without prior written approval of Declarant and any attempt to do so shall have no effect. Any attempt to modify or eliminate this Section shall likewise require the prior written approval of Declarant.

Section 2 – Nature of Easements.

Unless otherwise set forth herein, any easement reserved to Declarant herein shall be nonexclusive.

Section 3 – Certain Rights and Easements Reserved to Declarant.

A. Utilities. Easements over the Covered Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as are needed to service the Covered Property are hereby reserved by Declarant, together with the right to grant and transfer the same; provided, however, such easements shall not unreasonably interfere with the use and enjoyment by the Members of their Residences or the Common Areas.

B. Cable Television. There is hereby reserved to Declarant over the Covered Property, together with the right to grant and transfer the same, the right to place on, under or across the Covered Property transmission lines and other facilities for a community antenna television system and thereafter to own and convey such lines and facilities and the right to enter upon the Covered Property to service, maintain, repair, reconstruct and replace said lines or facilities; provided, however, that Line exercise of such rights shall not unreasonably interfere with any Owner's reasonable use and enjoyment of his Residence.

C. Water Rights. There is hereby reserved to Declarant with full right and power, among others, to transfer or assign to others or to use or utilize on any other property owned or leased by Declarant, any and all water rights or interests in water rights no matter how acquired by Declarant, and owned or used by Declarant in connection with or with respect to the Covered Property, whether such water rights shall be riparian, overlying, appropriative, percolating, prescriptive or contractual, provided, however, that the reservation made herein shall not reserve to or for the benefit of Declarant any right to enter upon the surface of the Covered Property in the exercise of such rights.

D. Construction and Sales. There is hereby reserved to Declarant, together with the right to grant and transfer the same to Declarant's sales agents and representatives and prospective purchasers of Residences, over the Covered Property as the same may from time to time exist, easements for construction, display, maintenance, sales and exhibit purposes in connection with the erection and sale or lease of Residences within the Covered Property; provided, however, that such use shall not be for a period beyond the earlier of

i. Seven (7) years from the conveyance of the first Residence by Declarant or

ii. The sale by Declarant of all Residences within the Covered Property, and provided further that no such use by Declarant and others shall otherwise unreasonably restrict the Members in the reasonable use and enjoyment of the Covered Property.

Section 4 – Certain Easements for Owners.

A. Rights and Duties: Utilities and Cable Television. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, the Owners of any Residence served by said connections, lines or facilities shall have the right and there is hereby reserved to Declarant, together with the right to grant and transfer the same to Owners an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service his Residence, and to enter upon the Residences owned by others, or to have utility companies enter upon the Residences owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Residence caused by such entry as promptly as possible after completion of work thereon.

B. Ingress, Egress and Recreational Rights. Declarant hereby reserves to itself, its successors and assigns, and agrees that it will grant to all Owners nonexclusive easements for ingress, egress, pedestrian walkway and general recreational purposes over and upon the Common Areas. Such easements when granted to Owners shall be subject to the rights of the Association as set forth in the Article hereof entitled "Rights of Enjoyment".

C. Exclusive Use Common Areas. The Common Areas, both before and after transfer to the Association, are subject to the unilateral right of Declarant or the Association to establish easements in, over, upon, under and through the Common Areas in favor of an individual Owner

or Owners. Declarant or the Association has the right, from time to time, to grant to any Owner a nonexclusive or an exclusive easement in, over, upon, under and through portions of the Common Areas consisting of unimproved areas adjacent to the specific Owner's Residence for use and enjoyment in connection with such Residence, subject to Section 2 of the Article XI entitled "Use Restrictions." Declarant or the Association shall have the sole discretion to establish the size and shape of such Exclusive Use Common Areas. The conveyance of the portion of the Common Areas to an Owner shall be subject to this Declaration and the Association's rights herein, and the Owner in each case, shall be responsible for maintenance and all liability associated with the use of such easement.

D. Maintenance and Party Wall Easement. This Section 4(d) shall apply only to Duplexes and the Owners thereof. Declarant hereby reserves to itself, its successors and assigns, with the right to grant and transfer to all Owners, reciprocal easements for access, ingress and egress in, to and upon Residences which are connected to each other by a common wall for the purpose of maintenance and repair of party walls as set forth in the Article hereof entitled "Party Walls" and maintenance and repair as set forth in Section 2(d) of the Article hereof entitled "Repair and Maintenance", provided, however, that any entry upon an adjoining Residence must be conducted in a reasonable manner, at reasonable times and after reasonable notice to the Owner thereof., Any damage to said adjoining Residence caused as a result of such an entry shall be borne by the Owner so entering said adjoining Residence and causing such damage.

E. Side-Yard Easements. This Section 4(e) shall apply only to Patio Homes and the Owners thereof. There is hereby reserved to Declarant, together with the right to grant and transfer the same to the Owners of the Lots described as "Dominant Tenement" on Exhibit D, side-yard easements as shown on said Exhibit, which easements shall be appurtenant to the Lots described on said Exhibit as "Dominant Tenement", and which easements shall burden the Lots described on Exhibit D as "Servient Tenement", for the purposes of softscape landscaping, drainage, the establishment of a garden area and purposes related thereto subject to the following provisions.

i. The Owner of the Servient Tenement shall have the right at all reasonable times to enter upon the easement area, including the right to cross over the Dominant Tenement for such entry, in order to perform work related to the use and maintenance of the Servient Tenement, including without limitation, the right to install, maintain and/or replace utility lines but specifically prohibiting the right to install sprinkler lines; provided, however, that the Owner of the Servient Tenement is responsible for restoring the easement area to its previous condition which restoration shall be completed within a reasonable time. In addition, the Owner of the Servient Tenement shall use reasonable efforts to consult with the Owner of the Dominant Tenement and use his/her reasonable efforts to minimize any inconvenience to the Owner of the Dominant Tenement that may be caused by the installation, maintenance and/or replacement of any utility lines. The Owner of the Servient Tenement shall be responsible for all costs associated with:

1. The installation of any utility lines,
2. The removal of any softscape landscaping or garden area improvements and

3. The restoration of the easement area to its previous condition.

ii. The Servient Tenement shall have the right of drainage over, across and upon the easement area for water drainage from any dwelling or structure upon the Servient Tenement, the right to maintain eaves and appurtenances thereto and the portions of any dwelling structure upon the Servient Tenement as originally constructed or as constructed pursuant to the Article hereof entitled "Architectural Control";

iii. The Owner of the Dominant Tenement shall not place or install any permanent improvement(s) or landscaping other than softscape landscaping in the easement area nor attach any object to a wall or dwelling belonging to the Servient Tenement or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the Servient Tenement.

iv. In exercising the right of entry upon the easement area as provided for above, the Owner of the Servient Tenement agrees to utilize reasonable care not to damage any softscape landscaping or other items permitted to exist in the easement area; provided, however, the Owner of the Servient Tenement shall not be responsible for damage to such softscape landscaping or other items permitted to exist in the easement area to the extent such damage could not be reasonably avoided in connection with such entry upon the easement area for authorized purposes; provided, further, nothing in this subsection shall relieve the owner of the Servient Tenement from repairing damage to the easement area caused by the installation of utility lines as provided in this Section 4(e)(i); and

v. In the event of any dispute arising concerning the rights and obligations created by this Section, the Owner of the Servient Tenement and the Owner of the Dominant Tenement shall each choose one (1) arbitrator, and such arbitrator shall choose one (1) additional arbitrator, and the decision of a majority of all the arbitrators shall be binding upon such Owners. All costs associated with the arbitration shall be apportioned by a majority of all the arbitrators.

F. Solar Easements. There is hereby reserved to Declarant, for the benefit of each and every Owner of a Residence, a solar easement in and through all air space over the Covered Property for the purpose of preserving access to natural sunlight or any solar energy collector which is originally constructed by Declarant. No Owner of a Residence, or person in control of a Residence, shall allow a tree or shrub to be placed, or if placed, to grow on such property, subsequent to the installation of a solar collector on the property of another so as to cast a shadow greater than ten percent (10%) of the collector absorption area upon that solar collector on the property of another at any one time between the hours of 10:00 a.m. and 2:00 p.m., provided that this Section 4(f) shall not apply to specific trees and shrubs which at the time of installation of a solar collector or during the remainder of that annual solar cycle cast a shadow upon that solar collector. Notwithstanding any other provisions of this Declaration, no structure, vegetation or land use shall penetrate the air space which is subject to the solar easement, unless express written permission is obtained from (1) the Board and (2) all Owners of Residences adjoining the Residence containing such structure or vegetation, or subject to such land use. This

easement shall not preclude utility lines, antennae, wires and poles that are not otherwise prohibited by this Declaration, which penetrate the airspace covered by this solar easement.”

G. Rain Water Drainage Easements. There is hereby reserved to the Declarant together with the right to transfer and grant same, easements in and over portions of Lots for the purpose of the installation and placement of drainage pipes in order to drain rain water from roofs of Residences. No Owner shall interfere with the operation of such drainage pipes.

VALENCIA NORTHBRIDGE HOMEOWNERS ASSOCIATION

TENNIS COURT RULES

HOURS: 7:00 AM TO 10:00 PM

1. THE ETHICS OF TENNIS AND SPORTSMANSHIP SHALL PREVAIL
2. When others are waiting:
 - a. Only one set may be played.
 - b. Courts shall be given up at the end of set in progress.
 - c. Players not wanting to play sets may rally for 30 minutes, then they must relinquish the court.
 - d. Warming up period not to exceed five minutes.
 - e. Sets resulting in 6/all shall be determined by one additional game.
 - f. Waiting players must remain in person at the court.
 - g. Court may be held by one person for five (5) minutes.
3. Pets are not permitted on the courts.
4. Tennis shoes only. Street shoes of any type are not permitted on the courts.
5. No skateboards, street shoes, roller skates, rollerblades, or bicycles are allowed on the tennis courts.
6. No glass containers or food permitted within the court area.

ALL persons using the Tennis Court facilities do so at their own risk. The Valencia Northbridge Homeowners Association will not be responsible for any accident or injury to members or guests nor for any article which is lost, damaged or stolen. Homeowners are responsible for their guests.

Valencia Northbridge Homeowners Association

Rules and Regulations

Tennis Court Rule – Adopted April 26, 2012

The maximum number of guests a homeowner may bring to the tennis courts is three (3). The maximum amount of time any one homeowner may remain on the courts if there is a homeowner waiting to utilize the courts is 30 minutes.

VALENCIA NORTHBRIDGE POOL RULES

OPERATING HOURS: 7:00 AM to 10:00 PM

Warning: Any member, guest or other unauthorized person found in the facility during the closed, non-operating hours is considered trespassing and subject to arrest.

- 1. Lifeguards are not provided.**
- 2. No one under 14 years of age is allowed in the pool area without an adult, 18 years or over, present (there are no lifeguards on duty, pool monitors may or may not be present depending upon the day/time you are using the pool).**
- 3. No glass containers in or around the facility**
- 4. No loud radios or noises**
- 5. Incontinent individuals (for example, children who are not toilet trained) are only allowed in the pool areas when wearing swim diapers.**
- 6. No bikes, skateboards, scooters or rollerblades are allowed inside the recreation area.**
- 7. No oversized boats, rafts or toys. Balls, fins, masks and kick boards will be allowed in the pool with pool monitors approval depending on the number of swimmers.**
- 8. Only coast guard approved flotation devices are permitted. No arm ring or vest flotation devices are allowed in the spa.**
- 9. No advertising or notices posted in or around the facility.**
- 10. Pool safety equipment must be used for life saving purposed only.**
- 11. Invited guests must be accompanied by a Valencia Northbridge Homeowner member. Members are responsible for their families and guests using the facility. There is a limit of five (5) guests per adult resident.**
- 12. All persons using this facility do so at their own risk. Valencia northbridge Homeowner Association shall not be responsible for any accident or injury to members, their families, guests or other persons using the facility, nor for any articles lost, stolen and damaged.**
- 13. The Board of Directors have the authority to restrict the use of the recreational facilities from anyone found to violate the rules and regulations stated herein.**
- 14. NO PETS ALLOWED**

Valencia Northbridge Homeowners Association
Rules and Regulations

The following is a new rule effective November 1, 2006:

If a resident is locked in any of the pool areas, basketball court or tennis courts, as a result of staying beyond the posted closing time, a reimbursement fee will be charged if security is required to come out and let you out of the gated area.

(Note: this new rule was sent to all Homeowners in the newsletter issued with their October 2006 billing)