

6.17 Amendments. Notwithstanding the Article hereof entitled "Amendments," no amendment, verification or rescission of this Article may be had, nor shall Declarant, or any successor thereof, be prohibited from completing the construction of the La Costa Oaks Community prior to the conveyance by Declarant, or its successor, of the last Residential Lot without the (i) written consent of Declarant, and the (ii) recording of such consent in the Office of the County Recorder. Such written consent shall not be required after the conveyance by Declarant and Guest Builders of all the Residential Lots within the Covered Property and Additional Property.

ARTICLE 7

USE RESTRICTIONS

Living in a master planned community has the benefit of providing a sense of community and governance for the benefit of all the Owners within the La Costa Oaks Community. To ensure the continued value and enjoyment of the La Costa Oaks Community, there are also use restrictions which govern each Owner within the Community. While the use restrictions may limit the rights to perform certain activities within the La Costa Oaks Community, the use restrictions also help to protect the overall La Costa Oaks Community and thereby may provide a benefit to the Owners and their occupants.

7.1 Residential Use. All Residential Lots within the Covered Property shall be improved and used solely for single-family residential use, unless the ordinances of the City permit use by more than a single family; provided, however, that this provision shall not preclude any Owner from renting or leasing his or her Residential Lot by means of a written lease or rental agreement, No lease shall be for a term of less than thirty (30) days. No Residential Lot shall be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other non-residential purposes; except Residential Lots may be used for model home sites, construction offices, a design center, and display and sales office purposes during the construction and sales period by Declarant or the Merchant Builders. The provisions of this Section shall not preclude professional or administrative occupations without external evidence thereof, for so long as such occupations (i) are conducted in conformance with all applicable governmental ordinances, (ii) are merely incidental to the use of the Residential Lot as a residence, (iii) the patrons or clientele of such professional or administrative occupation do not regularly visit or conduct business on the Residential Lot and (iv) the conduct of the business does not result in the regular parking of business vehicles in the streets adjacent to the Covered Property. In addition, home childcare facilities shall be permitted only to the extent they are operated in accordance with applicable law, including but not limited to zoning requirements and licensing regulations.

7.2 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within a Lot. No odor shall be permitted to arise from a Lot which renders the Lot or any portion of a Lot unsanitary, unsightly or offensive to any street or to any portion of the Covered Property, or vicinity thereof, or to its occupants, No noise or other nuisance shall be permitted to exist or operate upon any portion of a Lot so as to be unreasonably offensive or

detrimental to any other part of the Covered Property or to any Owner or their occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or other items which unreasonably disturb other Owners or their tenants shall be located, used or placed on any Lot. No vehicles may be operated upon any portion of the Covered Property not improved as a street, driveway or parking area. Outdoor lighting on a Residential Lot shall be hooded and shaded and adjusted so the light falls only on the Residential Lot on which the lighting is located and does not fall or reflect on other Residential Lots or public rights of way.

7.3 Air Conditioning Fixtures. No wiring or air conditioning fixture, water softeners or other devices (other than solar heating devices approved by the Architectural Committee) shall be installed on the exterior of a Residence or be allowed to protrude through the walls or roof of the Residence with the exception of those items installed during the original construction of the Residence).

7.4 Utilities. All utility, storage areas or structures and pool and spa equipment installed or constructed after the conveyance of a Residential Lot to an Owner by Declarant or a Merchant Builder must be (i) completely concealed from the view of any other Residential Lot or street, or (ii) constructed of such design, materials, configuration and in such location as to be compatible with the Residence and other Improvements on the Residential Lot.

7.4.1 Accessory Structures. Patios and accessory structures may be allowed if they are in conformance with the City's Zoning Ordinances Section 21.10.050(l)(d)(i),(ii), (iii) and (iv) and Section 21.10.050(2) and approved by the Architectural Committee.

7.5 Roofs. All structures shall be improved with fire retardant roofs, and no roof shall be repaired or replaced with material different than originally installed by Declarant or the Merchant Builder,

7.6 Antennae and Satellite Dishes. No television or radio poles, antennae, satellite dishes, or technological evolutions of the foregoing, other than those originally installed by Declarant or any Merchant Builder approved by the Community Board or the Architectural Committee appointed by the Community Board shall be constructed, erected or maintained on or within the La Costa Oaks Community; provided, however, that the foregoing restriction shall not be construed to limit the installation or use of video or television antennas within the La Costa Oaks Community, including a satellite dish (collectively, "Antenna"), except as otherwise prohibited or restricted by law, that is of a size and type consistent with the provisions of Section 1376 of the California Civil Code or any successor statute or law, so long as the following requirements are satisfied: (a) the Owner has submitted an application and notice to the Community Board prior to the installation of the Antenna as provided in this Declaration; and (b) the Owner has obtained the approval of the Community Board for the installation of the Antenna. The application for approval of an Antenna shall be processed by the Community Board in the same manner as any other architectural modification within the La Costa Oaks Community. Notwithstanding the foregoing, the Community Board shall not impose or enforce

any restrictions on antennas that are inconsistent with the provisions of 47 U.S.C. Section 207 or the requirements promulgated thereunder on any successor statutes or laws.

7.7 Exterior Maintenance and Repair; Owner's Obligations. No Improvement within a Residential Lot shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair by the Owner of the Residential Lot.

7.8 Drainage. There shall be no interference with the established drainage pattern over any Residential Lot so as to affect any other portion of the Covered Property, unless an adequate alternative provision is made for proper drainage and it is in accordance with all applicable governmental codes and ordinances and approved by the Architectural Committee. "Established drainage" is defined as the drainage which exists at the time the overall grading and landscaping of the Covered Property is completed pursuant to grading plans approved by the City. All drainage facilities located on a Residential Lot shall be maintained by the Owner of the Lot. The finished pad elevation of a Residential Lot shall be at least six (6) inches below the finished floor slab of the Residence on such Residential Lot. Unless otherwise specified in a Supplementary Declaration or under the Final Maps, all concrete terrace drains located on a Lot (other than within the Common Maintenance Area) shall be maintained in good working condition by the Owners of the Lot. No drainage shall be allowed from one Lot to another unless that drainage pattern is part of the established drainage pattern.

7.9 Water and Sewer Systems. No individual water supply system, water softener system or sewage disposal system shall be permitted on Residential Lot unless the system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water district and any applicable Governmental Agencies.

7.10 No Hazardous Activities. No activities shall be conducted nor shall any Improvements be constructed on a Lot which are or might be unsafe or hazardous to any person or property. No toxic chemicals or hydrocarbon materials (including gasoline, motor oil, antifreeze, solvents, paint, paint thinners, wood preservatives or other similar fluids) shall be discharged onto any public or private street or into storm drain or storm water conveyance systems serving the Covered Property. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other chemicals shall be consistent with laws, ordinances, and regulations of all federal, state, County, City and other Governmental Agencies and such use and disposal shall also be in accordance with recommendations prescribed by the manufacturer of the product on the product container. The Community Association may coordinate the use of the City's established program to assist Owners with the removal and proper disposal of toxic and hazardous waste products from the Covered Property. Best Management Practices shall be used to eliminate or reduce surface pollutants when making changes to the landscaping and surface improvements of the Covered Property.

7.11 Unightly Articles. No unsightly articles, including clotheslines, shall be permitted to remain on any portion of a Lot which are visible from any street or from any other Lot. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in covered, sanitary containers commercially designed for such purpose (i.e., oil drums or similar substitutes for commercially designed refuse receptacles are prohibited) and located

within an enclosed area or areas appropriately screened from the view of any other Residential Lot. The containers shall be exposed to the view of neighboring Residential Lots only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours). There shall be no exterior fires, except barbecue fires and outdoor fireplaces contained within receptacles designed therefor which do not create a fire hazard.

7.12 Temporary and prefabricated Structures. No shed, shack, trailer or any temporary building, improvement or structure shall be placed upon any portion of a Residential Lot without the prior approval of the Architectural Committee, The foregoing excludes construction trailers and other temporary or prefabricated structures or improvements utilized during construction and sales activities by the Declarant or a Merchant Builder,

7.13 Mining and Drilling. The surface of a Lot shall not be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, geothermal heat, minerals, rocks, stones, gravel or earth, nor shall oil wells, tanks, tunnels, mineral or geothermal excavations or shafts be permitted upon the surface of any portion of a Lot.

7.14 View Impairment. There is no representation that any view exists from any Lot. Each Owner, by accepting a deed to a Residential Lot, acknowledges that grading of, construction on or installation of improvements, including landscaping and the growth of landscaping, on other Lots within the Covered Property and on surrounding real property may impair whatever view may exist from the Owner's Residential Lot and each Owner consents to such impairment and waives any claim for view impairment. Each Owner and the Community Association, by accepting a deed to a Lot or any Community Association Property, respectively, acknowledges that any construction or installation by Declarant or a Merchant Builder or by other Owners following Architectural Committee approval as provided in Article 6 hereof may impair the view of such Owner, and each Owner and the Community Association on behalf of the Members hereby consent to such impairment.

7.15 Landscaping. Within six (6) months after the close of escrow for the sale of a Residential Lot under a Public Report by a Merchant Builder to a retail purchaser, the Owner shall submit plans for approval of landscaping to the Architectural Committee. Within one (1) year after the close of escrow, for sale of a Residential Lot under a Public Report by a Merchant Buyer the Owners shall install and shall thereafter maintain plants, shrubs, trees and any other appropriate landscaping improvements, pursuant to plans and specifications approved by the Architectural Committee, on the Residential Lot. No plants or seeds infected with insects or plant diseases, shall be brought upon, grown or maintained upon any Residential Lot, If any Owner fails to install or maintain landscaping in conformance with the Community Design Standards or allows his or her landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive **condition**, the Community Board, upon **thirty** (30) days' **prior** written notice to **the** Owner, shall have the right either to seek any remedies at law or in equity which it may have or to correct such condition and to enter upon the Owner's property for the purpose of doing so, and the Owner shall promptly reimburse the Community Board for the cost thereof. Each Owner whose Residential Lot is located within a Habitat Preserve Adjacent Area shall also comply with

the requirements of Section 7.30 regarding the plant species that may be planted in a Habitat Preserve Adjacent Area.

7.16 Parking and Vehicular Restrictions. None of the following (collectively "Prohibited Vehicles") shall be parked, stored or kept on any street within the Covered Property: any large commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck); any recreational vehicle (including, but not limited to, any camper unit, house/car or motor home); any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home; any inoperable vehicle or any other similar vehicle; or any vehicle or vehicular equipment, mobile or otherwise, constituting a nuisance, except that the foregoing shall not restrict any recreational vehicles permitted to be parked in the Recreational Vehicle Storage Area. No Prohibited Vehicle shall be parked, stored or kept on any Residential Lot except wholly within an enclosed garage, and then only if the garage door is capable of being fully closed. Prohibited Vehicles shall not be allowed in any driveway or other exposed parking areas, or any street (public or private), except for the purposes of loading, unloading, making deliveries or emergency repairs ("Transitory Use"), provided that no Transitory Use shall extend over more than twenty-four hours during any seven (7) consecutive days. Vehicles owned, operated or within the control of an Owner, or of a resident of the Owner's Residential Lot, shall be parked in the garage. Garages shall be used only for parking authorized vehicles, and shall not be used for storage, living or business purposes, or any other purpose which prevents the storage of the number of vehicles for which the garage was assigned; provided, however, if the Lot contains a three (3) or more car garage, one parking space within the garage may be used for storage or may be converted for living purposes if approved by the City and the Architectural Committee. Garage doors shall be kept closed at all times, except as reasonably required for ingress to and egress from the interiors of the garages. No repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle or equipment shall be conducted upon any street, Lot or elsewhere within the Covered Property, except wholly within an enclosed garage; provided, however, that such activity is not undertaken as a business, and provided further that such *activity is prohibited* entirely if it constitutes a nuisance. Any repair which continues for a period exceeding sixty (60) days in any one (1) year period shall be deemed a storage. These restrictions shall not be interpreted in such a manner so as to permit any *activity* which would be contrary to any ordinance of the City or other Governmental Agency having jurisdiction over the Covered Property.

7.17 Further Subdivision. No Residential Lot may be further subdivided (including division into time-share estates or time-share uses) without the prior written approval of the Community Board; provided, however, that nothing in this Section shall be deemed to prevent an Owner, including Declarant and the Merchant Builders, from selling a Residential Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property, or leasing or renting by any Owner of all of his or her Residential Lot by means of a written lease or rental agreement, or adjusting the boundary of a Residential Lot by boundary adjustment or parcel map.

7.18 Animals. No animals, fowl, poultry, fish, reptiles or insects of any kind ("animals") shall be raised, bred or kept on any Residential Lot, except that a reasonable number of birds, fish, dogs, cats or other household pets may be kept, provided that they are not kept,

bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable law or ordinance. No animal shall be maintained in any Residential Lot which constitutes a nuisance to other Owners of Residential Lots. Animals belonging to Owners, occupants or their licensees, tenants or invitees must be either kept within the enclosure, an enclosed yard, or on a leash or bridle being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, any Owner shall be liable to each and all Owners, their Invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Covered Property by an Owner or by such Owner's Invitees and it shall be the duty and responsibility of each Owner to clean up after such animals which have used any portion of the Covered Property. Notwithstanding the foregoing, the Community Handbook may further limit or restrict the keeping of such pets. The Community Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Community Board, after Notice and Hearing, is deemed by the Community Board to constitute a nuisance to any other Owner in the sole and exclusive opinion of the Community Board.

7.19 Signs. No sign, poster, billboard, balloon or other display or advertising device of any kind shall be displayed on, over or from any portion of the Covered Property, except (i) such signs, flags, poles and banners (regardless of size or configuration) as may be used by Declarant or the Merchant Builders in connection with the development of the Covered Property and the sale, lease or other disposition of Residential Lots, (ii) entry monuments and similar community identification signs, and (iii) one sign on each Residential Lot advertising the Residential Lot for sale or lease in conformance with the Community Design Standards and any ordinances of the City. All signs shall conform to the sign ordinances of the City, and shall when required by City Ordinance be reviewed and approved by the Planning Director of the City prior to installation.

7.20 Trees. All trees, hedges and other plant materials shall be trimmed by the Owner of the Residential Lot upon which they are located so they do not create a nuisance, which determination shall be within the sole judgment of the Community Board. Before planting any trees, the proposed location of the trees shall be approved in writing by the Architectural Committee, except that this restriction shall not apply to any trees planted by Declarant or a Merchant Builder on a Residential Lot. Any replacement of trees and hedges planted by Declarant or a Merchant Builder may only be replaced with the same tree or hedge, unless the Owner demonstrates to the Architectural Committee that the original tree or hedge is not suitable for such location due to its size or due to its susceptibility to disease. Each Owner whose Residential Lot is located within a Habitat Preserve Adjacent Area shall also comply with the requirements of Section 7.30 regarding the plant species that may be planted in a Habitat Preserve Adjacent Area.

7.21 Slope Control, Use and Maintenance. Each Owner will keep, maintain, water, plant and replant all slope banks located on the Owner's Residential Lot (other than slopes within the Common Maintenance Area or any other areas designated for maintenance by others in a Supplementary Declaration) to prevent erosion, control brush in accordance with the requirements of the City and to create an attractive appearance. It shall be the duty of all Owners to conduct all construction and installation of improvements on such slopes in accordance with any guidelines or rules adopted by the Community Board for maintenance of such slopes. Thereafter each Owner shall keep, maintain, water, and replant all slopes in such a manner as to

protect the integrity of such Owner's Residential Lot and all adjoining Residential Lots and the structural improvements thereon. No Owner of a Residential Lot upon which any Common Maintenance Area is located shall alter or modify the landscaping, irrigation or other Improvements located within such Common Maintenance Area, and such Owners shall not install Improvements of any kind within such Common Maintenance Area and is only permitted to enter such Common Maintenance Area only as is reasonably necessary to maintain, construct or repair Improvements on the portion of such Owner's Residential Lot located adjacent to such Common Maintenance Area if prior approval of the Community Board is obtained. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any slope banks which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels.

7.22 Habitat Preserve Areas. Any Owner of a Lot within a Habitat Preserve Adjacent Area shall comply at all times, with the Habitat Preserve Restrictions. The Community Association shall also, at all times comply with the Habitat Preserve Restrictions to the extent they effect the Community Association Property or Common Maintenance Areas. For each Owner's information, educational materials prepared by the Habitat Preserve Manager are attached hereto as **Exhibit "C"**.

7.23 Erosion Control. Prior to installing any landscaping on an Owner's Residential Lot, the Owner shall be responsible for ensuring that there is no runoff from the Owner's Residential Lot and the Owner shall be required to take such action as may be reasonably necessary to prevent any runoff, including, if required by the City or any Governmental Agency, installing landscaping in advance of the time periods set forth in Section 7.15. During landscaping of an Owner's Residential Lot, landscaping and construction materials must be stored only upon the Owner's Residential Lot. Such materials must be properly contained to prevent spillover into the streets or Community Association Property or Common Maintenance Areas or any other areas within the La Costa Oaks Community. Should spillover occur, spilled material must be swept and containerized. Spilled materials shall not be washed into the storm water curb drain inlets. Temporary erosion or sediment control devices (which may include sandbags) may have been installed by Declarant or Merchant Builders during construction of the La Costa Oaks Community. Owners shall not remove any temporary erosion or sediment control devices installed by Declarant until the Owner's Lot is landscaped and the plantings are established. Each Owner is responsible for preventing sediment leaving Owner's Residential Lot. Each Owner shall be liable to the Declarant and any Merchant Builder for any damage resulting from failure to prevent sediment from leaving the Owner's Residential Lot.

7.24 La Costa Oaks Storm Drains and Storm Water. Each Owner and the Community Association acknowledge that water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Residence which is being purchased by an Owner, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. The National Pollution Discharge Elimination System, the Federal Clean Water Act, and the policies and ordinances of the City in effect as of the date of this Declaration, prohibit discharging

anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, **paint thinners**, **wood preservatives**, fertilizers, lawn clippings, yard waste, detergents, pet waste, paints and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Owner and the Community Association further acknowledge that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that such Owner may be responsible for any activities by Owner's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from an Owner's Lot into a storm drain system. All Owners are required to comply with such restrictions. Owners are encouraged to consult with the City and other Governmental Agencies concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is prohibited by this Declaration and against the law.

7.24.1 Storm Water Pollution Prevention Best Management Practices. To comply with the requirements of the City and other governing jurisdiction in connection with the storm water pollution prevention best management practices, each Owner and the Community Association agrees that it will, at all times, maintain all Improvements and erosion control devices located within a Lot owned by such Owner or the Community Association, in a clean and safe condition, free and clear of any and all debris. All landscaping shall be maintained by an Owner (including the Community Association as to Lots or easements maintained by the Community Association) in a manner that will prevent soil erosion and minimize sediment transport. To the extent that the Declarant or any Merchant Builder has installed any erosion protection devices (e.g., sandbags) an Owner (including the Community Association) shall not remove such devices unless and until all landscaping has been installed on any Lot, and has been sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash receptacles shall be covered and closed at all times. The Community Association and the Owners shall comply with all applicable Best Management Practices ("BMP") and perform all maintenance that may be imposed by any water quality management plan that may affect the Property. The costs of the Community Association's portion of such maintenance, if any, shall be treated as Common Expenses.

7.24.2 Liability to Declarant. So long as Declarant or any Merchant Builder owns any Lot within the Project, if an Owner or the Community Association is not in compliance with the provisions of this Section and as a result, Declarant or a Merchant Builder incur any liability, Declarant or the Merchant Builder shall have the right but not the obligation to enter upon the Lot to correct such violation. Any Owner who violates the requirements of this Section shall indemnify, protect, defend and hold Declarant and the applicable Merchant Builder and the Declarant's and Merchant Builder's officers, directors, successors and assigns entirely free and harmless from and against any liabilities, penalties, costs, expenses and actions, including, without limitation, attorneys' fees and costs arising from or attributed to a violation of the provisions of this Section and shall, within fifteen (15) days after request from Declarant and/or the Merchant Builder, reimburse Declarant and/or the Merchant Builder for any costs and expenses incurred by Declarant and/or the Merchant Builder in correcting any violation by any Owner or the Community Association of this Section.

7.25 Fire Suppression Zones. Certain Residential Lots in the La Costa Oaks Community are included within the Fire Suppression Zones, for which there are certain guidelines and regulations with respect to the use and maintenance thereof by the Owners, imposed by the City and other Governmental Agencies. Each Owner whose Residential Lot is within a Fire Suppression Zones shall be required to comply with the requirements imposed by the City, including without limitation, Section 4.7.9 of the Master Plan for the Villages of La Costa and any other applicable guidelines or regulations as may be adopted by the City, the County, or other Governmental Agency from time to time. By accepting a deed to a Residential Lot in the La Costa Oaks Community, each Owner acknowledges that there may be restrictions on **flammable structures**, trees or shrubs in **the Fire Suppression Zone**. **Each** Owner shall comply with the restrictions on the Fire Suppression Zones set forth on **Exhibit "11"** attached hereto and incorporated herein and any additional restrictions which may be set forth in a Supplementary Declaration. All Fire Suppression Zones within the Covered Property shall be designated in a Supplementary Declaration.

7.26 Window Coverings. Temporary window coverings ("Temporary Window Coverings") in a design and color that does not conflict with the surrounding Improvements (but excluding aluminum foil, newspapers, or any other contrasting material) shall be permitted for a maximum period of sixty (60) days from the date that a Residential Lot is conveyed to an Owner by Declarant or a Merchant Builder. Except as specifically provided above, no Temporary Window Coverings shall be used to cover any door or window of any Residence. All window coverings (including Temporary Window Coverings) shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Residence on the Residential Lot.

7.27 Exterior Painting. All exterior painting of a Residence shall be subject to the approval of the Architectural Committee, unless the painting is of the same color as the then current color of the exterior of the Residence.

7.28 Restrictions. All backyard lighting installed in Residential Lots within the Habitat Preserve Adjacent Areas shall be shielded to prevent any light spill over onto the Habitat Preserve Areas. Shielding can consist of the installation of fixtures that physically direct light away from the Habitat Preserve Adjacent Areas or landscaping berms or other barriers at the edge of the Residential Lots that prevent light over spill into the Habitat Preserve Areas.

7.29 Sight Distance Corridors. No structure, fence, wall, tree shrub sign or other object over thirty (30) inches above the street level may be placed or permitted to encroach within the areas identified as a sight distance corridor on the Final Maps as specified in the City Standard Public Street Design Criteria (Section 8.B.3.). Each Owner shall comply with this restriction.

7.30 Plant Species. Neither the Community Association nor any Owner shall plant or use in its landscaping any Invasive Plant Species in any Habitat Preserve Adjacent Areas. The Invasive Plant Species are set forth in **Exhibit "G"** attached hereto and incorporated herein.

7.31 Perimeter Wall and Fence. In no event can any Owner make any alterations to any Perimeter Wall and Fence or remove or replace any Perimeter Wall and Fence, or modify

19613

any Perimeter Wall and Fence in connection with any construction on an Owner's Lot. All alterations, repairs and replacements of the Perimeter Walls and Fences can only be made by the Community Association.

7.32 Owner Liability. Each Owner shall be liable to the remaining Owners for any damage to the Community Association Property and Common Maintenance Areas that may be sustained by reason of the negligence of that Owner, or the Owner's Invitees.

ARTICLE 8

ASSOCIATION PROPERTY, COMMON MAINTENANCE AREA AND MAINTENANCE RESPONSIBILITIES

8.1 Maintenance and Use of Community Association Property. The Community Association shall maintain the Community Association Property and Common Maintenance Areas in a good condition of maintenance and repair reasonably consistent with the level of maintenance reflected in the most current Budget and in accordance with the obligations and schedules for maintenance set forth in the Maintenance Manual.

8.2 Trail System. The Community Association shall maintain the Trail Systems unless the City accepts the dedication of any portion of the Trail Systems, in which case the City shall be responsible for the maintenance of the portions of the Trail System where the dedication was accepted. There is no guarantee that the City will accept and be responsible for the maintenance of all or any portion of the Trail System.

8.3 Compliance with Best Management Practices. Each Owner and the Community Association shall comply with all Best Management Practices. The Community Association shall also comply with all Best Management Practices.

8.4 Common Maintenance Area. The Common Maintenance Area shall include portions of Lots and adjacent public property, (including portions of the Rancho Santa Fe Road median) or public rights of way or any other lots or easements, the obligation of maintenance for which is placed upon the Community Association by this Declaration, any easements for the Common Maintenance Areas or other appropriate document. An easement or right over an area which otherwise would be Common Maintenance Area may be conveyed to a public assessment district, in which event the area conveyed shall be maintained by the public assessment district. The obligation of the Community Association to maintain the Common Maintenance Area shall commence in phases as the maintenance obligations for portions of the Common Maintenance Area are assigned to the Community Association by Declarant or are the subject of Common Maintenance Area easements or licenses entered into by Declarant and the Community Association.

8.4.1 Obligation to Maintain Certain Public Areas. Some of the areas which may **become subject** to **Community** Association maintenance may **include** entry monuments, trails, parkways or other improvements in public general utility easement areas or other rights of way, and a Declarant shall have the right to transfer such maintenance and related obligations to the Community Association. For example, a Declarant may enter into "Encroachment Removal