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MOUNTAIN HOUSE COMMUNITY

MASTER RESTRICTIONS

**MOUNTAIN HOUSE COMMUNITY  
MASTER RESTRICTIONS**

**ARTICLE 1  
DECLARATION**

**Section 1.01.** Date and Property ..... 1  
**Section 1.02.** Declaration ..... 1  
**Section 1.03.** Special Statutory Powers of MHCSD ..... 1  
**Section 1.04.** Runs With Property ..... 1  
**Section 1.05.** Name of Community ..... 1  
**Section 1.06.** Citation ..... 2  
**Section 1.07.** Description of Company..... 2  
**Section 1.08.** Property Exempt from Declaration..... 2

**ARTICLE 2  
DEFINITIONS**

**Section 2.01.** Application of Definitions ..... 2  
**Section 2.02.** Assessment; Remedial Assessment ..... 2  
**Section 2.03.** Builder ..... 2  
**Section 2.04.** Commercial and Industrial Area..... 3  
**Section 2.05.** Community ..... 3  
**Section 2.06.** County ..... 3  
**Section 2.07.** Declarant..... 3  
**Section 2.08.** Declaration ..... 3  
**Section 2.09.** Declaration of Annexation..... 3  
**Section 2.10.** Design Review Committee ..... 3  
**Section 2.11.** Design Guidelines. .... 3  
**Section 2.12.** Development Declaration ..... 3  
**Section 2.13.** Governing Documents..... 3  
**Section 2.14.** Guarantor ..... 4  
**Section 2.15.** Improvements ..... 4  
**Section 2.16.** Lot ..... 4  
**Section 2.17.** Map..... 4  
**Section 2.18.** Mortgage; Mortgagee; Institutional Lender ..... 4  
**Section 2.19.** Mountain House Community Services District..... 5  
**Section 2.20.** Multifamily Residential Area ..... 5  
**Section 2.21.** Notice ..... 5  
**Section 2.22.** Occupant..... 5  
**Section 2.23.** Office Area ..... 5  
**Section 2.24.** Owner ..... 5  
**Section 2.25.** Phase..... 5  
**Section 2.26.** Primary Unit ..... 6  
**Section 2.27.** Project..... 6  
**Section 2.28.** Project Association ..... 6  
**Section 2.29.** Project Board ..... 6

**Section 2.30.** Project Common Area ..... 6  
**Section 2.31.** Project Unit..... 6  
**Section 2.32.** Public Report ..... 6  
**Section 2.33.** Residential Area; Residential Lots ..... 6  
**Section 2.34.** Record; Recorded; Recordation..... 6  
**Section 2.35.** Review Entity ..... 7  
**Section 2.36.** Rules ..... 7  
**Section 2.37.** Second Unit ..... 7  
**Section 2.38.** Security Device; Secured Party ..... 7  
**Section 2.39.** Setback ..... 7  
**Section 2.40.** Single Family Residential Area ..... 7  
**Section 2.41.** Soundwall ..... 7  
**Section 2.42.** Subordinate Restrictions..... 7  
**Section 2.43.** Supplemental Declaration..... 7  
**Section 2.44.** Unit; House..... 7  
**Section 2.45.** Use Area ..... 7  
**Section 2.46.** Village ..... 8

**ARTICLE 3  
PERSONS AND PROPERTY SUBJECT TO THIS DECLARATION**

**Section 3.01.** Application to Persons..... 8  
**Section 3.02.** Owners' Interest ..... 8  
**Section 3.03.** Annexation ..... 8

**ARTICLE 4  
PERMITTED AND PROHIBITED USES OF PROPERTY**

**Section 4.01.** Purpose ..... 9  
**Section 4.02.** Rights of Owners; Exceptions ..... 9  
**Section 4.03.** Community Use Areas..... 10  
**Section 4.04.** Restrictions Applicable to the Entire Community ..... 11  
**Section 4.05.** Additional Restrictions Applicable to Residential Single Family Lots ..... 13  
**Section 4.06.** Restrictions Applicable to Multifamily Areas..... 17  
**Section 4.07.** Permitted Uses in the Commercial and Industrial Areas ..... 17  
**Section 4.08.** Restrictions Applicable to the Commercial and Industrial Areas..... 18  
**Section 4.09.** Maintenance and Architectural Standards for Residential Single Family and Multifamily Areas ..... 18  
**Section 4.10.** Maintenance and Architectural Standards for the Commercial and Industrial Area ..... 22  
**Section 4.11.** Design Guidelines ..... 23

**ARTICLE 5  
POWERS OF THE MHCS D, LIENS AND RULES**

**Section 5.01.** MCHSD Exercise of Powers. .... 24  
**Section 5.02.** Discipline..... 24  
**Section 5.03.** Remedial Assessment. .... 24  
**Section 5.04.** Delinquency and Enforcement of Lien..... 24  
**Section 5.05.** Application of Assessments to Mortgagees..... 27

**Section 5.06.** Limitation on Enforcement Against Mortgagees. .... 27  
**Section 5.07.** Rules. .... 27  
**Section 5.08.** Community Services District; Additional Powers and Duties..... 28

**ARTICLE 6**  
**ARCHITECTURAL CONTROLS AND DESIGN REVIEW COMMITTEE**

**Section 6.01.** Architectural Control..... 30  
**Section 6.02.** MHCS D Procedures for Architectural Control. .... 30  
**Section 6.03.** Design Review Committee: Organization; Power of Appointment; and Removal of  
Members. .... 30  
**Section 6.04.** Design Review Approval..... 31  
**Section 6.05.** Governmental Permits. .... 31  
**Section 6.06.** Completion and Inspection..... 33  
**Section 6.07.** Noncompliance..... 33  
**Section 6.08.** Period for Action to be Filed. .... 35  
**Section 6.09.** Nonwaiver. .... 35  
**Section 6.10.** Certificate of Identity. .... 36  
**Section 6.11.** Estoppel Certificate. .... 36  
**Section 6.12.** Limitation of Design Review Committee Liability. .... 36  
**Section 6.13.** Owner's Liability ..... 36  
**Section 6.14.** Design Review Committee Approval - Builders. .... 36  
**Section 6.15.** Termination of Design Review Committee Jurisdiction. .... 36

**ARTICLE 7**  
**APPLICATION OF DECLARATION OF DECLARANT AND BUILDERS**

**Section 7.01.** Development of the Community. .... 37  
**Section 7.02** Limited Application; Application to Builders ..... 38  
**Section 7.03.** Use of Community Name. .... 38  
**Section 7.04.** No Amendment or Repeal ..... 38  
**Section 7.05.** No Design Review Committee Approval. .... 38  
**Section 7.06.** Duration of Article. .... 38  
**Section 7.07.** Assignment of Rights. .... 38

**ARTICLE 8**  
**AMENDMENT AND DURATION**

**Section 8.01.** Amendments..... 38  
**Section 8.02.** Voting Districts. .... 39  
**Section 8.03.** Duration..... 40



**DEFINED TERMS NOT IN ARTICLE 2**

<b>Term</b>	<b>Section in Text Where Term is Defined</b>
Act	1.02
Bad Check Charge	5.04C
Cast Votes	8.02A.1
Certificate of Amendment	8.01A
Community Use Areas	4.03
Fair Process Requirements	5.02
Imputed Votes	8.02A.2
Notice of Delinquent Assessment	5.04D.1
Park Strip	4.02B
Remedial Assessment	5.03
Screened	4.05M
Voting District	8.02A.3
Voting Powers of Owners	8.01D

**MOUNTAIN HOUSE COMMUNITY  
MASTER RESTRICTIONS**

A Declaration of Covenants,  
Conditions, and Restrictions

THIS DECLARATION CONTAINS  
LIMITATIONS ON THE LIABILITY OF  
THE DESIGN REVIEW COMMITTEE, SEE SECTION 6.12

**ARTICLE 1  
DECLARATION**

Section 1.01. **Date and Property.** This Declaration ("Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by TRIMARK COMMUNITIES, LLC a California limited liability company, with respect to that certain real property described in Exhibit "A" of this Declaration ("Community") and any property later annexed to the Community pursuant to Section 3.03 of this Declaration.

Section 1.02. **Declaration.** It is hereby declared that the property described in Exhibit "A" ("Initial Phase") is subject to this Declaration, which is in furtherance of a plan for the subdivision, improvement, and transfer of the described real property. This Declaration creates a subdivision without "common area," without an "association" and without "regular assessments" or "special assessments" as those terms are defined in the Davis-Stirling Common Interest Ownership Act ("Act") contained in California Civil Code Sections 1350 and following, and this subdivision, as a consequence, is not subject to the Act. The provisions of this Declaration are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the described real property, and to ensure its proper development as a subdivision.

Section 1.03. **Special Statutory Powers of MHCS D.** The Mountain House Community Services District ("MHCS D") is given the right but not the duty pursuant to California Government Code 61601.10 to enforce private covenants, conditions and restrictions adopted for property with the boundaries of the MHCS D and to exercise the duties of architectural control committees as adopted in such covenants, conditions and restrictions. These powers may be exercised whenever the board of directors of the MHCS D determines by resolution that the exercise of such powers is feasible, economically sound, and in the public interest, and if a majority of the voters voting on the proposition vote in favor of the MHCS D exercising these powers. These powers are in addition to the powers granted to all community services districts pursuant to California Government Code Section 61600 and other applicable law.

Section 1.04. **Runs With Property.** This Declaration shall run with the described real property, and the provisions of this Declaration shall be enforceable as equitable servitudes, covenants running with the land, and in any other manner allowed by law, and shall be binding upon and inure to the benefit of Declarant, the Design Review Committee or other Review

Entity, each Owner of the described real property or any part of it, and each successor-in-interest of Declarant or any such Owner.

Section 1.05. **Name of Community.** The name of the Community encumbered by this Declaration is the "Mountain House Community."

Section 1.06. **Citation.** This Declaration may be cited and referred to as the "Mountain House Community Master Restrictions."

Section 1.07. **Description of Community.** The Initial Phase of the Community comprises nineteen parcels from which nine hundred and seventy-nine (979) residential Lots have been or will be created, that are designed to be completed with single-family detached dwellings and other improvements plus a parcel for a proposed school site, a parcel for a proposed park site, a parcel for a proposed recreational facility and a parcel for proposed privately owned public facilities. The Initial Phase of the Community is located near the Western boundary of San Joaquin County, California, and is bounded on the North by Arnaudo Boulevard, on the West by Central Parkway on the South by Mascot Boulevard and on the East by De Anza Boulevard. There is an architectural review committee, called the "Design Review Committee," that will review and approve or deny Improvement plans for original non-governmental Improvements. The composition and powers of the Design Review Committee are described in this Declaration. A Community Services District, called the Mountain House Community Services District, has the power to review certain Improvement plans and enforce the provisions of this Declaration. This Section is subject to all other provisions of this Declaration.

Section 1.08. **Property Exempt from Declaration.** Property owned by a government entity, including a public school district, and used for governmental purposes is exempt from the provisions of this Declaration, including the obligation to pay assessment, during such time as such property is used for governmental purposes.

## ARTICLE 2 DEFINITIONS

Section 2.01. **Application of Definitions.** Unless the context otherwise requires, the following terms used in this Declaration shall have the meanings set forth in this Article, to be equally applicable to both the singular and plural forms of such terms. Any term or phrase not defined in this Article, but shown in quotes within parentheses in another provision of this Declaration, shall have the meaning set forth in such provision. The capitalization of the first letter of any term, other than proper names, used in this Declaration, indicates that such term is defined in this Declaration.

Section 2.02. **Assessment; Remedial Assessment.** "Assessment" means either: (i) a Remedial Assessment, as authorized in Section 5.03; or (ii) a monetary penalty, as authorized by Section 5.02, and the late charges and interest and costs related to such assessments authorized by Sections 5.02 and 5.03.

Section 2.03. **Builder.** "Builder" means, for the purposes of this Declaration, an Owner who has acquired any of the following: (i) five (5) or more Residential Lots, held at the same

time; (ii) a Residential Lot or Lots designated for a Project, but in the case of this Subsection (ii), the Owner is a Builder only as to such Lot or Lots; (iii) a person or entity who is required to obtain a Public Report to sell Lots owned by it in the Community to the public; or (iv) an Owner building or preparing to build commercial or industrial Improvements, including apartments. An Owner, for the purposes of this definition, includes any persons or entities affiliated with Owner, owned in common with Owner, or acting in a common purpose with Owner. Declarant is not a Builder. The term "Builder" also includes any person or entity which builds or constructs an Improvement to be dedicated to the MHCSA. The term "Lot," for the purposes of Subsections (i) through (iii) of this Section, includes only Residential Area Lots.

Section 2.04. **Commercial and Industrial Area.** "Commercial and Industrial Area" means an area designated on a general, master or specific plan adopted by the County as community general commercial, general commercial, office, limited industrial, general industrial, or actually improved with commercial or industrial Improvements, including areas designated as Office Area, Town Center Area, Community Commercial Area, Village Commercial Area, and areas zoned P-F.

Section 2.05. **Community.** The term "Community" means the real property subject to this Declaration including, after annexation, any real property annexed in any Declaration of Annexation, together with all Improvements on or to such real property.

Section 2.06. **County.** "County" means the County of San Joaquin, a political subdivision of the State of California.

Section 2.07. **Declarant.** "Declarant" means Trimark Communities, a California limited liability company, and any successors or assigns who are assigned in writing all or part of Declarant's powers and responsibilities for all or part of the Community, and who accept such powers and responsibilities in writing, in accordance with Section 9.12. Declarant also means a Mortgagee who succeeds to all or substantially all of a Declarant's then interest in the Community through foreclosure of its security interest or by a deed in lieu of foreclosure.

Section 2.08. **Declaration.** "Declaration" means this document, including the limitations, restrictions, covenants, and conditions set forth in this Declaration and in any amendments to this document, and in any Declaration of Annexation.

Section 2.09. **Declaration of Annexation.** "Declaration of Annexation" means a declaration annexing property to this Community pursuant to the Section entitled "Annexation."

Section 2.10. **Design Review Committee.** "Design Review Committee," or "DRC," means the Design Review Committee established pursuant to Article 6.

Section 2.11. **Design Guidelines.** "Design Guidelines" means the rules adopted by the Design Review Committee as such Guidelines may be amended or repealed by the Design Review Committee from time to time. Design Guidelines includes the manuals adopted as part of the Design Guidelines which provide detailed architectural and design requirements for each area of the Community as such manuals may be amended from time to time.

Section 2.12. **Development Declaration.** "Development Declaration" means one or more Subordinate Restrictions that may be Recorded against all or parts of the Community for the purpose of controlling the Improvements and work to be performed by Builders.

Section 2.13. **Governing Documents.** "Governing Documents" means this Declaration, any Declaration of Annexation and Supplemental Declaration and the Design Guidelines.

Section 2.14. **Guarantor.** "Guarantor" means a government agency, a government chartered corporation, or an insurance company that has insured or guaranteed a First Mortgage.

Section 2.15. **Improvements.** "Improvements" means all physical improvements to real property and includes, without limitation: (i) buildings, out-buildings, sheds and storage buildings; (ii) roads, driveways, walkways, and parking areas; (iii) fences, gates, walls, sound walls, and retaining walls; (iv) stairs, decks, hedges, windbreaks; (v) poles, antennae and signs; (vi) man-made lakes, watercourses and canals, pumps, fountains, aerators, bridges, dams, swimming pools and spas, tennis courts, sports equipment, including basketball standards, and recreational structures; (vii) solar energy installations, lighting and lighting fixtures, trash enclosures and mail and newspaper boxes and slots; (viii) mechanical, utility and communication installations, whether above or underground; (ix) landscaping, private parks and play areas, entry and other monuments and signs; and (x) any work, structure and excavation of any kind, whether temporary or permanent, and anything that is deemed to be a "work of improvement" as defined in California Civil Code Section 3106. The term "Improvements" does not include improvements constructed by or for a governmental entity or dedicated for public purposes.

Section 2.16. **Lot.** "Lot" means (i) any lot or parcel within the Community; and (ii) any Project Unit not otherwise a Lot as defined in (i) located within the Community. "Lot," when used with a number or letter or other specific limitation, refers to the specific Lot so designated on the subdivision or parcel map specifically referenced. Upon the splitting of a Lot or the consolidation of Lots or the adjustment of any Lot's boundaries, "Lot" shall refer to the resulting Lots or parcels. A Lot shall be deemed to include any immediately adjacent area over which the Owner of the Lot has an appurtenant easement that allows such Owner's exclusive use or such Owner's exclusive use subject only to a use for utilities, drainage, roof overhangs or for the maintenance of adjoining Improvements, or any of these uses. Any Lot subject to such an exclusive easement shall be deemed to exclude the easement area. A Lot shall be deemed to include the rights to use any alley which is appurtenant to such Lot. "Lot," when not used with a specific number or letter of other specification limitation, means any of the Lots within the Community. "Lot" includes all Improvements on or to such Lots or parcels.

Section 2.17. **Map.** "Map" means that certain Subdivision Map entitled "Tract 2924 Mountain House Neighborhood 'F' Large Lot" and filed for Record on October 31, 2001, in Book 36 of Maps and Plats, at Page 54, Records of San Joaquin County. The term "Map" shall also refer to any subdivision map or parcel map subdividing property annexed to the Community unless the reference specifically excludes such annexed property.

Section 2.18. **Mortgage; Mortgagee; Institutional Lender.** "Mortgage" means a Security Device which constitutes a lien of first priority against any Lot and also means a Security Device securing a loan made in whole or in part for the original development or construction of the Community if secured in whole or in part by any portion of the Community.

For purposes of this Section, the fact that a lien of a Security Device is inferior to mechanics' liens or to tax liens, easements, declaration of covenants, conditions and restrictions, and similar limited interests does not deprive such lien of "first priority" within the meaning of this Section. "Mortgagee" means any Institutional Lender which is a Secured Party which holds a Mortgage as defined in this Section, and includes any assignee, in whole or in part, of such a First Mortgage and any Guarantor. "**Institutional Lender**" means any company or entity that is in the business of making real property loans or that is regulated by or chartered for that purpose under federal or state laws. "Institutional Lender" includes, without limitation, any bank, savings and loan association, savings bank, insurance company, mortgage broker, credit union, pension or profit sharing trust fund, or a federally chartered corporation or a government agency that is either a lender or that purchases or insures mortgages.

Section 2.19. **Mountain House Community Services District.** "Mountain House Community Services District" or "MHCS D" means the Mountain House Community Services District, a political subdivision of the State of California, or any governmental entity, including a municipality, which succeeds to its powers and duties.

Section 2.20. **Multifamily Residential Area.** "Multifamily Residential Area" means an area within the Residential Area designated for or improved with one or more residential multi-unit buildings, and any accessory Improvements, whether or not the buildings are part of a Project.

Section 2.21. **Notice.** "Notice means a notice delivered in accordance with Section 9.03, entitled "Notices".

Section 2.22. **Occupant.** "Occupant" means any natural person properly and permanently residing in a residential Unit pursuant to the Governing Documents, whether as an Owner, tenant, or as a member of an Owner's or tenant's family.

Section 2.23. **Office Area.** "Office Area" are areas designated for office buildings in a master or specific plan adopted by the County by a Declaration of Annexation or Supplemental Declaration, or actually improved with office buildings.

Section 2.24. **Owner.** "Owner" means any person or entity, including Declarant holding all or any undivided part of the fee title to a Lot, except as otherwise provided in this Section. The MHCS D and other governmental entities shall not be considered an owner as to any property owned and used for governmental purposes. Such fee interest must be an interest that would be disclosed by a search of title in the office of the recorder of the County, except that a purchaser under an executory installment land sales contract is an Owner whether or not such interest is shown of Record. A Secured Party is not an Owner. If a Lot is transferred or conveyed to a trust, the Owner is the trustee or the co-trustees of such trust. A person or entity is not an Owner due to: (i) community property or other marital rights where the person asserting such rights is not shown of Record as an Owner; (ii) rights of adverse possession not adjudicated and shown of Record by a judgment or court order; or (iii) other equitable rights where the person asserting such rights is not shown of Record as an Owner.

Section 2.25. **Phase.** "Phase" means the real property described in Exhibit "A." "Phase" also means property annexed to the Community by any Declaration of Annexation ("Subsequent

Phases"). If a Declaration of Annexation designates property as being a Phase that would not otherwise be a Phase by this definition, the property so designated shall be a Phase. The use of the term "Phase" is primarily for convenience of reference and does not necessarily mean Subsequent Phases will be added to the Community. The term "Phase," as defined in this Section, is not necessarily a phase for Public Report or for subdivision map or parcel map purposes.

Section 2.26. **Primary Unit.** "Primary Unit" means the larger residential Unit located on a Single Family Residential Lot, with a Second Unit on the same Lot.

Section 2.27. **Project.** "Project" means any condominium project, planned development, or any other common interest development as defined in Civil Code Section 1351(c) located within the Community which comprises two (2) or more separate interests ("Project Units") and a common area ("Project Common Area") jointly owned or controlled by the owners of such Project Units or by a Project Association.

Section 2.28. **Project Association.** "Project Association" means a Project's "association" as "association" is defined in Section 1351(a) of the California Civil Code.

Section 2.29. **Project Board.** "Project Board" means the board of directors or other governing body of a Project Association.

Section 2.30. **Project Common Area.** "Project Common Area" means the real property within a Project which is Common Area as "common area" is defined by Section 1351(b) of the California Civil Code either jointly owned or controlled by Owners of Project Units within such Project or by the Project Association.

Section 2.31. **Project Unit.** "Project Unit" means the improved separate interests within a Project, as defined in Section 1351(e) of the California Civil Code including, without limitation: (i) units of a condominium project; and (ii) the individual lots within a planned development that are not Project Common Area.

Section 2.32. **Public Report.** "Public Report" means each final subdivision public report issued by the California Real Estate Commissioner, pursuant to Section 11018 of the California Business and Professions Code, authorizing the sale of Lots within the Community.

Section 2.33. **Residential Area; Residential Lots.** "Residential Area" means the Single Family Residential Area and the Multifamily Residential Area. "Residential Lots" means Lots designed and sized for single family houses, duplexes and triplexes, or residential condominiums located in the Residential Area.

Section 2.34. **Record; Recorded; Recordation.** "Record," "Recorded," or "Recordation" mean, with respect to any document, the recording of the document in the Office of the Recorder of the County.

Section 2.35. **Review Entity.** "Review Entity" means the person or entity which has the power to grant approval to an Owner to construct, reconstruct or alter an Improvement as provided in Section 6.01B.

Section 2.36. **Rules.** "Rules" mean the rules adopted by the MHCS D, pursuant to Section 5.07, from time-to-time in effect.

Section 2.37. **Second Unit.** "Second Unit" means a residential Unit located on the same Lot as a Primary Unit and either attached or detached from the primary Unit and which is clearly subordinate in size to the Primary Unit. Second Units do not include mobile homes. Second Units may not be subdivided from the Primary Unit.

Section 2.38. **Security Device; Secured Party.** "Security Device" means a mortgage, deed of trust, or executory installment land sale contract, given for value, which constitutes a lien against any Lot. "Secured Party" means any mortgagee, beneficiary under a deed of trust, or seller under an executory installment land sales contract who holds a "Security Device" as defined in this Section.

Section 2.39. **Setback.** "Setback" means the distance between a house or other Improvement on a Lot and the closest point on the boundary of such Lot. Any Setback requirement established in any subdivision map or deed executed by Declarant, or by any project map or plan approved by the government agency having jurisdiction, or by this Declaration, for any dwelling house or other Improvement, shall be the minimum Setback for such house or other Improvement.

Section 2.40. **Single Family Residential Area.** "Single Family Residential Area" means an area within the Residential Area that is not part of the Multifamily Residential Area and which is designated for or actually used for Single Family detached Units. Lots with Second Units are part of the Single Family Residential Area.

Section 2.41. **Soundwall.** "Soundwall" means a masonry wall or a fence designed to control traffic noise located between a Lot and an adjacent street.

Section 2.42. **Subordinate Restrictions.** "Subordinate Restrictions" means a declaration of Covenants, Conditions and Restrictions recorded following this Declaration or otherwise subordinate to this Declaration and covering in whole or in part the Community, including declarations as defined by Section 1351(h) of the California Civil Code for Projects within the Community. Subordinate Restrictions are governed by the provisions of Section 9.02.

Section 2.43. **Supplemental Declaration.** "Supplemental Declaration" means a declaration executed by Declarant and Recorded following this Declaration which may cover all or any part of the Community. A Supplemental Declaration may be used to designate Neighborhoods, Community Use Areas or to perform any act the Declarant is authorized to perform by this Declaration.

Section 2.44. **Unit; House.** "Unit" means the improvements located on each residential Lot comprising a single-family residential dwelling and appurtenances whether the dwelling is detached or part of a multi-unit building. The term "Unit" also includes Project Units unless the context excludes that interpretation. A Unit contains living facilities, including provision for sleeping, eating, cooking, and sanitation for one (1) family or living group. A "House" is a detached Unit which may be a Primary Unit.

Section 2.45. **Use Area** “Use Area” means the use areas defined in Section 4.03.

Section 2.46. **Village**. “Village” means a separate Residential Area within the Community designated as such on a master or specific plan adopted by the County or any governmental entity, including a municipality, which succeeds to its power and duties or designated by one or more Declarations of Annexation or Supplemental Declarations. In some plans and subdivision maps, including the Map, adopted prior to the date of this Declaration the term “Neighborhood” may be used to designate a Village.

### **ARTICLE 3 PERSONS AND PROPERTY SUBJECT TO THIS DECLARATION**

Section 3.01. **Application to Persons**. All Owners, Occupants, and all other persons using the Community including, without limitation, the invitees of Owners and Occupants, are subject to this Declaration.

Section 3.02. **Owners' Interest**. The real property interest in each Lot shall include the components set forth in this Section. No such component may be severed from the Lot to which it is appurtenant. The components are as set forth below:

- A. Title to a Lot.
- B. The rights and obligations provided by this Declaration.

Section 3.03. **Annexation**. Any real property not included within the Community, and which consists of one or more legal parcels or lots, may be annexed from time to time to the Community by (i) Declarant in its sole discretion and without the consent of the Owners in accordance with the provisions of this Section, or (ii) by the MHCS D in its sole discretion and without the consent of the Owners in accordance with the provisions of this Section, and shall thereupon become subject to this Declaration. The MHCS D has the power to annex to the Community only real property which is either located within the then boundaries of the MHCS D or property which is in the process of being annexed to the territory of the MHCS D pursuant to California Government Code Section 61800, in which case the annexation to the Community shall only become effective when such property is annexed into the territory of the MHCS D. Annexation into the Community pursuant to this Section does not refer to annexation by the MHCS D of property into the territory of the MHCS D, pursuant to California Government Code Section 61800.

A. **Rescission and Amendment of Annexation**. At any time prior to the first conveyance of a Lot within a Phase contained within the annexed property, the person or entity annexing the property may, without the consent of the Owners, rescind or amend such Declaration of Annexation as to such Phase. Conveyance of all of the property annexed by a Declaration of Annexation or all of the property contained within a Phase is not a conveyance of a Lot for this purpose.

B. **Method of Annexation**. Any annexation or recession or amendment to an annexation undertaken in accordance with this Section shall be effective upon the Recording of a Declaration of Annexation, recession or amendment that is signed and acknowledged by the

person or entity annexing the property and, in addition, by the Owners of the property described in the Declaration if such Owners are different from the person or entity annexing the property.

C. **Additional Restrictions.** The person or entity annexing the property may provide for additional or different limitations, restrictions, covenants, conditions, and easements, with respect to the use of the annexed property in the Declaration of Annexation or by the incorporation of other documents. Any additional provisions may be made as a result of characteristics of the property to be annexed, including, without limitation, zoning, use area, surface features of the land, method of subdivision, whether common use facilities are public or private, the character and type of the improvements, and the architectural styles and characteristics desired in the area annexed. Any additional provisions shall be approved in the same manner as the Declaration of Annexation.

D. **Effect of Declaration of Annexation.** Upon any annexation becoming effective, the Declaration of Annexation shall become a part of this Declaration, and shall be deemed amended by any amendment to this Declaration.

#### **ARTICLE 4 PERMITTED AND PROHIBITED USES OF PROPERTY**

Section 4.01. **Purpose.** The purpose of the limitations, restrictions, and controls in this Article are to enhance, protect, establish and maintain the character, value, desirability, and attractiveness of the real estate within the Community and to insure its proper development. All property within the Community is subject to this Article and in the event of any conflict between any portions of this Article, the more stringent prohibition shall control. This section does not limit the MHCS D in the performance of any of its functions as provided by California Law

Section 4.02. **Rights of Owners; Exceptions.** Each Lot in the Community shall be for the exclusive use and benefit of its Owner, subject, however, to all of the following rights, standards, limitations, and restrictions.

A. **Compliance of Improvements.** Any Improvements and work regulated and controlled by provisions in this Declaration shall be done only in strict compliance with such provisions.

B. **Landscaping.** Each Owner shall maintain the landscaping and Improvements on such Owner's Lot in a neat and attractive manner, including any landscaped strip of land located between the sidewalk and the street located adjacent to such Lot ("Park Strip"), except for any portion of the landscaping maintained by the MHCS D or other governmental entity. All grass, mass plantings, and other plantings shall be mowed, pruned, trimmed, fertilized, and cut as necessary at reasonable regular intervals, all trees shall be properly maintained and irrigation systems shall be maintained in good operating order and properly used to irrigate the landscaping. All trees located in the Park Strip shall be trimmed by a professional tree trimmer in such a manner as to cause the tree to grow in an "arch" over the adjacent sidewalk and street and in conformity with any Rule governing the trimming of trees located in the Park Strip. The MHCS D may undertake in its sole discretion from time to time to trim or otherwise maintain the trees or other landscaping located in the Park Strip and other areas controlled or maintained by

the MHCS D. All unimproved Lots shall be kept mowed and in neat and clean condition. No garbage or debris shall be allowed to accumulate on Lots.

**C. Owner's Responsibility.** Each Owner shall comply with this Declaration and will cause and be responsible for Owner's Occupants, including, without limitation, family, agents, invitees, guests, contractors, employees, and any person renting, leasing, or using Owner's Lot, or any Improvements on such Lot to do likewise.

**D. Government Ownership.** During any period the United States, State of California, the County, the MHCS D, a school district, or other government entity owns or controls property within the Community that is subject to this Declaration and uses such property for governmental or public purposes, such property shall not be subject to the provisions of this Declaration.

**E. Soundwall Easement.** If a Soundwall is located on a Lot or adjacent to a Lot, the MHCS D, other governmental entity or owners' association which has the responsibility to maintain the Soundwall has a non-exclusive easement to enter onto the Lot for the purpose of maintaining, repairing and replacing the Soundwall. Entry to the extent reasonably possible will be made through or over the Soundwall itself and only so much of the Lot as reasonably needed for the work shall be used. Any damage to the Lot caused by the entry shall be repaired or replaced by the MHCS D, other governmental entity or owners' association doing the Work.

**Section 4.03. Community Use Areas.** The Community will contain areas of uses ("Community Use Areas"):

- (i) Single Family Residential Area;
- (ii) Multifamily Residential Area; and
- (iii) Commercial and Industrial Area.

Each of the types of Community Use Areas is defined in the definitions contained in Article 2. The entire Community is subject to the provisions of Section 4.04, except where subsections of Section 4.04 specifically limit their application to certain Use Areas. In addition, the Single Family Area is subject to the provisions of Sections 4.05 and 4.09, and the Multifamily Residential Area is subject to the provisions of Sections 4.06 and 4.09. Only the provisions of Section 4.04 apply to mixed commercial and residential development in areas zoned M-X. In addition, the Commercial and Industrial Area is subject to the provisions of Sections 4.07, 4.08 and 4.10. The Commercial and Industrial Area may be further categorized as Village Commercial Area, Community Commercial Center Area, Town Center Area, and Office Area for the purposes of the requirements of the Design Guidelines. Additional provisions and modifications to the provisions of this Article 4 for each type of Use Area and for each area within each Use Area can be set out in one or more Declarations of Annexation or in Supplementary Declarations.

**Section 4.04. Restrictions Applicable to the Entire Community.** The following prohibitions apply to all property within the entire Community, except as otherwise indicated, and the adjoining streets, whether public or private. The provisions contained in this Article can be modified for areas within the Community by a Declaration of Annexation or Supplemental Declaration covering the areas to be modified.

A. **Violations of Law.** Any activity that violates any governmental rule, regulation, ordinance, statute, or law now or hereafter applying to Lots and the use of Lots is prohibited.

B. **Nuisances.** Activities, noises, uses, and Improvements prohibited which are: noxious, illegal, create an unsafe condition, or offensive; or which may impair the structural integrity of any Improvement.

C. **Insects and Rodents.** Doing any act, including leaving food and garbage exposed, which attracts ants, termites, rodents, or other pests onto or into any Lot or building within the Community is prohibited.

D. **Shortwave or Other Electronic Interference.** The operation of any shortwave or any other kind of electronic device within the Community that materially interferes with radio, television, or other electronic signal reception within the Community is prohibited.

E. **Mining.** Surface entry for the exploration of oil, gas, other hydrocarbons and mineral rights and mining, quarrying, drilling, boring, or exploring for or removing natural subsurface materials within the Community is prohibited, except for activities which take place five hundred (500) feet or more below the surface.

F. **Accessory Structures.** No accessory structures or buildings shall be constructed, placed, or maintained upon any Lot prior to the commencement of construction of the main structure or structures; provided, however, that the provisions of this Subsection shall not apply to temporary construction shelters or facilities maintained only during, and used exclusively in connection with, the construction of any Improvement permitted by this Declaration or Lots within the Multifamily Residential Area or the Commercial and Industrial Area where approved by the Design Review Committee.

G. **Storage of Hazardous Materials.** The storage of flammable, explosive, radioactive, toxic or hazardous materials or items that endanger the safety of Improvements is prohibited, except within the Commercial and Industrial Area. This Section does not prohibit the maintenance of reasonable quantities of materials commonly used for household purposes that are allowed by law.

H. **Refuse.** The accumulation, placement, or outdoor burning of garbage, clippings from trees, weeds, shrubs, or lawns, trash, litter, debris, ashes, or other refuse on any Lot is prohibited. This Subsection does not apply to the burning of natural materials in connection with fire control. No Owner shall cause or permit any condition on his Lot which creates a fire hazard. Each Owner of an Improved Lot shall provide or have available for such Owner's use suitable receptacles for the collection of refuse. Such receptacles shall be enclosed and screened from public view and any common area and protected from disturbance. No refuse or refuse container shall be placed in streets or public view more than twenty-four (24) hours prior to the scheduled collection time for such refuse and all refuse containers shall be removed within the twenty-four (24) hour period following the collection of the refuse.

I. **Accumulations on Lots.** All weeds, rubbish, debris, manure, composting or decaying vegetation material, and other unsightly objects or materials of any kind shall be

removed from Lots whether such Lots contain Improvements or not, and shall not be allowed to accumulate or grow on any Lot. All dead vegetation, including trees, located on the front yard of Improved Lots shall be removed and replaced with comparable living vegetation and trees within thirty (30) days, subject to the provisions of Subsection M of this Section, if applicable.

Contractors constructing Improvements on one or more Lots may use containers or fenced areas to hold construction waste during such construction on one or more such Lots. These containers or fenced areas do not need to be concealed from view. This Subsection shall not be construed to prohibit refuse containers, woodpiles, storage areas, or machinery and equipment related to yard care and maintenance, provided such materials are screened from the view of adjacent streets and Lots.

**J. Motorcycles; Bicycles.** The maintenance of motorcycles, trail bikes, off-road vehicles, or bicycles is prohibited, except within enclosed areas on Lots where they are not visible from adjoining streets or in locations approved by the Review Entity in cases where the Review Entity has jurisdiction. The use of Lots for dirt biking or trail biking or for other similar recreational uses is prohibited. This Section does not prohibit the storage of bicycles in racks adjacent to multifamily, public, commercial or industrial buildings, or adjacent to pick up stops or stations for public transportation or the parking of motorcycles in the parking lots or structures serving the Commercial and Industrial Areas.

**K. Utility Lines.** Except for high voltage electrical lines, temporary lines used during construction and for preexisting electrical lines installed prior to construction of the Community, all utility lines, including, but not limited to, electrical, gas, telephone, cable television, and other communications shall be underground, except for access ports and above ground transformers. This provision does not apply to utility or service lines located on the exterior of a Unit or other structure.

**L. Use of Firearms.** The discharge of firearms, including air-powered firearms, is prohibited. Recreational use of firearms, including hunting, is prohibited, except within an indoor target range which complies with all requirements for such a range.

**M. Street Trees.** If a street tree is designated to be planted as a part of the initial development of any area, or if a tree is designated to be planted on the inside of a soundwall as a part of the initial development of any area, any such tree shall be watered and otherwise maintained and shall be replaced by the Owner if the tree dies, is destroyed, or removed. The replacement tree must be of the same species or another species approved by the Review Entity. Declarant, by a recorded supplement to this Declaration or by a Declaration of Annexation, can specify specific trees to be planted as street trees or inside of soundwalls on Lots located along certain streets. Owners must plant such street trees in the number and places designated. Street trees will be maintained as required by Rule.

**N. Time of Construction.** No construction activities in Residential Areas where there are inhabited houses or units shall be done prior to 7 a.m. or after 7 p.m. Monday through Friday, and no construction activities shall be done prior to 9 a.m. or after 7 p.m. on Saturday, Sunday or national holidays, except in cases of emergency or except as approved in writing by the Review Entity.

**O. Water Protection.** The storm drainage system for the Community drains into adjacent waterways. For this reason, no waste materials, sewage, garbage, petroleum, antifreeze, or other chemical product shall be permitted in the storm drainage system or in streets or gutters that drain into the system. There shall be no disposal of petroleum, chemical products or the salts from soft water systems within the Community.

Section 4.05. **Additional Restrictions Applicable to Residential Single Family Lots.** All Lots located in the Single Family Residential Area shall be subject to the following limitations and controls set forth in this Section.

**A. Residential Use.** No Lot shall be occupied, used, or improved for other than residential and associated noncommercial purposes except as allowed by Subsection D of this Section. No Occupant shall take in persons for boarding or care within Occupant's Primary Unit, except that one (1) person may be taken in as an integral part of the Occupant's family group. No Lot may be rented or leased for transient or hotel purposes except as provided in this Subsection.

**B. Rental of Lots.** Primary Units and Second Units, rented or leased or otherwise occupied by persons to the exclusion of the occupancy of the Owner or the Owner's immediate family, shall each be rented or leased in its entirety and pursuant to a written lease or rental agreement that expressly makes the occupancy subject to the provisions of the Governing Documents and that expressly makes a breach of the Governing Documents a default under the lease or rental agreement. All Units other than Second Units must be rented together with the Lot or interest in real estate on which it is located except for any leasehold interest in a Second Unit located on such Lot. No Unit may be rented or leased for a period of less than seven (7) consecutive days. Any Occupant of a Lot shall be bound by the requirements and duties set forth in the Governing Documents. Any monetary obligation incurred by any non-Owner Occupant under this Declaration shall also be the personal obligation of the Owner of the Lot so occupied. No Lot or Unit may be subleased or any lease or rental agreement of a Lot assigned in whole or in part, without compliance with this Section.

**C. Noise.** No power tool or power garden tool or speaker, horn, whistle, bell, wind chime, or other similar sound facility or equipment shall be operated upon any Lot which produces or has produced any sound in excess of sixty-five (65) decibels measured at a point fifty (50) feet from: (i) the outside of the Unit within which the sound emanates; or (ii) the speaker or other similar facility or equipment from which the sound emanates. No activity shall be undertaken or permitted upon any Lot, which activity causes any sound, whether intermittent, recurrent, or continuous, in excess of forty five (45) decibels measured at any point on the boundary line of the Lot. Decibel measurements shall be the average of at least three (3) and at most five (5) decibel readings by a qualified technician, security guard, or law enforcement officer. The foregoing provisions of this Subsection does not apply to the installation or use of alarm devices designed and used solely for security or fire warning purposes, provided such devices conform to state laws, local ordinances, the Rules, and construction and construction work related to Improvements built in accordance with this Declaration.

**D. Trades or Businesses.** The conducting of any trade or business, including distributorships, is prohibited, except those trades or businesses that are permitted by and comply

with zoning and other laws or ordinances and which do not: (i) change the overall residential use of the Unit; (ii) require the use of more than twenty percent (20%) of the square footage of the Unit and are conducted entirely within a Unit located on the Lot; (iii) have persons other than an Occupant employed or reporting to work at the Unit; (iv) display or publish the address of the business, except on business cards and letterhead; (v) display signs or other exterior indications of a trade or business except for the name of the business on the mailbox; (vi) have items sold or offered for sale on the premises; (vii) involve in-person calls by customers, employees, or deliverymen except on an infrequent basis; (viii) require the storage of large amounts of bulky goods or inventory or any hazardous or toxic materials; or (ix) require the parking of vehicles on roads and streets. The Subsection does not prohibit management offices, maintenance facilities, and other necessary facilities within Projects and multifamily apartment complexes, or the activities permitted under Section 7.02.

E. **Animals.** The keeping, raising, or breeding of animals, including reptiles or birds of any kind, on any Lot is prohibited except as specifically allowed by this Subsection. Not more than four (4) animals of any kind (other than fish or marine life) and not more than two (2) dogs and two (2) cats may be kept on any Lot. Fish and other marine life may be kept if confined in an aquarium or pond. Birds that are domestic or household pets, such as parrots and parakeets, may be kept, provided they are kept inside the Unit. The keeping of animals for commercial purposes is prohibited. Any dogs trained to attack persons or other animals are prohibited. No unleashed dogs are permitted off the Owner's Lot. Occupants must prevent dogs and other pets from continuously barking, or making other loud noises, or defecating on other Lots. Animals which: (i) are kept in violation of this Subsection; (ii) violate this Subsection; or (iii) found to be vicious by nature or by temperament, shall be removed by their owner from the Community and if not removed by the owner, may be removed and delivered to an animal shelter, pound, or animal control officer, without liability to the MHCS D or to the directors, officers, and agents of the MHCS D.

F. **Signs.** The erection or maintenance of any signs on Lots or Units, whether commercial, political, or otherwise, which are visible from other Lots or streets is prohibited, except for the following, when in accordance with Design Guidelines regulating location.

1. Such signs and notices as may be required by law, legal proceedings or for warning of dogs;
2. During the time of actual construction of any initial structure or other initial Improvement, one (1) job identification sign conforming to the Design Guidelines with identification of not more than a total of three (3) lenders, contractors, subcontractors, material suppliers, developers or any combination thereof. Such signs must be located on or immediately adjacent to the Improvements under construction or at the entrance to the area under construction facing the street that provides access directly to the Improvements, and shall be removed promptly upon the completion of the Improvements;
3. Appropriate safety, directional, and identification signs installed by the MHCS D, Declarant, the Review Entity, or required by law;
4. Entrance signs and monuments;

5. Not more than one (1) "for sale" or "for rent" sign for each Unit. Such signs must be located on the front or side yard of a Lot fronting a street at an elevation not exceeding five (5) feet from the finished Lot. Such signs must be of professional quality;

6. Signs which may designate ballot issues, political nominees or parties, or both. The Rules may set standards for the location, timing, and design of such signs. In no event shall such campaign signs be permitted on vacant Lots without the written approval of the Lot Owner;

7. Reasonable residential identification signs, including addresses or Lot numbers, the name of the Owner or Occupant, and security service signs.

**G. Window Coverings.** The hanging from, affixing to, or maintaining in or on any window, any signs or any aluminum or metal foil or other reflective materials is prohibited. Window coverings visible from adjoining streets shall be white or off-white in color. Window coverings shall be located only on the inside of windows, except for exterior shutters approved by the Review Entity. The other characteristics of curtains, drapes, shades, blinds, or other coverings shall conform to the Design Guidelines.

**H. Tricycles; Play Toys; and Other Equipment.** The maintenance overnight of unattended tricycles, play toys, or other equipment in front yards and areas visible from adjoining Lots or streets is prohibited.

**I. Lighting.** The installation of any exterior lighting whose source is visible from neighboring Lots is prohibited, except for ordinary non-directional bulbs that: (i) do not exceed a total of 150 watts for the bulbs in a single fixture; and (ii) are white or yellow in color. This provision does not prohibit holiday lighting decorations temporarily installed for a holiday season which are promptly removed following the holidays. No holiday lighting may be left installed for periods exceeding forty-five (45) days. Nothing in this Subsection prohibits street lighting in interior streets, driveways and parking areas, provided they comply with the Design Guidelines.

**J. Garage Parking.** No garage shall be used for storage or otherwise utilized so that it cannot be used to store at least two (2) of the occupant's motor vehicles (or one (1) motor vehicle if the Unit has a one (1) vehicle garage). No garage shall be converted to living quarters or otherwise disabled from being used for vehicle parking unless a replacement garage approved by the Review Entity is constructed on the Lot. Occupants shall utilize the garage to park Occupant's motor vehicles overnight to the capacity of the garage. Occupants shall keep the exterior garage door closed except when such garage is in actual use by an Occupant.

**K. Exterior Antennae.** The installation or maintenance of any video or television antenna, including a satellite dish, or any device designed for over-the-air reception of television broadcast signals, multi-channel, multi-point distribution service, or direct broadcast satellite services (collectively referred to as "Antenna"), and any supporting structure for such Antenna which is visible from any street is prohibited, except in conformance with the Design Guidelines, adopted to conform to laws allowing the placement of such Antennas, including, without limitation: (i) California Civil Code Section 1376 as it may be renumbered or amended from time to time; and (ii) the Federal Telecommunications Act of 1996 and all regulations

issued pursuant to it. Such Guideline may require approval by the Review Entity as to the maximum allowable diameter of such Antenna. Such Guideline may also require approval by the Review Entity as to the method for its screening, the consistency of the color of such Antenna with the Improvement it serves, its construction in non-reflective materials, and the finding of the Review Entity that such placement in visible areas is necessary to avoid blocked signal reception by the Antenna.

**L. Parking; Indefinite Parking.** The parking of a vehicle on any portion of a Lot that is not a driveway, garage or carport or as allowed by Section M, above, or by clause (i) of Section M, below, is prohibited. The indefinite parking of any vehicle, including trailers, in any street, on any driveway or on any other exterior parking area on a Lot except as allowed by clause (i) of Section M, below, is prohibited for any purpose except as provided herein for Second Units. "Indefinite Parking" means the continuous parking of any vehicle for a period exceeding seven (7) days.

**M. Nonstandard Vehicles; Mobile Homes.** The placement or maintenance of mobile homes, motor homes, trucks, commercial vehicles, campers, boats, trailers, or similar vehicles is prohibited, except: (i) within enclosed garages or areas screened from adjoining Lots and roadways; (ii) where required temporarily for the construction, repair, refinishing, or maintenance of any part of the Community; (iii) for moving furnishings, equipment, or supplies into or out of the Community; (iv) for the loading of house trailers or motor homes for a period not to exceed 24 hours; (v) light pick up trucks and vans which fit into a standard garage space which do not contain exterior racks and storage of a commercial type and which are used for personal use. Any use of a motor home or trailer for sleeping or cooking is prohibited. The term "screened" means being enclosed up to the height allowed for fences and walls but not lower than six (6) feet in height.

**N. Vehicles.** The parking or placement of any vehicles or other mechanical equipment for the purpose of repairs or reconstruction is prohibited, except within an enclosed garage. Unsightly, inoperable or damaged vehicles are not permitted on Lots or private streets except within a garage.

**O. Oil Trays.** The placement, use, and maintenance of oil trays and other containers on driveways is prohibited. Any oil spots on a driveway shall be immediately removed by the Owner or Occupant whose Unit is served by such driveway.

**P. Garage Sales.** The use of front yards and garages for garage sales or other activities which clutter areas visible from the adjacent street for more than two (2) days within any twelve (12) month period is prohibited. Exterior signs advertising garage or yard sales are prohibited within the Community.

**Q. Sports Apparatus.** The erection or maintenance of basketball standards or fixed sports apparatus is prohibited, except as provided by this Subsection. A single basketball standard is permitted as a free-standing standard not attached to a house and located so a ball in normal play cannot strike a neighboring house or neighboring driveway or go into the street. A basketball standard may be allowed along the outside or inside curve of a curved driveway provided it is adjacent to the wall of the Unit, including the wall of any attached garage, which is closest to the street. No basketball standard will be located on or near a sidewalk or the street

and no backboard may face a street. A basketball standard must have a permanent backboard and be maintained in good condition and repair. Any portable basketball standard must be stored out of sight of the street or neighboring houses except when it is being used for play. No sports equipment or children's play structures such as "jungle gyms," swing sets, slides, wading pools, trampolines or other such equipment shall be permitted in front or side yards where the equipment is visible from the street, or in back yards where the equipment is visible over the top of a sound wall from an adjacent street. This Section does not prohibit permanently-installed basketball standards from being located in backyards, provided the standard complies with the set-back requirements of Section T.

R. **Mail Boxes.** Mail boxes installed as part of the original construction of a House shall be maintained in good condition, and replaced as necessary by the Owner of the Lot or Lots served by the mail box, and shall not be altered in design or color unless approved by the Review Entity.

S. **Clothes Lines.** The erection or maintenance of outside clothes lines are prohibited, except within fenced yards so as not to be visible from streets, or the ground level of adjoining Units.

T. **Backyard Structures.** Except for detached garages and Second Units, no free-standing structure including, but not limited to, tree houses or other similar structures shall be erected or maintained in a backyard, for play or otherwise, which allows a person to stand on a surface more than twenty-four (24) inches above ground level within fifteen (15) feet of any Lot line. This prohibition does not apply to swing sets and other similar play equipment intended for use by children. No free-standing structure over eight (8) feet in height shall be erected or maintained within fifteen (15) feet of any Lot line, and no such structure shall be visible from a street. The Review Entity may grant a waiver of this prohibition for such structures provided they are otherwise consistent with this Declaration.

Section 4.06. **Restrictions Applicable to Multifamily Areas.** All Lots in the Multifamily Residential Area improved with multifamily buildings and related Improvements, whether or not they are Projects, shall be subject to the following obligations, standards, limitations and restrictions set forth in this Section. This Section does not apply to hotels or motels located in areas zoned for such use.

A. **Residential Use.** No rental Unit in a multifamily building shall be occupied, used or improved for other than residential purposes. This Section does not prohibit the rental or lease of Units and the use of multifamily areas for rental offices, laundry rooms, maintenance areas, and similar uses serving the multifamily project.

B. **Rental of Multifamily Units.** No Unit in a multifamily building shall be rented or leased except pursuant to a lease or rental agreement that expressly makes the occupancy subject to the Governing Documents and expressly makes a breach of the Governing Documents a default under the lease or rental agreement. All Occupants of a Lot shall be bound by the requirements and duties set forth in the Governing Documents. No Unit may be subleased or any lease or rental agreement of a Unit assigned in whole or in part, without compliance with this Section.

C. **Vehicles.** Unsightly, inoperable or damaged vehicles are not permitted where they can be seen from adjacent streets and Lots.

Section 4.07. **Permitted Uses in the Commercial and Industrial Areas.** Any operation and use may be carried on in the Commercial and Industrial Areas that is not in violation of any of the prohibitions and restrictions contained in Sections 4.04 and 4.08 and which is authorized by the applicable zoning or a variance properly granted pursuant to the applicable zoning, provided:

1. The operations and uses on any Lot are performed so that the operations and uses do not cause or produce a nuisance to adjacent Lots or parcels.
2. All licenses, permits and other authorization necessary for the operations and uses of the property are obtained and maintained by the Owner or any person who is in possession of the property.

Section 4.08. **Restrictions Applicable to the Commercial and Industrial Areas.** All Lots and parcels located in the Commercial and Industrial Areas are subject to the following obligations, standards, limitations and restrictions as set forth in this Section.

A. **Animals.** The boarding, raising or breeding of animals or birds of any kind is prohibited, except for the operation of a pet shop or veterinarian in connection with such business.

B. **Certain Businesses.** The operation of a pornographic or so-called “adult” book store, movie theater, video store, or store selling, renting or showing such material or other media is prohibited. This prohibition does not restrict the sale of any book in a book store selling a general range of books, nor does this restriction apply to the sale, rental or showing of movies, videos or other media, including movies videos and other media rated “X” by a place of business selling, renting or showing a general line of movies or videos or other media.

C. **Nuisances.** Activities, trades, noises, uses, and Improvements are prohibited which are: illegal; which may be or become a nuisance, or cause unreasonable disturbance, interference, or annoyance to Occupants in the quiet enjoyment of their Lots; or which may impair the structural integrity of any building. No noxious, toxic or corrosive fumes, odors, gases, vapors, acids or other substances shall be emitted from any Lot so as to be detrimental to the health, safety or welfare of persons, or interfere with the comfort of persons within the vicinity or be harmful to property or vegetation, as determined by governmental agencies having jurisdiction.

D. **Storage.** No materials, supplies or equipment shall be stored in any area except inside a closed building or behind a visual barrier screening such areas from the view of adjoining Lots or adjacent streets, except for the actual loading of supplies and equipment at a loading dock or otherwise.

E. **Glass Areas.** The covering or obstruction of windows and glass areas and areas that reflect or admit light that are visible from the outside of buildings is prohibited, except by drapes or other coverings affixing to, or maintained in any window or by external shutters

allowed by the Design Guidelines. Any aluminum or metal foil or other reflective material is prohibited.

**Section 4.09. Maintenance and Architectural Standards for Residential Single Family and Multifamily Areas.**

**A. Building Standards For All Residential Lots.** The following building standards shall apply to any and all Improvements from time to time existing or to be built in any Residential Area, including the Residential Multifamily Area. Note that The Ordinance Code of San Joaquin County, Title 9, Appendix 1 contains design requirements for the Community. The Design Guidelines including any manuals adopted from time to time control the design of all new non-governmental buildings and other Improvements within the Community.

1. **Roofs.** All roofs shall be of tile, wood shingles or wood shakes, copper, cement, or other roofing materials that simulate traditional tile and wood shingles, and that are approved by the Review Entity. No built-up roofs, and no composite, fiberglass, or asphalt shingles or roof material shall be allowed unless such shingles or roofing materials are designated in the Design Guidelines as approved, or approved by the Review Entity. The Design Guidelines may designate the appropriate roofing materials for Projects. All roof vents shall be located in the rear of the Unit to the extent reasonably possible and painted to match the roof color.

2. **Exterior Materials.** Exterior materials may be of wood, masonite or its equivalent, stucco, copper, stone, and brick. Exterior materials constructed of masonite shall be of masonite lapsiding only. No Improvement shall use exterior wall materials of plywood, aluminum, other metal, vinyl, or other plastics, or have a plastic or vinyl finish except in the case of garage doors and except as approved by the Design Guidelines. Door and window frames shall be of wood or vinyl or metal materials, but in no case in bright aluminum or other bare metal color.

3. **Finishes.** No reflective finishes shall be used on exterior surfaces, other than surfaces of hardware fixtures, including, without limitation, the exterior surfaces of any of the following: roofs, all projections above roofs, retaining walls, doors, trim, fences, pipes, equipment, mail boxes and newspaper tubes. Hardware fixtures may be gold, brass or copper, but not uncolored aluminum.

4. **Color.** The color palettes and color combinations allowed within the Community will be set out in the Design Guidelines. Except for doors and roofs, the exterior of all Improvements shall be painted as provided by the Design Guidelines. Wood may be finished in stains. All roof colors shall have natural or earth tones. No Improvements shall be painted in red, purple, pink, or orange or in shades of those colors, except for door and trim when approved by the Review Entity. Garage doors shall be painted to match the color of the dwelling.

5. **Detached Structures and Additions.** Any shed or building detached from the main Improvement must be painted, stained, or finished to blend in color with the main Improvement with which it belongs, and may be of no more than one (1) story in height and such building or shed, other than detached garages or Second Units, shall not be located within fifteen (15) feet of any Lot line if it exceeds eight (8) feet in height to the top of the roof. Additions to

the main structure of an Improvement must match it in color, materials, style, and quality of workmanship. The provisions of this Subsection shall not apply to temporary construction shelters and to Multifamily Residential Improvements.

6. **Fences.** All fences visible from adjoining streets or open areas shall be of wood, brick, stone, stucco, wrought iron, or a combination of such materials. Any wood fence other than a shingle or shake fence shall be grade select, tight knot or better cedar or redwood or better and constructed with galvanized nails or with screws. No cyclone or other wire fence, including barbed wire and chicken wire, shall be allowed where it is visible from the adjacent streets or open areas. Without the approval of the Review Entity, there shall be no fences and no hedge or mass planting within any front yard adjacent to any street, except to screen parking areas within Projects, unless such fence or mass planting is also along the back property line of an adjacent Lot. Fences are required along the back yard and side yards of the back yard of houses except where such areas are adjacent to open areas. The work of installing all fencing along the rear property line, or along any side yard property line, shall be completed not less than four (4) months from the date of completion of the main building on such Lot unless the Owner of the adjoining Lots agree otherwise.

7. **Mechanical.** All air conditioning, swimming pool and spa equipment, and other mechanical equipment located on the exterior of a Unit or other Improvement shall be screened so as not to be visible from the ground level of adjacent Lots and streets. No heating, air conditioning, or other mechanical systems are allowed on the roofs of Units. All utility boxes, including transformers, shall be screened by plants or as otherwise allowed by the Design Guidelines.

8. **Telecommunication Facilities.** Each Unit shall be wired for telecommunication connections, including cable television, telephone, high-speed internet access by cable or telephone lines according to any wiring guidelines adopted by county ordinance, MHCS D regulation, Design Guidelines or by Rule.

9. **Plastic Plumbing Pipe.** All water and sewer lines constructed within the Community to the extent allowed by law will use plastic pipe or an alternative non-metallic pipe approved by the DRC for both interior and in ground exterior construction to prevent the leeching of heavy metals into the waste water and sanitary sewer systems of the Community. All plumbing fixtures used within the Community will be designed to prevent the leeching of heavy metals into the waste water and sanitary sewer systems of the Community.

10. **Setbacks.** All Improvements shall be constructed in accordance with applicable building Setback requirements.

11. **New Construction.** All improvements erected on any Lot shall be of new construction, and no building constructed and used off the Community shall be relocated and placed on any Lot. This Subsection shall not be construed to prohibit used brick or other such materials.

**B. Building Standards for Single Family Dwellings.** Any Lot and Unit in the Single Family Residential Area shall conform to the following standards.

1. **Height.** No Unit shall exceed three (3) stories in height from the finished Lot, but in no case shall a Unit, excluding chimneys, exceed thirty-six (36) feet in height from highest level of the finished Lot.

2. **Address Signs.** All Units shall have residential identification signs showing Lot address numbers which are to be lighted internally so as to be easily visible from the adjoining street at all times.

3. **Garages, Driveways and Walkways.** Each Unit shall have at least a two (2) car garage, but not more than a three (3) car garage unless approved by the Review Entity. Each garage shall be set-back at least five (5) feet from the remainder of the house elevation unless approved by the Review Entity. No carport shall be constructed or maintained on any Lot unless approved by the Review Entity. Each Unit shall have a driveway connecting the garage to an adjacent street, and a walkway, connecting the front door to the driveway or an adjacent street. Driveways and walkways shall be constructed of concrete or other material specified in the Design Guidelines, or otherwise approved by the Review Entity. If a driveway has been approved as two (2) parallel hardscaping strips separated by landscaping, the landscaping shall not be filled in with hardscaping without the approval of the Review Entity.

4. **Roof Pitch.** No Unit shall have a flat roof or have the main portion of the roof with less than a 4 and 12 pitch unless approved by the Review Entity.

5. **Parking Improvements.** Unless first specifically approved by the Review Entity, no facilities for vehicular parking other than a garage and a driveway connecting the garage to the street shall be constructed on any portion of a Lot visible from the street.

6. **Landscaping.** All Lots shall be landscaped and open areas not covered by patios, swimming pools, porches, driveways, and flower beds, trees and other normal and customary Improvements shall be planted in grass, or other ground cover approved by the Review Entity. Lawn cannot exceed sixty-five percent (65%) of the total front yard area. Such work shall be completed, with respect to the front yard area of any Lot, not more than four (4) months from the date of completion of the Unit on such Lot. The work of completing all backyard landscaping Improvements shall be completed within six (6) months from the date of completion of the Unit on such Lot. No yards visible from the street or from public areas shall be covered with rock, gravel or other non-growing ground cover unless specifically approved by the review Entity. All trees planted or maintained adjacent to streets or adjacent to soundwalls shall be of the species provided in the Design Guidelines, if any. Landscaping shall be designed, with respect to both density and height, so as not to materially impair the visibility of the structure from adjacent streets. Fences, hedges, and mass plantings shall not exceed six (6) feet in height without Review Entity approval.

7. **Roof Drains.** All Houses, detached garages and Second Units shall be equipped with rain gutters and down spouts. Roof drains from all buildings shall empty only onto paved areas, concrete swales, a drainage pipe system, or other dissipating device approved by the Review Entity.

8. **Electric Outlets and Natural Gas Lines.** All garages shall contain outlets suitable for charging electrically powered motor vehicles. All Houses shall contain

external electric outlets in the Unit walls facing front and rear yards and on the Unit walls facing side yards placed to allow the use of electrically powered lawn mowers and other electrically powered yard maintenance equipment. Each House and each other Unit having a back yard or patio area shall have a natural gas outlet extended to the back yard to facilitate the use of gas outdoor stoves and grills.

9. **Meters and Utility Panels.** All utility meters and electric, communication or other service panels shall be located at the back or side of a Unit where they are not visible from streets or other public use areas.

10. **Fireplaces.** Each Unit may have no more than one wood-burning fireplace. There is no limit on the number of natural gas or electric fireplaces of a zero clearance design.

11. **Water Heaters.** Each water heater installed in a Unit shall be a low Nox emitting or high efficiency water heater.

C. **Building Standards for Multifamily Areas.** Any Improvement in the Multifamily Areas, whether or not Projects, shall conform to the following standards.

1. **Roof Pitch.** No building shall have a flat roof or a roof with less than a 4 and 12 pitch unless approved by the Review Entity.

2. **Landscaping.** All Multifamily Complexes shall be landscaped and open areas not covered by patios, swimming pools, parking lots and other normal and customary Improvements shall be grass, trees, and other ground cover approved by the Review Entity. All parking areas shall be shielded from roadway view by berms, landscaping and fences. All grass landscaping within Multifamily Complexes shall be installed as sod and irrigated by an automatic underground sprinkler system. All trees planted or maintained within Multifamily Complexes shall be of the species designated in the Design Guidelines, if any.

#### Section 4.10. **Maintenance and Architectural Standards for the Commercial and Industrial Area.**

A. **Building Standards for Commercial and Industrial Areas.** The following building standards shall apply to any and all Improvements from time to time existing or to be built in any Commercial and Industrial Area. Note the Ordinance Code of San Joaquin County, Title 9, Appendix 1, contains design requirements for the Community. The Design Guidelines adopted from time to time control the design of all new non-governmental buildings and other Improvements within the Community.

1. **Signs.** Signs and notice shall not be internally lighted or illuminated, unless permitted under applicable zoning. Signs displaying only the titles of businesses, building identifications and addresses are permitted. Signs promoting or advertising a business or a type of business are prohibited. Signs shall conform to the applicable Design Guidelines.

2. **Exteriors.** Building colors and materials must conform to the Design Guidelines.

3. **Parking Areas.** Each Lot shall provide sufficient parking for its building or buildings on that same Lot or on an adjoining Lot under agreements that provide for the use of the adjoining Lot.

4. **Building Appurtenances.** Fences and walls shall match the design of adjacent buildings. Trash and garbage enclosures shall be to standards of the applicable Design Guidelines. Waste receptacles, benches, tree grates, planters, bicycle racks, and drinking facilities shall be provided in conformity with the applicable Design Guidelines.

5. **Lighting.** Illumination for vehicles and pedestrians will be in conformity with the applicable Design Guidelines.

6. **Building Setbacks and Heights.** Buildings shall be set back from Lot lines and constructed to heights in conformity with applicable governmental requirements.

7. **Minimum Improvements.** Each Owner improving a Lot shall construct on such Owner's Lot at least one (1) building. All areas not within a building shall be improved with all appurtenances necessary to support such building, including parking areas, utility facilities and services, driveways, loading areas, and any portion of the road improvements within the Private Street serving such Lot. No Lot shall be improved solely as a parking area unless it is part of a common plan of development for buildings on adjacent Lots which has been approved by the Review Entity.

8. **Facility Extensions.** Each Owner shall connect as necessary the building, parking areas, landscaping and other amenities on its Lot to all existing electrical, gas, telephone, water, sewer, and storm drainage facilities.

9. **Utility and Fire Hydrant Hookups.** Each owner shall have installed at its own expense all water and electrical meters for the utilities serving that Lot. Each Owner shall hook up the irrigation system serving such Owner's Lot landscaping to a water meter for such Lot, and also hook up all exterior lighting for the building and parking areas on such Lot to the electrical meter for such Lot. Each Owner shall also install any required on site fire hydrants serving such Owner's Lot.

Section 4.11. **Design Guidelines.** The Design Review Committee shall adopt "Design Guidelines." The Design Guidelines shall supplement this Declaration as to building design and materials, landscaping, and other Improvements which are not designed to be owned or maintained by the MHCSO or other governmental entity. The Design Guidelines shall include the residential design manuals prepared for each neighborhood and applicable multifamily design manuals and commercial and industrial design manuals for each area of the Community. The Design Guidelines may among other things prescribe: (i) the standards, including size, materials, construction, and colors for all signs erected by Owners, contractors, subcontractors, material suppliers, builders, real estate developers, and real estate brokers relative to the construction, alteration, sale, and leasing or rental of Improvements. The size of such signs and the materials allowed on such sign shall comply with the minimum standards required by applicable laws and ordinances; (ii) the standards, including size, materials, construction and color for all solar energy units, antennae and fencing; (iii) the species of trees to be planted along streets and adjacent to soundwalls; (iv) the interpretation and implication of this Article and

Article 6 and the designation of plans, specification or other documents or things required as a prerequisite of such proposed work and for the placement of large refuse containers on Lots. At any time after the Design Review Committee terminates its jurisdiction within an area of the Community pursuant to Section 6.15, the MHCS D may adopt and amend the Design Guidelines for such area. The MHCS D may also adopt and amend Design Guidelines for any part of the Community not owned by Declarant and annexed to the Community by the MHCS D pursuant to Section 3.03. Copies of the adopted Design Guidelines for areas subject to the jurisdiction of the DRC shall be available at the office of the DRC as long as the DRC is in existence and shall also be deposited with the MHCS D.

## **ARTICLE 5 POWERS OF THE MHCS D, LIENS AND RULES**

Section 5.01. **MHCS D Exercise of Powers.** The MHCS D may exercise the powers provided by this Article, and any other powers provided by this Declaration, either directly through the Board of Directors of the MHCS D, through an officer of the MHCS D, or through one or more persons designated by the Board of Directors of the MHCS D.

Section 5.02. **Discipline.** The MHCS D may impose monetary penalties and fines and take other actions for the failure of any Owner or Occupant to comply with the governing documents. The MHCS D may also impose a charge against any Lot and against the Owner of any Lot, as provided by Section 5.04. Monetary penalties, fines and other charges that can be made by the MHCS D, together with interest, late charges, bad check charges, costs and attorneys' fees authorized by this Declaration, may be charged against an Owner or Occupant ("Assessments"). Assessments shall be due and payable when levied or in installments as specified by the MHCS D. Assessments are levied when Notice of the imposition of the Assessment is made to the person so assessed. The MHCS D shall provide for reasonable notice and an opportunity to be heard before a decision to impose a monetary penalty is reached, and shall otherwise conform to Section 7341 of the California Corporations Code, as it may hereafter be amended, repealed or renumbered, relating to the termination of membership in a non-profit mutual benefit corporation ("Fair Process Requirements"). No hearing must be held to impose interest, late charges and bad check charges.

Section 5.03. **Remedial Assessment.** The MHCS D may levy an Assessment against any Lot or Unit, the Owner or Occupant of which has, by negligent or tortious acts or omissions, or by acts or omissions in violation of this Declaration, made necessary any expenditure of money by the MHCS D ("Remedial Assessment"). Such assessment shall be in an amount necessary to reimburse the MHCS D for all reasonable costs, including attorneys' fees, regardless of whether legal action is brought, incurred in bringing the Owner or Occupant and the Owner's or Occupant's Lot into compliance with this Declaration, or in obtaining compensation from or other remedies against such Owner or Occupant. The MHCS D shall observe the Fair Process Requirements before imposing a Remedial Assessment.

### **Section 5.04. Delinquency and Enforcement of Lien.**

A. **Delinquency.** Any Assessment or monetary penalty that is not paid within fifteen (15) days after it becomes due, is delinquent. The MHCS D may require any Owner who has not paid an Assessment within fifteen (15) days after its due date, to pay a late charge, in an

amount which the MHCS D may prescribe by Rule or, in the absence of such a Rule, an amount equal to the greater of ten dollars (\$10.00) or ten percent (10%) of such delinquent Assessment, as reimbursement for the costs of handling the delinquent payment. The late charge shall constitute an additional Assessment which is collectible with the Assessment for which it was charged. This provision for late charges is designed to encourage the prompt payment of Assessments when due, and to compensate for the cost and expenses caused by the late payment of Assessments. The existence of this provision, whether or not any such late charge is actually paid in a given case: (i) does not excuse the payment of any Assessment or allow an Owner the privilege of extending the due date of any Assessment; (ii) does not constitute an agreement to forbear from the collection of any delinquent Assessment; (iii) does not prevent such delinquency from being treated as a default of the Owner's obligations under this Declaration; and (iv) does not prevent the collection of the delinquent amount in any lawful manner.

**B. Interest on Overdue Assessments.** If the Assessment, late charges and reasonable costs incurred in the collection of the Assessment or any portion of them is not paid within fifteen (15) days after the due date of the Assessment, the unpaid amount shall bear interest from the due date at a rate of ten percent (10%) per annum or at the option of the MHCS D at a rate to be set by Rule that does not exceed such rate or any higher rate then allowed by law. Such charges shall constitute an additional Assessment collectible together with the assessment for which they were charged.

**C. Charges for Checks Returned from Bank.** If the MHCS D deposits a check tendered by an Owner for the payment of an Assessment, and the bank holding the account upon which the check is drawn returns the check as unpaid, the MHCS D may require such Owner to pay a "bad check charge" in an amount which the MHCS D may prescribe by Rule as compensation for the additional costs incurred in handling the check. Such a "bad check charge" may include any charges imposed on the MHCS D by a bank for handling or processing the return of the check. Such a bad check charge shall constitute an additional Assessment collectible together with the assessment for which it was charged.

**D. Remedies.**

1. **General.** If an Assessment is not paid within fifteen (15) days after its due date, the MHCS D may bring an action to recover a money judgment against each Owner and Occupant personally liable for the Assessment and upon the creation of a lien by the filing of a Notice of Delinquent Assessment, enforce its Assessment lien by judicial or non-judicial foreclosure and sale of the Lot or in any other manner permitted by law. The MHCS D shall provide an itemized statement of the charges owed by the Owner or Occupant, including all charges and information required by applicable law. When an action is brought, there shall be added to the amount of the delinquent Assessment, the late charge and the costs of preparing, filing, and prosecuting the action; any judgment in such action shall include interest, costs, and reasonable attorneys' fees.

2. **Foreclosure of Lien.** The MHCS D may enforce its lien by nonjudicial foreclosure in accordance with the following provisions.

(a) **Legal Requirements.** Enforcement of the lien may occur after the expiration of thirty (30) days following its Recordation of the Notice of Delinquent

Assessment. Foreclosure of the lien and sale of the Lot shall be conducted in accordance with Sections 2924 and 2924b through 2924h of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. If it is deemed desirable or required by law, the MHCS D may designate a trustee and may substitute trustees for the nonjudicial foreclosure of the assessment lien and authorize such trustee to sell the property that is being foreclosed. The MHCS D, through its duly authorized agents, may bid on the Lot at the foreclosure sale, take a deed in lieu of foreclosure, and may acquire and hold, lease, mortgage, and convey the Lot.

(b) **Priority of Liens.** The liens provided by this Declaration shall have a priority over all other liens except for the lien of taxes and governmental assessments, including the assessments for bonded indebtedness that become a lien subsequent to the date this Declaration encumbers the property being lien ed. The liens provided by this Declaration, however, shall be subordinate to the lien of any Mortgage.

(c) **Release of Lien.** The MHCS D shall Record an appropriate satisfaction and release of the lien of any Notice of Delinquent Assessment, when the default giving rise to such notice is timely cured, and all applicable charges, interest, costs, and fees, including a fee not to exceed the greater of \$15.00 or the actual costs incurred by the MHCS D, as determined by the MHCS D from time to time, for the preparation and Recording of such satisfaction and release, have been paid.

(d) **Writ of Execution.** If the MHCS D Records a Notice of Delinquent Assessment and, before release of the lien, obtains a money judgment against the Owner, then any writ of execution issued upon such judgment shall relate back to the Recording of such notice, and shall have the same priority as such lien.

3. **Cumulative Remedies.** The lien and rights to foreclosure and sale under such lien shall be in addition to, and not in substitution for, all other rights and remedies which the MHCS D may have under this Declaration and by law, including a suit to recover a money judgment.

4. **Obligations Not Enforceable by Non-Judicial Foreclosure.** Notwithstanding any other provision of this Declaration, monetary penalties imposed by the MHCS D as a disciplinary measure for failure of an Owner or Occupant to comply with the Governing Documents, pursuant to the provision of Section 5.02, shall not create a lien enforceable by the non-judicial sale of the Owner's Lot, pursuant to Sections 2924, 2924b, and 2924c of the Civil Code. This Subsection shall not apply to charges imposed by the MHCS D against a Lot which are: (i) late charges and interest for Assessments; or (ii) costs reasonably incurred by the MHCS D in collecting Assessments, including bad check charges and attorneys' fees. This Subsection does not limit in any way other remedies the MHCS D may have to collect monetary penalties in such cases including, but not limited to, obtaining and enforcing a money judgment and judicial foreclosure of a lien.

E. **Waiver of Interest and Charges.** The MHCS D may waive interest, late charges, or both, on any delinquent Assessment if: (i) the MHCS D determines in its sole discretion, that the amount of the interest or late charge does not warrant the cost of billing it or collecting it or both; or (ii) as part of the settlement of disputed charges or Assessments.

Section 5.05. **Application of Assessments to Mortgagees.** No Mortgagee shall be liable for the payment of Assessments against a Mortgaged Lot except those for the period after such Mortgagee obtains title to the Lot pursuant to its remedies under the Mortgage. Each Mortgagee who obtains title pursuant to its remedies under the Mortgage, and any purchaser at a foreclosure sale conducted pursuant to the provisions of a Mortgage, shall take title to the Lot free and clear of any claims or liens for unpaid assessments and charges which were for the period prior to such acquisition of title, except as otherwise provided by law. Any such sale shall extinguish such liens, but the purchaser or Mortgagee who so acquires title shall be liable for all assessments accruing after the date of such sale, which Assessments shall constitute a lien upon the purchased Lot in accordance with this Article. If an Institutional Lender that is a seller of a Lot under an executory installment land sale contract is considered a Mortgagee for purposes of this Declaration, Assessment liens shall be subordinate to the interest of such a seller until the earlier of the following events: (i) the contract is fully performed by the purchaser and title to the Lot is conveyed to the purchaser; (ii) a seller obtains title to the Lot free of any legal obligation to convey the Lot to the purchaser under the contract; or (iii) the purchaser under the contract abandons possession of the Lot.

Section 5.06. **Limitation on Enforcement Against Mortgagees.** No violation of this Declaration by, or enforcement of this Declaration against, an Owner, shall impair the lien of any Mortgage against the Owner's Lot, but this Declaration shall be enforceable against any Owner whose title is acquired through foreclosure, trustee's sale, voluntary conveyance, or otherwise.

Section 5.07. **Rules.**

A. **Adoption.** The MHCS D may, from time to time and subject to this Declaration, adopt, amend, and repeal rules and regulations ("Rules"). Such Rules may provide for any of the circumstances listed in this Subsection.

1. **Discipline.** The Rules may provide for monetary penalties or other discipline, for failure to comply with the Governing Documents. Rules may provide for the setting of penalties and fines which may be assessed on a daily basis for any continuing violation or infraction and for maximum penalties per day for each infraction of the Governing Documents. In such event, any infraction occurring within one twenty-four (24) hour period is considered a separate infraction. Any discipline imposed under this Subsection shall comply with the Fair Process Requirements. No forfeiture or abridgment of an Owner's right to the full use and enjoyment of such Owner's Lot is permitted except by judgment of a court of competent jurisdiction, a decision arising out of arbitration, or on account of foreclosure or sale under the provisions of Section 5.04D.

2. **Modification of Use and Architectural Provisions.** The Rules may provide for the modification of prohibitions and restrictions contained in this Declaration, subject to appropriate terms and conditions, upon a finding by the MHCS D that applicable laws or other government regulations, including, without limitation, any regulations relating to energy conservation, communications, or environmental protection, require such a modification. The Rules may also provide for the manner of maintenance, care and replacement of entry features, sound walls, street trees and Park Strips and other property controlled or maintained by the MHCS D.

3. **Personal Information.** The Rules may provide for information to be supplied to the CSD by each Owner with regard to the ownership and transfer of ownership to each Lot, the persons living in each Unit, the vehicles kept in the Community, and other information reasonably necessary or convenient to administer the Community.

4. **Construction of Declaration.** The Rules may provide for the interpretation of the provisions of this Declaration as they would apply to specific factual situations.

5. **Methods of Giving Notice.** The Rules may provide for the alternative methods of giving Notice in addition to those provided in Section 9.03, based on technological and delivery method changes.

B. **Delivery.** The MHCS D shall give Notice to each Owner, and Notice to each Occupant who requested in writing such Notice, of the Rules as they may, from time to time, be adopted, amended, or repealed. The MHCS D shall also post a copy of the Rules, as they may be adopted, amended, or repealed from time to time, at one (1) or more reasonable locations as the MHCS D determines, in its own discretion, will provide exposure to Owners and Occupants. Upon such Notice and posting, the Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. Any Rule relating to the health or safety of Occupants or other persons coming upon the Community shall take effect upon adoption if the Rule so states.

Section 5.08. **Community Services District; Additional Powers and Duties.** The MHCS D shall have the power but not the duty to do the following.

A. **Inspection of Rules by Owners.** To maintain, for inspection by any Owner, a copy of the Rules, as they may be adopted, amended, or repealed, certified by any officer of the MHCS D.

B. **Take Action on Plans.** To approve, conditionally approve, deny, or take any other appropriate action upon such proposals or plans as are submitted to it from time to time, in accordance with this Declaration.

C. **Enforcement of Declaration.** To enforce the provisions of this Declaration and the Rules and, to enforce this Declaration, the MHCS D may use any of the powers provided this Declaration and by any law. The MHCS D may ask a court of competent jurisdiction to grant relief and enforce the Declaration without the MHCS D holding a hearing.

D. **Other Acts.** To perform other acts where the power is given to the MHCS D to perform such acts by the provisions of this Declaration.

E. **Removal of Improvements.** The MHCS D may remove or cause to be removed or brought into conformity with this Declaration, any Improvement constructed, reconstructed, refinished, modified, or maintained in violation of this Article, or require the Owner to do so. In either case, such Owner shall reimburse the MHCS D for all expenses incurred in connection therewith, including reasonable attorneys' fees and costs, whether or not

legal action has been commenced. The MHCS D shall observe the Fair Process Requirements before taking any such action to remove or alter Improvements.

F. **Telecommunications and Data Transfer Services.** Provide for the construction, installation and maintenance of telecommunications, data transfer, internet and cable television service facilities for the Community and contract with service providers for telecommunications, data transfer, internet and cable television services to be provided to the Community. Each Owner shall be liable for such Owner's assessment for such facilities or services or both as assessed to such Owner by the MHCS D.

## ARTICLE 6 ARCHITECTURAL CONTROLS AND DESIGN REVIEW COMMITTEE

### Section 6.01. **Architectural Control.**

A. **Requirement to Obtain Approval.** An Owner **must obtain approval** from the Review Entity for the construction, reconstruction, or alteration of any Improvement located in the Community, including the installation of solar energy systems and the addition or placement of accessory buildings, or to alter the topography or natural or existing surface drainage of the Community, or to install, plant, alter, or maintain any landscaping exposed to streets or open areas, or to install any utility line (wire or conduit) on or over any Lot **prior to the commencement of such work**. The requirement applies to the construction, reconstruction, or alteration of any Improvements located within any Community Use Area. If such work does not constitute a material change in the design or color of original construction or Improvements already approved in accordance with this Declaration, it shall be sufficient for an Owner to notify the Review Entity in writing before commencing the work, and prior approval shall not be required unless the Review Entity determines that such work constitutes a material change. An Owner must also obtain approval from the Review Entity of the content of any Subordinate Restrictions that the Owner intends to record. Approval is not required for any work done or for any Subordinate Restrictions to be recorded by or for Declarant or by or for the MHCS D.

### B. **Review Entity.**

1. **Original Design Review Committee Control.** The Design Review Committee shall have the power to review and approve or disapprove all original construction of Improvements or other work requiring approval pursuant to Subsection A of this Section, except as otherwise provided by this Subsection B.

2. **Development Declarations.** If in any area of the Community where a Development Declaration has been recorded, the review and approval or disapproval of Improvements or other work performed by a Builder requiring approval pursuant to Subsection A of this Section shall be done as provided by any Development Declaration if the Development Declaration provides a different method for such review.

3. **MHCS D Control.** The MHCS D shall have the power to review and approve or disapprove all work requiring approval pursuant to Subsection A of this Section in any of the following circumstances: (i) when (a) the Improvements consist of single-family residential homes, including Second Units, or a residential Project and (b) the work consists of

the construction, reconstruction or alteration of Improvements following the completion of the original Improvements on the Lot; (ii) in all cases where the Design Review Committee's jurisdiction over an area of the Community has been terminated as provided in Section 6.15; and (iii) when the Design Review Committee has been dissolved or when the power to appoint the members of the Design Review Committee has been assigned to the MHCS D.

Section 6.02. **MHCS D Procedures for Architectural Control.** In exercising its powers to review and approve or disapprove Improvements when the MHCS D has such powers as provided by Section 6.01B.3, the MHCS D shall have the same authority and power as does the Design Review Committee pursuant to this Article 6, but applied to those matters over which the MHCS D has such powers under 6.01B.3. If Design Guidelines, or both, have been adopted for any area, the MHCS D shall use the Design Guidelines as applicable in exercising its power to review and approve or disapprove Improvements.

Section 6.03. **Design Review Committee: Organization; Power of Appointment; and Removal of Members.** There shall be a Mountain House Design Review Committee ("DRC") whose composition and operations are subject to this Section. The MHCS D has no powers or duties related to the DRC or the functions of the DRC.

**A. Composition.**

1. **Number of Members.** The Design Review Committee shall consist of three (3) members. The number of the members of the Design Review Committee may be expanded by the person or entity who has the power to appoint the member. Declarant shall appoint the initial members of the Design Review Committee and their successors, who need not be Owners.

2. **Address.** The address of the Design Review Committee is:

c/o Trimark Communities  
3120 Tracy Boulevard, Suite A  
Tracy, California 95376

The address of the DRC may be changed by procedure set out in Section 6.10.

B. **Terms of Members.** Each member of the DRC shall hold office until: (i) such member resigns upon giving a written notice delivered to the person or entity who has the power to appoint the members of the DRC; or (ii) such member is removed by the person or entity having the power to appoint the member.

C. **Resignation.** Any member of the DRC may at any time resign from the Committee upon a written notice delivered to the other member or members of the DRC.

D. **Organization as Corporation.** Declarant may organize the DRC as a non-profit mutual benefit corporation and have the members of the DRC serve as directors and officers of the corporation. In addition, non-members can be appointed as officers of the corporation to act for the DRC.

E. **Dissolution.** Declarant can dissolve the DRC at any time or may assign to the MHCS D the right to appoint the members of the DRC.

Section 6.04. **Design Review Approval.** The procedure and criteria for DRC approval of work being done by Owners are as follows unless a different procedure is provided by the Development Declaration for the area, in which case the procedure provided by the Development Declaration will be used for the Improvements regulated by the Development Declarations. No work can be commenced within any Community Use Area until the DRC has approved the work as provided in Section 6.01A.

**A. Procedure.**

1. **Application.** Any Owner proposing to do any work for which approval of the DRC is required under Section 6.01 to apply to the DRC by submitting, in duplicate, such plans and specifications for the proposed work as the DRC may from time to time request including, but not limited to the following, when deemed appropriate by the DRC: (i) floor plans; (ii) colors of exterior materials and colors, with samples if required by the DRC; (iii) specifications; (iv) building plan or plans; (v) wall sections; (vi) exterior elevations; (vii) roof plan; (viii) landscaping plans; (ix) graphics and exterior furnishings; (x) the Owner's proposed construction schedule; and (xi) reports by a soils engineer, civil engineer, structural engineer, or any combination thereof. A Builder building production houses shall obtain approval from the DRC for standard house models and elevations and shall obtain approval for the exterior materials and colors and basic landscaping and hardscaping of such houses. Thereafter, the Builder need only obtain approval for the model and elevation to be placed on each Lot as long as there has been no material changes to the model, elevations, materials, colors, and other items previously approved.

2. **Churches and Private Schools.** Unless land has been designated for the construction and maintenance of churches or other religious meeting and worship facilities, the DRC shall have the sole and absolute discretion as to whether such a facility may be constructed on any Lot or parcel. Unless land has been designated for the construction and maintenance of schools (other than public schools) or other educational institution, the DRC shall have the sole and absolute discretion as to whether such a facility may be constructed on any Lot or parcel.

3. **Review Fee.** The DRC may require that the submission of plans and specifications be accompanied by a fee to defray the actual cost of the review of plans and specifications, the amount of which shall be set by the DRC as part of the Design Guidelines from time to time, but shall not exceed one-tenth of one percent (1/10 of 1%) of the estimated cost of the work.

4. **Form of Approval.** The approval shall be in writing, and may be conditioned upon the submission by the Owner of such additional plans and specifications as the DRC in its absolute discretion deems appropriate.

5. **Inaction.** Applications made in accordance with this Section that are not acted upon within sixty (60) days from the date of submission thereof shall be deemed approved.

6. **Return of Plans.** If the application is approved, the DRC shall return to the Owner one (1) set of plans and specifications as finally approved and bearing the

endorsement of the DRC. If the Owner originally furnished only one (1) set of plans and specifications to the DRC and the DRC waived the requirement of such plans and specifications in duplicate, the DRC may retain such plans and deliver to the Owner written Notice of the approval of such plans.

7. **Two-Stage Plan Review.** An applicant for either preliminary or final approval of construction plans under this provision shall not submit any application for a construction permit from the governmental agency having jurisdiction until the DRC has provided approval of its final plans. If the DRC so requests, applicants shall submit plans for preliminary approval only, which approval shall be given to the applicant provided all items required by this Subsection A have been submitted. Upon receipt of preliminary approval and prior to beginning construction, the applicant shall submit, if requested by the DRC, at least two (2) sets of plans, including, but not limited to, the following: (i) final plans and specifications, including dimensioned floor plans, dimensioned elevations of buildings, roof plans with overhang and information; (ii) final plot plan with all setbacks and drainage information; (iii) final landscape architectural plans at a minimum scale of 1" = 20'- 0", including layout, planting and irrigation plans and construction details; (iv) mechanical, civil, electrical, and structural engineering plans which correspond to the architectural plans; (v) exterior materials and color palette; and (vi) copies of all governmental approvals. Upon receipt of these materials, the DRC shall consider them and give written approval, conditional approval, or disapproval as provided in this Subsection. The DRC may waive the requirements of this two-stage approval procedure for any individual or class of application, and require final approval only.

B. **Criteria.** The DRC shall approve the work only in accordance with the criteria set forth in this Subsection. DRC APPROVAL DOES NOT ALLOW THE APPLICANT TO VIOLATE ANY PROVISION OF THIS DECLARATION NOR DOES IT IN ANY WAY EXEMPT THE APPLICANT FROM COMPLYING WITH BUILDING AND FIRE CODES, BUILDING PERMIT REQUIREMENTS AND OTHER GOVERNMENTAL REQUIREMENTS.

1. **General.** The DRC shall not consent to any Improvements described in this Article unless the Owner has submitted the materials required by the DRC.

2. **Findings Required.** The DRC shall not do or consent to any Improvements unless the DRC finds that: (i) the proposed work conforms to this Declaration and the Design Guidelines, and that the applicant has obtained or shall obtain the necessary approvals and permits from the MHCSO, the County, or other governmental entities, including a building permit if necessary; (ii) that general architectural considerations, including the character, scale, and quality of the design, its architectural relationship with the design of Improvements in the area of the Community, and the building materials, colors, screening, exterior lighting and similar elements are incorporated into the design in order to ensure the compatibility of the proposed Improvement with the character of adjacent dwellings and Improvements for the area of the Community in which it is located; (iii) general site considerations, including site layout, open space and topography, orientation and location, vehicular access, circulation and parking, setbacks, height, walls, fences and similar elements have been designed to provide a desirable environment; and (iv) general landscape consideration, including the location, type, size, color, texture, and coverage of plant materials

provision for irrigation, maintenance, and protection of landscaped areas and similar elements have been incorporated to ensure visual relief, to complement homes and structures, and to provide an attractive environment for the use of residents and for the enhancement of property values in the Community. IF THE PLANS ARE DISAPPROVED, THE DRC SHALL MAKE WRITTEN FINDINGS AS TO THE REASONS FOR THE DISAPPROVAL.

Section 6.05. **Governmental Permits.** Upon receipt of the approval from the DRC, Owner shall obtain such other approvals, including a building permit for the work, that are required by the MHCSO, the County, and any other governmental entity. Owner shall not alter the plans that have been approved by the Committee to obtain such approvals without the written approval of the DRC. Upon obtaining the necessary permits, the Owner shall provide to the DRC a copy of each of the governmental permits prior to commencing the work.

Section 6.06. **Completion and Inspection.**

A. **Completion of Improvements; Extension.** Upon receipt of the approval from the DRC the Owner shall, as soon as practicable, satisfy any conditions of such approval, obtain all required governmental approvals and permits, and diligently proceed with the commencement and completion of all work on a Lot within one (1) year of the date of the start of construction on such Lot. The DRC may extend the one (1) year period if: (i) the Owner makes a written application to the DRC setting forth the reason for the requested extension; and (ii) the DRC finds that the Owner has pursued the work diligently and in good faith. If the DRC approves the extension, the DRC shall, in writing, notify the Owner of the length of the extension. If the Owner fails to complete the work within one (1) year and any applicable extension period, the approval shall be deemed revoked and the work may be treated as having been constructed in violation of this Article. Nothing in this Subsection imposes a requirement upon the DRC to extend the one (1) year period.

B. **Inspection of Improvements.** The DRC has the right to inspect the work at any reasonable time during the construction of the work. Upon completion of the work, the Owner shall give a notice of the completion of the Improvement, in writing, to the DRC. The DRC, directly or through its authorized representative, may inspect the work for compliance with the approved plans. The DRC shall notify the Owner of any noncompliance, in writing, and require the remedy thereof, within sixty (60) days from receipt of Owner's Notice of completion. If the DRC fails to give a noncompliance Notice, the Improvement shall be deemed to have been completed in accordance with this Article. If notice of noncompliance is given within such sixty (60) days period, and the Owner fails to remedy such noncompliance within sixty (60) days after receipt of such Notice, the Committee may act in accordance with the provisions of the Section entitled "Noncompliance."

Section 6.07. **Noncompliance.** If Improvements are installed that are not in compliance with this Declaration, the DRC may either remove the Improvement or remedy the noncompliance or require the Owner to do so. In any such case, such Owner shall reimburse the DRC for all expenses incurred in connection therewith, including reasonable attorney fees and costs whether or not an action is instituted. No Improvement shall be removed from, or a noncompliance remedied on, a Lot without either the consent of the Owner of the Lot or an order obtained from a court of competent jurisdiction. The DRC is authorized to enforce the

provisions of this Article by use of judicial action, including actions for injunctive relief. If the DRC obtains an injunction or other equitable relief to enforce the provisions of this Article, no bond shall be required of the DRC.

**Section 6.08. Period for Action to be Filed.** Any work completed without compliance with this Article shall be deemed to have been done in compliance with this Article if, within two (2) years after completion of such work no legal action is commenced to enforce the provisions of this Article against such work.

**Section 6.09. Nonwaiver.** The approval by the Committee of any plans, drawings, or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Committee shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification, or matter whenever subsequently or additionally submitted for approval.

**Section 6.10. Certificate of Identity.** Any two (2) members of the DRC may execute, acknowledge, and Record a certificate stating the names of all members of the then current DRC and the current address of the DRC and any representative of the DRC (“Certificate of Identity”). The most recently Recorded Certificate shall be conclusive evidence of the identity of the persons then comprising the DRC in favor of any person relying on the Certificate of Identity in good faith.

**Section 6.11. Estoppel Certificate.** Within thirty (30) days after written demand therefor is delivered to the DRC by an Owner, together with a reasonable fee fixed by the DRC, the DRC shall provide the Owner with an estoppel certificate executed by any one of its members, and acknowledged, certifying that as of the date thereof, either: (i) all work done upon or within the Lot by the Owner, or otherwise, complies with this Declaration; or (ii) such work does not so comply, in which event the certificate shall also identify the cause of causes for such noncompliance. Any purchaser, Mortgagee, or other encumbrance of the Lot may rely on the certificate with respect to the matters therein set forth, which shall be conclusive as between Declarant, all Owners, and such purchaser, Mortgagee, or other encumbrances.

**Section 6.12. Limitation of Design Review Committee Liability.** THE REVIEW OF IMPROVEMENTS PROVIDED BY THIS ARTICLE IS ONLY TO CONTROL THE AESTHETICS OF THE COMMUNITY AND FOR NO OTHER PURPOSE. NEITHER THE DESIGN REVIEW COMMITTEE, THE DECLARANT, NOR ANY MEMBER OF THE DESIGN REVIEW COMMITTEE SHALL BE LIABLE TO ANY OWNER OR ANY OTHER PERSON FOR ANY DAMAGE, LOSS OR PREJUDICE SUFFERED OR CLAIMED ON ACCOUNT OF: (I) THE APPROVAL OF ANY PLANS, DRAWINGS, OR SPECIFICATIONS, WHETHER OR NOT DEFECTIVE; (II) THE CONSTRUCTION OR PERFORMANCE OF ANY WORK, WHETHER OR NOT PURSUANT TO APPROVED PLANS, DRAWINGS, AND SPECIFICATIONS; (III) THE DEVELOPMENT, OR MANNER OF DEVELOPMENT, OF ANY PROPERTY WITHIN THE COMMUNITY; OR (IV) THE FAILURE OF ANY PERSON CONSTRUCTING IMPROVEMENTS TO OBTAIN CORRECT PROPERTY ZONING, OBTAIN A BUILDING PERMIT, OR TO CONFORM TO BUILDING, SAFETY, OR HEALTH LAWS ORDINANCES OR REGULATIONS. IN ANY CASE, THE DESIGN REVIEW COMMITTEE OR ANY MEMBER OF THE DESIGN REVIEW

COMMITTEE, MAY CONSULT WITH OR HEAR ANY OWNER WITH RESPECT TO ANY PLANS, DRAWINGS, OR SPECIFICATIONS, OR ANY OTHER PROPOSAL SUBMITTED TO THE DESIGN REVIEW COMMITTEE.

Section 6.13. **Owner's Liability.** Any Owner who physically alters any portion of the Community from the condition originally conveyed by Declarant or a Builder, shall be responsible and liable for any damage to other Lots resulting from such alteration, and shall be responsible and liable for any violation of any law or governmental regulation resulting from such alteration.

Section 6.14. **Design Review Committee Approval - Builders.** The procedures and criteria for DRC approval for work to be done by Builders may be set out in the Development Declaration for the applicable area of the Community and the provisions of the Development Declaration shall supercede the provisions of this Declaration to the extent such Development Declaration is inconsistent with this Declaration. The fees for DRC review and approval of work to be done by Builders will be set by the Design Guidelines.

Section 6.15. **Termination of Design Review Committee Jurisdiction.** Declarant may at any time by the recording of a Supplementary Declaration terminate the Committee's power to review and approve or disapprove Improvements within an area of the Community. The dissolution of the Committee shall act as a termination of the Committee's power to review and approve or disapprove Improvements within the entire Community. In any area where the power of the Committee has been terminated, the MHCS D shall have the power to review and approve or disapproved all Improvements and work which, except for the termination, would have been reviewed by the Design Review Committee.

## ARTICLE 7

### APPLICATION OF DECLARATION TO DECLARANT AND BUILDERS

Section 7.01. **Development of the Community.** Declarant is developing the Community as a Master Planned Community with areas containing single family houses, multifamily residential projects, commercial and office improvements designed to serve the needs of the Community and Industrial and Commercial Areas as well as schools and other services to serve the Community and adjacent areas. THE USES AND THE LOCATION OF THE AREAS DESIGNED FOR THESE USES MAY CHANGE FROM TIME TO TIME BASED ON DECISIONS OF THE GOVERNMENTAL AGENCIES HAVING CONTROL OVER THE PLANNING FOR THE COMMUNITY AND BASED ON CHANGES IN THE DEMAND FOR HOUSING AND COMMERCIAL AND INDUSTRIAL PROPERTY. ALL PURCHASERS AND OWNERS WITHIN THE COMMUNITY ARE HEREBY PUT ON NOTICE OF THE PLANS FOR THE COMMUNITY AND THAT THESE PLANS CAN CHANGE FROM TIME TO TIME.

Section 7.02. **Limited Application; Application to Builders.** Declarant may undertake the work of constructing Improvements in the Community. The completion of that work is essential for development of the Community. Accordingly, Declarant, acting through its agents, employees, and contractors shall have the rights and privileges established by this Section. A Builder shall have such rights and privileges of Declarant under this Section 7.02 as are granted to such Builder under a Development Declaration.

A. **Necessary Work.** Declarant may do within the Community, or on any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work, including construction, land preparation and leveling and the installation of public and private Improvements.

B. **Structures.** Declarant may erect and maintain, on any part or parts of the Community, such structures as may be reasonably necessary for the completion of the work, and establishment and disposal of the Community in parcels by sale, lease, or otherwise, including, but not limited to: sales offices and model units, general business offices for its staff, employees, and contractors; and storage and parking facilities for materials and equipment. The use of single family houses for such purposes is expressly permitted by this Subsection.

C. **Completing Work.** Declarant may conduct within the Community its business of completing the work, and establishing and disposing of the Community. For this purpose, Declarant is granted easements for access by Declarant, contractors, subcontractors, laborers, suppliers, and materialmen for the purpose of completing construction or sales.

D. **Signs.** Declarant may maintain such signs on the Community as may be necessary or convenient for the sale, lease, or disposition of the Community.

E. **Rental Facilities.** If parts of the Community are held by the Declarant for lease or rental, Declarant may maintain on the Community rental offices, service facilities, model units, offices, and parking for its staff and necessary and convenient signs.

Section 7.03. **Use of Community Name.** Declarant may use the name of the Community in connection with other developments, whether adjacent to the Community or not, provided such names have a distinctive number or other designation so that they are not identical with the name of the Community. No other person without the written consent of Declarant has the right to use the name of the Community either alone or in conjunction with others as the name of any building, apartment, business, or offices. Declarant may modify or supersede the provisions of this Section 7.03 in a Development Declaration expressly superseding or modifying this section.

Section 7.04. **No Amendment or Repeal.** The provisions of this Article may not be amended or repealed without the consent of Declarant.

Section 7.05. **No Design Review Committee Approval.** Improvements by Declarant do not need Design Review Committee or MHCS D approval pursuant to this Declaration but improvements by Builders or other persons require DRC approval.

Section 7.06. **Duration of Article.** This Article shall be effective only until the later of five (5) years following the last annexation of a Subsequent Phase by Declarant and upon the sale of the last Lot within the final Phase of the Community.

Section 7.07. **Assignment of Rights.** Declarant may assign the use of all or some of its rights under this Article on a non-exclusive basis by a Supplemental Declaration or Recorded assignment to a Builder as provided by Section 9.12.

**ARTICLE 8  
AMENDMENT AND DURATION**

**Section 8.01. Amendments.**

**A. Amendment or Termination.** Unless specifically provided to the contrary elsewhere in this Declaration, this Declaration may be terminated, or any provision thereof as is in effect from time to time with respect to all or any part of the Community may be amended or terminated upon: (i) the approval by vote or written consent of fifty-one percent (51%) of the voting power of the Owners; (ii) the written consent of the Declarant as long as the Declarant is the Owner of at least one (1) Lot which has not been previously conveyed; and (iii) the recordation of a certificate ("Certificate of Amendment") executed as provided in Subsection B of this Section, setting forth in full the amendment or amendments to this Declaration so approved, including any portion or portions thereof terminated, and certifying that the amendment or amendments have been approved by the required vote or consent of the Owners. The votes or written consents needed to approve any amendment or termination are governed by Subsection D of this Section and the Section entitled "Voting Districts." A termination of this Declaration shall become effective in the manner provided for amendments. This Declaration shall terminate on the expiration date provided in the certificate of termination. For the purposes of this Declaration, Declarant shall be considered to be an "Owner" when a Lot is owned by a partnership of which Declarant is a general partner, a limited liability company of which Declarant is a manager, or a corporation of which Declarant owns ten percent (10%) or more of the beneficial interest. No amendment can be made that would place additional use or architectural restrictions on the Commercial and Industrial Areas or any portion thereof, or change the provisions of this sentence, without the approval of fifty-one percent (51%) of the voting power of the area or areas so affected.

**B. Owner Acknowledgments.** If Declarant owns at least one (1) Lot in the Community, Declarant and a majority of the members of the Design Review Committee shall execute and acknowledge the Certificate of Amendment. If Declarant owns no Lots, an officer of the MHCS D shall execute and acknowledge the Certificate of Amendment. At any time during which Declarant is the only Owner of property within the Community, Declarant alone may amend or modify this Declaration by a Certificate of Amendment.

**C. Duration of Consent.** The consent of an Owner to an amendment, once made, continues to be valid during the period consents are gathered even if such Owner's Lot is subsequently sold or transferred or if the consenting Owner dies or becomes incompetent or otherwise loses the ability to consent.

**D. Voting Power Defined.** As used in this Declaration, the "voting power of the Owners" shall be determined by the allocation of not more than one (1) vote per Residential Lot and Project Unit. A Lot having a Second Unit has only one (1) vote. In the case of Commercial or Industrial property, including apartment projects, the voting power shall be one (1) vote per unimproved lot or parcel, or one (1) vote for every two thousand (2,000) square feet of interior space on lots or parcels which have been improved with buildings, including the floor space on each floor of a multi-story building (but excluding parking areas and basements). If the Ownership of a Lot stands in the name of two (2) or more persons, whether as fiduciaries,

trustees or co-trustees of a trust, joint tenants, tenants-in-common, or as community property, their vote shall have the following effect: (i) if only one (1) such Owner votes, such act binds all the parties in Ownership of the Lot; (ii) if more than one (1) such Owner votes, the act of a majority so voting binds all parties in Ownership, if such a majority votes; or (iii) if more than one (1) such Owner votes and there is no majority, then the votes will be treated as abstaining. "Majority," as used in this Subsection, means a majority of the Ownership interest in a single Lot or parcel.

Section 8.02. **Voting Districts.** The Community shall be divided into "Voting Districts." The conduct of the voting of the Owners in Voting Districts is subject to this Section.

A. **Definitions.** Unless the context otherwise requires, the following terms used in this Section shall have the meaning set forth in this Subsection.

1. **Cast Votes.** "Cast Votes" means those votes attributable to the Owners actually voting, whether in person or by written ballot, for any Voting Proposal.

2. **Imputed Votes.** "Imputed Votes" means those votes attributable to Owners within a Voting District who have not voted on a Voting Proposal, to be cast "for" or "against" such matter in the same proportions as the Cast Votes were cast. No Imputed Vote shall be cast for an Owner who has voted but abstained on any Voting Proposal.

3. **Voting District.** "Voting District" means any area in which the collective Voting Power of all the Owners within that area is determined by both Cast Votes and Imputed Votes on any Voting Proposal. Such area within the Residential Area may be one (1) or more Villages.

4. **Voting Proposal.** "Voting Proposal" means any vote on an amendment to this Declaration as required pursuant to the Section entitled "Amendments."

B. **Establishment.** Declarant may establish and modify Voting Districts by this Declaration and by any Declaration of Annexation, and the MHCS D may establish and modify Voting Districts in any Phase annexed by the MHCS D. The land described in Exhibit "A" is a part of Voting District No. 1.

C. **Tabulation of Votes in Voting Districts.** Declarant shall appoint a designee ("Designee") to tabulate and count all Cast Votes on a Voting Proposal in each Voting District, except as otherwise provided. In Voting Districts in Phases annexed by the MHCS D, the MHCS D has the power to appoint the Designee for such District. The MHCS D has the power to appoint the Designee for Voting Districts where Declarant or its assignee have given up or lost the power to appoint the Designee. The Designee shall also tabulate all Imputed Votes in the same proportions as the Cast Votes and advise Declarant of the total votes tabulated for each Voting District. If the total Cast Votes and Imputed Votes in all Voting Districts in the aggregate are in favor of a Voting Proposal, the Designee shall provide that information to Declarant for inclusion in the Certificate of Amendment. In no case is a Voting Proposal approved unless at least fifty-one percent (51%) of the Cast Votes and Imputed Votes in the aggregate are in favor of such Voting Proposal.

**D. Assignment of Designee Appointment.** Declarant may assign the powers to appoint the Designees to any person, entity, successor or assign in the manner provided in the Section entitled "Assignment by Declarant" or to the MHCS D. Declarant has the right to appoint the Designee on all Voting Proposals for as long as it is the Owner of at least one (1) Lot in the Community or until Declarant Records a Supplemental Declaration giving up such appointment rights.

Section 8.03. **Duration.** All the provisions of this Declaration, including any duly adopted amendments, shall continue in full force and effect unless the decision to terminate this Declaration has been approved by the Owners and the procedural requirements of Subsection A have been met.

## ARTICLE 9 MISCELLANEOUS PROVISIONS

### Section 9.01. **Enforcement.**

**A. Against Owners.** Except to the extent otherwise expressly provided by this Section and Section 5.01A, any Owner or Owners, the Declarant, the Design Review Committee, or the MHCS D shall have the power independently to enforce any and all of the provisions now or hereafter imposed by this Declaration upon other Owners, or upon any Lot within the Community. Except to the extent otherwise expressly provided by this Section each Project Association shall also have the power to enforce any and all of the provisions of this Declaration against the Owners, Occupants, and Property that are also Owners, Occupants, and Property under the governing documents of the Project. Only the MHCS D, the Declarant, and the Design Review Committee may enforce the provisions of this Declaration against Commercial and Industrial property and the Owner or Owners of property within the Commercial and Industrial Area and only the Declarant or the MHCS D may enforce the provisions of this Declaration related to the Design Review Committee or the Design Guidelines.

**B. Nuisances.** Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be and to constitute a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by an Owner or Owners, as provided for in this Section.

**C. Cumulative Remedies.** Each remedy provided for in this Declaration is cumulative and not exclusive.

Section 9.02. **Subordinate Restrictions.** Subordinate Restrictions are expressly allowed by this Declaration for any purpose, including the formation of common interest developments within the Community as defined by California Civil Code Section 1351(c). Any Subordinate Restrictions shall be subject to this Declaration, which shall control in the case of any conflict. A Subordinate Restrictions may contain provisions more stringent than, or in addition to, the provisions of this Declaration. Builder Restrictions are Subordinate Restrictions.

Section 9.03. **Notices.** Any notice or other document permitted or required by this Declaration to be delivered, may be delivered either personally, by mail, or by a recognized national courier service or by facsimile or electronic mail (provided the recipient has agreed in

writing to receive Notice by such methods and the delivery method provides for a confirmation of delivery). If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, first-class postage prepaid. If delivery is by courier, it shall be deemed delivered twenty-four (24) hours after a copy of same has been delivered to the courier service, prepaid for overnight delivery. If delivery is by facsimile or electric mail it shall be deemed delivered when sent. Notice given by mail or by courier shall be addressed as follows: If to an Owner other than Declarant, then to any Lot within the Community owned by the Owner or at such other address given by the Owner to the MHCS D in writing; if to the Declarant or the Design Review Committee, to the address given by Declarant or the Design Review Committee in writing. Any person's or entity's address may be changed from time to time by such person or entity by Notice in writing, delivered to the MHCS D.

Section 9.04. **Nonwaiver.** The failure to enforce the provisions of any limitation, restriction, covenant, condition, obligation, lien, or charge of this Declaration shall not constitute a waiver of any right to enforce any such provision or any other provision of this Declaration.

Section 9.05. **No Forfeiture.** No breach of any of the provisions of this Declaration shall cause any forfeiture of title or reversion or bestow any rights of re-entry whatsoever.

Section 9.06. **Attorneys' Fees.** Reasonable attorney's fees and costs may be awarded to the prevailing party in any action brought to enforce the provisions of this Declaration.

Section 9.07. **Construction.** All of the limitations, restrictions, covenants, and conditions of this Declaration shall be liberally construed, together, to promote and effectuate the beneficial operation of the Community.

Section 9.08. **Compliance with Law.** No provision of this Declaration shall be construed to excuse any person from observing any law or regulation of any governmental body having jurisdiction over such person or the Community.

Section 9.09. **Severability.** Notwithstanding other provisions in this Section, the limitations, restrictions, covenants, and conditions of this Declaration, shall be deemed independent and severable, and the invalidity or partial invalidity of any provision, or portion thereof, of any such limitations, restrictions, covenants, or conditions shall not affect the validity or enforceability of any other provision.

Section 9.10. **Number and Gender.** The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter, as the context requires.

Section 9.11. **Titles.** The table of contents and all titles used in this Declaration, including those of Articles and Sections, are intended solely for convenience of reference and the same shall not, nor shall any of them affect that which is set forth in such articles, sections, nor any of the terms or provisions of this Declaration. Any numbered or lettered subdivision of a Section is referred to as a "Section \_\_\_" and any indented portion of this Declaration which is unnumbered and unlettered shall be referred to as "Paragraph."

**Section 9.12. Assignment by Declarant.** Declarant may assign its powers and responsibilities in whole or in part in connection with its sale or transfer of all or part of the Community and may make a collateral assignment of its powers and responsibilities to an Institutional Lender in connection with any loan or loans made to such a lender and secured by all or any part of the property within the Community . Any assignment and any acceptance of part or all of Declarant's powers and responsibilities for all or a portion of the Community shall be Recorded. Each assignee under any such assignment, except under a collateral assignment, shall agree to accept the duties and obligations of Declarant under this Declaration, and may exercise the rights of Declarant provided by this Declaration for the area assigned, but no general power, such as the power to annex property to the Community or to appoint members of the Design Review Committee, shall be assigned other than as part of a transfer of the majority of the remaining portion of the Community owned by the Declarant. No such assignee including a collateral assignee shall be liable for any act or omission of a prior Declarant unless those liabilities are assumed by such assignee in writing.

**Section 9.13. Riparian and Other Water Rights.** All rights to use water from Old River or other natural sources of water, including all riparian rights appurtenant to the Community shall remain appurtenant to each parcel of land with the Community even though severed from the source of the water, to the same extent as though the ownership of the land had at all time continued in Declarant. Such rights to use water are reserved by Declarant and may be used by Declarant or by the MHCS D with the written consent of Declarant, for the purpose of providing water for all or any portion of the Community.

**Section 9.14. Notice of Agricultural Activities.** EACH OWNER AND OCCUPANT OF THE COMMUNITY IS PUT ON NOTICE THAT THERE ARE AGRICULTURAL OPERATIONS EXISTING IN THE VICINITY OF THE COMMUNITY. THERE MAY BE NOISE, DUST, ODORS, AGRICULTURAL BURNING AND SMOKE, THE SPRAYING OF PESTICIDES AND FERTILIZERS, AND OTHER CONDITIONS CREATED BY AGRICULTURAL OPERATIONS. EACH OWNER AND OCCUPANT IS ALSO PUT ON NOTICE THAT, AS PROVIDED BY CALIFORNIA CIVIL CODE SECTION 3482.5, NORMAL AGRICULTURAL ACTIVITIES ARE NOT CONSIDERED A NUISANCE EXCEPT AS OTHERWISE PROVIDED BY THAT SECTION.

**Section 9.15. Notice of Construction Activities.** EACH OWNER AND OCCUPANT OF THE COMMUNITY IS PUT ON NOTICE THAT THERE WILL BE ONGOING CONSTRUCTION ACTIVITIES IN THE COMMUNITY AND IN THE VICINITY OF THE COMMUNITY. SUCH ACTIVITIES MAY CAUSE NOISE, VIBRATION, DUST AND THE USE OF STREETS FOR CONSTRUCTION EQUIPMENT, TRUCKS AND TRANSPORTATION FOR CONSTRUCTION WORKERS AND SUPPLIES.

**Section 9.16. Notice of Airport and Aircraft Activities.** EACH OWNER AND OCCUPANT OF THE COMMUNITY IS PUT ON NOTICE THAT THERE IS A GENERAL AVIATION AIRPORT LOCATED IN BYRON, CALIFORNIA, APPROXIMATELY FIVE (5) MILES FROM THE COMMUNITY. AIRCRAFT MAY APPROACH THE AIRPORT FOR LANDINGS AND EXIT THE AIRPORT ON TAKEOFF OVER PORTIONS OF THE COMMUNITY WHICH MAY CREATE AIRCRAFT NOISE AND VIBRATION ON THE GROUND.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

TRIMARK COMMUNITIES, LLC  
a California limited liability company

By: BHL of California, Inc.,  
A California corporation, its Managing Member

By \_\_\_\_\_

Its \_\_\_\_\_

**MOUNTAIN HOUSE COMMUNITY  
MASTER RESTRICTIONS**

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared  
\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to  
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

EXHIBIT "A"

PROPERTY SUBJECT TO THIS DECLARATION

All of that certain real property situated in the County of San Joaquin, State of California, more particularly described as follows:

**Parcel 1**

Lots 51 through 60 as shown on Map of Tract No. 3196, Mountain House, Neighborhood "F" Unit No. 1 filed October 3, 2002, in Book 37 of Maps and Plats, Page 49, San Joaquin County Records.

**Parcel 2**

Lots 103 through 122 as shown on Map of Tract No. 3197, Mountain House, Neighborhood "F" Unit No. 2 filed October 3, 2002, in Book 37 of Maps and Plats, Page 50, San Joaquin County Records.

**Parcel 3**

Lots 22 through 31 as shown on Map of Tract No. 3199, Mountain House, Neighborhood "F" Unit No. 3 filed October 3, 2002, in Book 37 of Maps and Plats, Page 51, San Joaquin County Records.

**Parcel 4**

Lots 40 through 47; 127 and 128 as shown on Map of Tract No. 3200, Mountain House, Neighborhood "F" Unit No. 4 filed October 3, 2002, in Book 37 of Maps and Plats, Page 52, San Joaquin County Records.

DECLARATION AND CONSENT TO DECLARATION

The undersigned does hereby consent to and join in the Mountain House Community Restrictions ("Declaration"), to which this consent is attached, to the extent of the undersigned's interest in that real property described in Exhibit "A" attached to the Declaration, and does hereby subordinate such interest to the Declaration.

Dated: \_\_\_\_\_, 2002.

RESIDENTIAL FUNDING CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Neumiller & Beardslee

Post Office Box 20

Stockton, California 95201-3020

Attention: Duncan R. McPherson

CERTIFICATE OF SECOND AMENDMENT TO MOUNTAIN  
HOUSE COMMUNITY MASTER RESTRICTIONS

1. Date; Declarant; Amendment; Property Subject to Declaration. **This Certificate of Second Amendment to the Mountain House Community Master Restrictions ("Amendment") is made this \_\_ day of June, 2003, by TRIMARK COMMUNITIES LLC, a California limited liability company ("Declarant"), and MEMBERS OF THE DESIGN REVIEW COMMITTEE to amend the Mountain House Community Master Restrictions, recorded December 4, 2002, as Instrument No. 2002-0217750, Official Records of San Joaquin County ("Original Declaration"), as amended by that certain "Certificate of First Amendment to Mountain House Community Master Restrictions", recorded April 11, 2003, as Instrument No. 2003-077799, Official Records of San Joaquin County ("First Amendment"). The Original Declaration and First Amendment are collectively referred to as the "Declaration". The real property currently subject to the Declaration and this Amendment is that real property described in *Exhibit A* to the Original Declaration in *Exhibit A* to that document entitled in part, "Declaration of Annexation of Property into Mountain House...", recorded January 28, 2003, as Instrument No. 2003-017883, Official Records of San Joaquin County ("First Annexation"), and in *Exhibit A* to that document entitled in part, "Declaration of Annexation No. 2 Mountain House Phase No. 3 of San Joaquin County" ("Second Annexation"), recorded May 2, 2003, as Instrument No. 2003-094354.**
2. Purpose of Amendment. **This Amendment has the purpose of: (i) correcting a typographical error in Section 3.03.B of the Restrictions to clarify the consents of owners of property subject to a Declaration of Annexation; (ii) amending Sections 8.01.A and B to clarify the power of the Declarant to consent to amendments to the Declaration; (iii) amending Section 8.02.C to provide for the MHCSD to receive voting information; (iv) making amendments to Sections 4.04.J, 5.07.A.3, and 7.05 to correct errors and words inadvertently omitted; (v) adding a new Section 8.01.E to allow for the restatement of the Declaration when the Declaration is amended; (vi) adding a new Section 4.05.U and Section 4.06.D to control the use of balconies and porches; and (vii) confirming the sufficiency of the Original Declaration and the First Amendment as they apply to all real property currently subject to the Declaration.**

3. Authority to Amend; Authority to Execute and Acknowledge Amendment. **This Amendment is made pursuant to Section 8.01 of the Declaration. That Section provides for the certification by Declarant and a majority of the three (3) members of the Design Review Committee, that the approval of this Amendment by the vote or written consent of at least fifty-one percent (51%) of the Owners of Lots in the Community has been obtained, as required by Subsection 8.01.A of the Declaration.**
4. Amendments. **The Declaration is amended as follows:**

- A. **Section 3.03.B.** Section 3.03.B of the Declaration is amended and restated in full, as follows:

***Method of Annexation.** Any annexation or rescission or amendment to an annexation undertaken in accordance with this Section shall be effective upon the Recording of a Declaration of Annexation, rescission or amendment that is signed and acknowledged Declarant or MHCS D, as applicable, and, in addition, by the owners of the property described in the document of Annexation, rescission or amendment if such owners are different from Declarant or MHCS D, as applicable.*

- B. **Section 8.01.A.** Section 8.01.A is amended and restated in full, as follows:

***Amendment or Termination.** Unless specifically provided to the contrary elsewhere in this Declaration, this Declaration may be terminated, or any provision thereof as is in effect from time to time with respect to all or any part of the Community may be amended or terminated upon: (i) the approval by vote or written consent of fifty-one percent (51%) of the voting power of the Owners; (ii) the written consent of the Declarant until the earlier of (a) when Declarant no longer owns land that is either subject to the MHCS D or is within the area, as of the date of this amendment subject to the Mountain House Master Plan, adopted by the Board of Supervisors of the County on November 10, 1994, or (b) when Declarant terminates this power by a Recorded written instrument, recorded against all property subject to this Declaration; and (iii) the Recordation of a certificate ("Certificate of Amendment") executed as provided in Subsection B of this Section, setting forth in full the amendment or amendments to this Declaration so approved, including any portion or portions thereof terminated, and certifying that the amendment or amendments have been approved by the required vote or consent of the Owners. The votes or written consents needed to approve any amendment or termination are governed by Subsection D of this Section and the Section entitled "Voting Districts." A termination of this Declaration shall become effective in the manner provided for amendments. This Declaration shall terminate on the expiration date provided in the certificate of termination. For the purposes of this Declaration, Declarant shall be considered to be an "Owner" when a Lot is owned or subject to an option held by Declarant, or by a partnership of which Declarant is a general partner, a limited liability company of which Declarant is a manager, or a corporation of which Declarant owns ten percent (10%) or more of the beneficial interest. No*

*amendment can be made that would place additional use or architectural restrictions on the Commercial and Industrial Area or any portion thereof, or change the provisions of this sentence, without the approval of fifty-one percent (51%) of the voting power of any Commercial and Industrial Area so affected.*

C. **Section 8.01.B.** Section 8.01.B is amended and restated in full, as follows:

**Owner Acknowledgments.** *As long as Declarant retains the power to consent to any amendment to the Declaration as provided by Subsection A (ii) of this Section, Declarant and a majority of the members of the Design Review Committee shall execute and acknowledge the Certificate of Amendment or any rescission or amendment of a Certificate of Amendment. If Declarant has terminated its power to consent to any amendment to the Declaration as provided by Subsection A (ii) of this Section, an officer of the MHCS D shall execute and acknowledge the Certificate of Amendment.*

D. **Section 8.02.C.** Section 8.02.C is amended and restated in full, as follows:

**Tabulation of Votes in Voting Districts.** *Declarant shall appoint a designee ("Designee") to tabulate and count all Cast Votes on a Voting Proposal in each Voting District, except as otherwise provided. In voting Districts in Phases annexed by the MHCS D, the MHCS D has the power to appoint the Designee for each District. The MHCS D has the power to appoint the Designee for each Voting District where Declarant or its assignee has given up or lost the power to appoint the Designee. The Designee shall also tabulate all Imputed Votes in the same proportions as the Cast Votes and Advise Declarant of the total votes tabulated for each Voting District. If the total Cast Votes and Imputed Votes in all Voting Districts in the aggregate are in favor of a Voting Proposal, the Designee shall provide that information to Declarant or the MHCS D, as applicable, for inclusion in the Certificate of Amendment. A Voting Proposal is approved when at least fifty-one (51%) of the Cast Votes and Imputed Votes in the aggregate are in favor of such Voting Proposal.*

E. **Section 4.04.J.** Section 4.04.J is amended and restated in full, as follows:

**Motorcycles; Bicycles.** *The maintenance of motorcycles, trail bikes, off-road vehicles, or bicycles is prohibited, except within enclosed areas on Lots where they are not visible from adjoining streets or in locations approved by the Review Entity in cases where the Review Entity has jurisdiction. The use of Lots for dirt biking or trail biking or for other similar recreational uses is prohibited. This Subsection J does not prohibit the storage of bicycles in racks adjacent to Multifamily Residential Areas, public areas, commercial or industrial buildings, or adjacent to pick up stops or stations for public transportation or the parking of motorcycles in the parking lots or parking structures serving the Multifamily Residential Areas and the Commercial and Industrial Areas.*

F. **Section 4.05.U.** Section 4.05.U is added to the Declaration, as follows:

**Balcony and Porch Use.** *Balconies and front porches may be furnished only with usual and customary outdoor chairs and tables, which shall be maintained in good condition and repair. No other furniture or equipment shall be allowed on balconies and front porches. Balconies and front porches shall not be used for storage and shall not be used to keep or hold dogs.*

G. **Section 4.06.D.** Section 4.06.D is added to the Declaration, as follows:

**Balcony Use.** *Balconies may be furnished only with usual and customary outdoor chairs and tables, which shall be maintained in good condition and repair. No other furniture or equipment shall be allowed on balconies. Balconies shall not be used for storage and shall not be used to keep or hold dogs.*

H. **Section 5.07.A.3.** Section 5.07.A.3 is amended and restated, in full, as follows:

**Personal Information.** *The Rules may provide for information to be supplied to the MHCS D by each Owner with regard to the ownership and transfer of ownership to each Lot, the persons living in each residential Unit, the vehicles kept in the Residential Area, and other information reasonably necessary or convenient to administer the Community.*

I. **Section 7.05.** Section 7.05 is amended and restated in full, as follows:

**No Design Review Committee Approval.** *Improvements by Declarant do not need DRC or MHCS D approval pursuant to this Declaration, but Improvements by Builders or other persons require DRC approval except as provided by Section 6.01.B.2.*

J. **Section 8.01.E.** Section 8.01.E is added to the Declaration, as follows:

**Restatement of Declaration.** *The Declaration may be restated in the following manner.*

1. **General.** *The persons who have the power to execute and acknowledge a Certificate of Amendment (“Certifiers”) have the power without the necessity of the consent by the Owners or the MHCS D, to restate this Declaration or any portion of it when the Declaration is amended, or at anytime following such amendment. The restatement shall be effective upon execution and acknowledgment of the restatement by the Certifiers and the Recordation of the restatement. Upon Recordation of the restatement, the restatement shall supercede the then existing Declaration and its amendments or the amended portion thereof, in its entirety.*
2. **Form of Restatement.** *The restatement shall restate the entire text of the then existing Declaration or the portion thereof that is restated, with the following exceptions: (i) changes incorporating all amendments; (ii) changes made to rearrange, replace, or delete the text or to make typographical corrections to the text for consistency with the approved amendments; (iii) the addition of a statement that the Certifiers have authorized the restatement pursuant to the Subsection E; (iv) changes made to delete any provision declared illegal by controlling constitutional or statutory enactment, by regulation, or by controlling judicial opinion; and (v) changes needed to distinguish the restatement from the original document, such as the title and Article, Section and Subsection numbering changes.*
5. **Confirmation of Prior Recorded Community Documentation.** Declarant and the members of the Design Review Committee hereby confirm the sufficiency and validity of the Restrictions and First Amendment as amended by this Second Amendment, and certify that the amendments contained in the First Amendment and this Second Amendment have been approved by the written consent of at least fifty-one percent (51%) of the Owner of Lots in the Community as required by Section 8.01.A of the Declaration.
6. **No Other Changes.** Except as amended by this Amendment, the Declaration is ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Declaration the day and year first above written.

TRIMARK COMMUNITIES, LLC  
a California limited liability company

By: BHL of California, Inc.,  
A California corporation, its Managing Member

By \_\_\_\_\_

Its \_\_\_\_\_

MOUNTAIN HOUSE DESIGN REVIEW  
COMMITTEE MEMBERS

\_\_\_\_\_  
Duane Grimsman

\_\_\_\_\_  
Eric Teed-Bose

\_\_\_\_\_  
Patricia (Trish) A. Mobley

STATE OF ARIZONA                    )  
  )  
COUNTY OF \_\_\_\_\_        )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared  
\_\_\_\_\_, personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

MOUNTAIN HOUSE COMMUNITY  
MASTER RESTRICTIONS

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared  
\_\_\_\_\_, personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared  
\_\_\_\_\_, personally known to me (or proved to me on  
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behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared  
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Signature \_\_\_\_\_ (Seal)