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FAIRWAY VIEW ESTATES HOMEOWNERS  
ASSOCIATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SONOMA

JOSEPH ROMANO, individually and as  
trustee of THE JOSEPH AND PIXIE  
ROMANO LIVING TRUST,

Plaintiffs,

v.

FAIRWAY VIEW ESTATES  
HOMEOWNERS ASSOCIATION, and  
DOES 1-10,

Defendant.

FAIRWAY VIEW ESTATES  
HOMEOWNERS ASSOCIATION, a  
California Nonprofit Mutual Benefit  
Corporation,

Cross-Complainant,

v.

JOSEPH ROMANO, individually and as  
trustee of THE JOSEPH AND PIXIE  
ROMANO LIVING TRUST, and ROES 1-  
10,

Cross-Defendant.

Case No. SCV-262714

**CROSS-COMPLAINT FOR BREACH  
OF EQUITABLE SERVITUDES,  
TRESPASS TO LAND, INJUNCTION,  
AND DECLARATORY RELIEF**

Unlimited Civil

Assigned for All Purposes:  
Hon. Arthur Wick

Cross-Complainant Fairway View Estates Homeowners Association alleges as follows:

1       1.     Cross-Complainant Fairway View Estates Homeowners Association (“Cross-  
2     Complainant” or “Association”) is a California nonprofit mutual benefit corporation.

3       2.     Cross-Defendant Joseph Romano, individually and as trustee of The Joseph and Pixie  
4     Romano Living Trust (collectively, “Cross-Defendant”) is, and at all times mentioned herein was,  
5     an individual residing in Sonoma County, California.

6       3.     Cross-Complainant is ignorant of the true names and identities of the Cross-Defendant  
7     sued herein as Roe 1 through 10, inclusive, and Cross-Complainant hereby sues said Roe Cross-  
8     Defendant pursuant to Section 474 of the Code of Civil Procedure, and Cross-Complainant asks  
9     leave to amend this Cross-Complaint to set forth the true names and capacities of said Cross-  
10    Defendant, together with appropriate charging allegations, where necessary, when the same have  
11    been ascertained. Cross-Complainant is informed and believes and thereon alleges that Roe 1  
12    through Roe 10, inclusive, are each in some manner responsible for the acts hereinafter alleged.

13    4.     Cross-Complainant is informed and believes, and thereon alleges, that at all times  
14    mentioned herein, each of the Cross-Defendant was the agent, servant, representative, and  
15    employee of each of the remaining Cross-Defendant and was acting within the course and scope of  
16    such agency, service, representation, and employment.

17    5.     At all times relevant to this action, Cross-Defendant has been the record owner of real  
18    property located at 4723 Muirfield Court, Santa Rosa, California 95405, Assessor’s Parcel Nos.  
19    147-420-068-000 and 147-420-069-000, also known as lots 49 and 50 as shown on the subdivision  
20    map entitled “Fairway View Estates” filed for record in Book 315 of Maps at page 13 in the  
21    Sonoma County Records (the “Map”) (the “Property”).

22    6.     At all times relevant to this action, Cross-Complainant has been the record owner of real  
23    property shown as Lot 124 on the Map, Assessor’s Parcel Number 147-410-055 (hereinafter “Lot  
24    124”). Lot 124 is Common Area owned by Cross-Complainant for the benefit of all members of  
25    Cross-Complainant.

26    7.     Cross-Complainant is the homeowners association for the Fairway View Estates  
27    development (the “Subdivision”) in Santa Rosa, California. The Association is a planned  
28    development as defined in Civil Code section 4175. All lots within the Subdivision are subject to

1 the First Restated Declaration of Covenants, Conditions, and Restrictions, which was recorded on  
2 January 26, 2016, as instrument number 2016005999 of the official records of Sonoma County,  
3 California (the "CC&Rs").

4 8. The covenants and restrictions contained in the CC&Rs constitute equitable servitudes  
5 under Civil Code section 5975 that inure to the benefit of, and are binding on, all owners of lots  
6 within the development, including Cross-Defendant.

7 9. Cross-Defendant had actual or constructive notice of the restrictions set forth in the  
8 CC&Rs, in that either Cross-Defendant was provided a copy of the CC&Rs at the time of the  
9 purchase of the Property or the CC&Rs were recorded prior to the sale of any of the lots in the  
10 Association.

11 10. The CC&Rs, Architectural Control Guidelines ("Guidelines"), and Bylaws of the  
12 Association create and establish Cross-Complainant as the governing body for the management,  
13 administration, and operation of the development. Together, the CC&Rs, Guidelines, and Bylaws  
14 are the "Governing Documents" of the Association. True and correct copies of the pertinent parts of  
15 the Governing Documents are attached hereto as Exhibit A and incorporated by reference.

16 11. In or around 2010, Cross-Defendant Joseph Romano agreed to, and became bound by,  
17 equitable servitudes in the CC&Rs by acceptance of a deed to the Property.

18 12. On or around October 11, 2011, the Property was transferred by Cross-Defendant Joseph  
19 Romano to The Joseph and Pixie Romano Living Trust dated October 5, 2011 (the "Trust"). In the  
20 complaint to this above-captioned case, Cross-Defendant Joseph Romano names himself a plaintiff  
21 in his capacity as an individual and as trustee of the Trust, and is sued as such herein.

22 13. Under article IX, section (j) of the Bylaws, section 9(j), of the CC&Rs, and Civil Code  
23 section 5975, Cross-Complainant is authorized to enforce the CC&Rs by filing a lawsuit.

24 14. On April 19, 2018, Cross-Complainant and Cross-Defendant participated in an Internal  
25 Dispute Resolution meeting in an attempt to avoid litigation, pursuant to Civil Code §5930 et seq.

26 **FIRST CAUSE OF ACTION**  
27 **(Breach of Equitable Servitudes)**

28 15. Cross-Complainant hereby incorporates all allegations of paragraphs 1 through 14 as

1 though fully set forth here.

2 16. The covenants in the CC&Rs are enforceable equitable servitudes and inure to the benefit  
3 of and bind all owners of property in the Subdivision. (Civil Code § 5975.) Cross-Defendant has  
4 violated the equitable servitudes and damaged the Association in the following manner:

5 **Changes to the Property of Cross-Complainant in Violation of the Governing Documents**

6 17. Section 28(c) of the CC&Rs states:

7 No hardscape, landscape, personal property, fixtures, refuse, signs, or other  
8 items shall be placed on, altered, or removed from the Common Area by  
9 anyone other than the Association in Connection with its maintenance  
10 obligations. Each Owner shall be responsible for any damages to the Common  
11 Area which may be sustained by reason of the negligence or willful misconduct  
12 of said Owner or of his or her tenants, family members, invitees, employees or  
13 contractors.

12 18. In early March of 2018, Cross-Defendant dug a trench approximately 3 feet deep and 40  
13 feet long into Common Area Lot 124 perpendicular to Muirfield Court and running towards a creek  
14 area (the "Trench") significantly altering the landscape in violation of section 28(c) of the CC&Rs.

15 19. Cross-Defendant dug the Trench without permission from the Association and in a  
16 haphazard manner within the root system of Association oak trees resulting in damage to the trees,  
17 creation of a safety hazard, and creation of a source of erosion into a creek in the Common Area.

18 20. Cross-Complainant is informed and believes that this trench is a continuing violation of  
19 Sonoma County zoning ordinances in that it unlawfully discharges into the County's storm water  
20 system. In order to avoid erosion into the creek and action against Cross-Complainant by the City  
21 or County, Cross-Complainant repaired the Trench prior to the commencement of significant rain.

22 21. Cross-Complainant is informed and believes that within the last 5 years, Cross-Defendant  
23 built walls and installed landscaping in Lot 124 on the North and East side of Cross-Defendant's  
24 Property.

25 22. Cross-Defendant built walls and installed landscaping in Lot 124 without permission from  
26 the Association and walls and landscaping significantly alters Lot 124 from its natural condition in  
27 violation of section 28(c) of the CC&Rs.

28 ///

**Taking exclusive use of Common Area in violation of the Governing Documents.**

23. Section 1(f)(iv) provides a non-exclusive easement for use, occupancy, and enjoyment of Lot 124 to all members of the Association. Section 9(w) requires the consent of 75% of Association members or their first mortgagees to abandon, subdivide, or transfer any part of the Common Area, including Lot 124.

24. Civil Code section 4600 requires a vote of the membership of a common interest development (67% or such percentage as is stated in the CC&Rs) before a person may be granted exclusive use of Common Area.

25. Within the last five years Cross-Defendant has taken, or has continued to exclusively occupy, 14,465 square feet of Common Area Lot 124 as shown on Exhibit B attached hereto, for his personal exclusive use without a vote of the members of Association or approval of the Association.

26. Each day Cross-Defendant maintains exclusive possession or use of this portion of Lot 124 constitutes a new or continuing violation of the CC&Rs and the rights of the other members of the Association.

**Changes to Landscape and Hardscape in Violation of the Governing Documents**

27. Section 17(e) of the CC&Rs states "No Improvement may be undertaken on a Lot without prior approval of the Architectural Control Committee." Section 28(h) of the CC&Rs states, "No fences, hedges used for screening, walls, or screens shall be erected on any Lot unless first approved by the Architectural Control Committee."

28. Section 3 of the Guidelines require an owner to request approval of the Board whenever he or she, "plans to build, reconstruct, add onto, refinish the exterior, or change the vegetation or landscaping in any way."

29. Section 5(c)(7) states, there shall be "[n]o removal of existing trees, shrubs, large rocks or other natural formations without consent of the Architectural Control Committee."

30. Section 28(t) of the CC&Rs states that there shall be no construction on any properties within the Association except within the "Building Envelopes as such are set forth in the Subdivision Map."

31. Since approximately 2016, Cross-Defendant has made changes to the topography and

1 grading of the Property by moving soil, bringing in fill, altering vegetation, and otherwise affecting  
2 the grade and landscaping of the Property, without first obtaining approval of the Architectural  
3 Control Committee as required by section 17(c) of the CC&Rs and section 3 of the Guidelines..

4 32. In or about 2013, Cross-Defendant submitted plans to the Association for construction  
5 work Cross-Defendant intended to do on the Property. Cross-Defendant was unable to complete that  
6 work within one year due, in part, to multiple changes to his building plans. Pursuant to CC&Rs  
7 section 17(i) Cross-Defendant's failure to complete construction within one year after approval is  
8 considered noncompliance with the submitted plans and required resubmission.

9 33. Cross-Defendant resubmitted their plans. On February 23, 2018, the resubmittal was  
10 denied. On April 6, 2018, the Architectural Control Committee received a further resubmittal of the  
11 plans in which Cross-Defendant had significantly changed the size, quantity and location of the  
12 buildings. Portions of the proposed structures were not within the building envelope as set forth on  
13 the Subdivision Map as required by CC&Rs § 17(i).

14 34. In denying the resubmitted plans, the Architectural Control Committee acted in good faith  
15 in accordance with the Governing Documents, and after adequate investigation of all relevant facts  
16 that would inform the Committee's opinion. (CC&Rs §17(n).) Cross-Defendant have, and continue  
17 to, breach the equitable servitudes that are the Governing Documents.

18 35. Knowing that the plans had been denied, Cross-Defendant proceeded to clear trees and  
19 vegetation, grade a large area, dig foundation trenches, build retaining walls, and construct  
20 structures in violation of section 17(c) of the CC&Rs and Section 3 of the Guidelines.

21 36. Cross-Complainant is informed and believes that some structures built without approval  
22 are outside the building envelope as shown on the subdivision map in violation of section 17(i) of  
23 the CC&Rs..

24 37. Cross-Defendant undertook substantial landscaping including, but not limited to,  
25 vegetation removal, grading, tree planting, installation of irrigation, and creation of rock planters  
26 and walls on portions of their lots without approval of the Association as required section 17(c) of  
27 the CC&Rs and Section 3 of the Guidelines.

28 38. Cross-Defendant has installed a propane tank on their Lot without approval of the

1 Association in violation of section 17(c) of the CC&Rs and Section 3 of the Guidelines.

2 **Operation of a Commercial Business in Violation of the Governing Documents**

3 39. CC&Rs § 28(a) states, "Each Lot . . . shall be improved and used exclusively for single  
4 family residential purposes. No occupation, profession, trade or other nonresidential use shall be  
5 conducted on any Lot of in any building."

6 40. At all relevant times, Cross-Defendant has operated commercial businesses on the  
7 Property, selling industrial and military generators. Such businesses, Generator Joe Inc., an  
8 industrial equipment supplier, and AmeriFlare, a distribution service, are listed as being located at  
9 Cross-Defendant's address. These commercial activities are in violation of section 28(a) of the  
10 CC&Rs.

11 41. These commercial activities result in heavy trucks traversing the residential streets of the  
12 subdivision, in industrial noise, and other annoyances to the residential community.

13 42. Each day Cross-Defendant operates such commercial businesses on Cross-Defendant's  
14 Property constitutes a new or continuing violation of the CC&Rs and the rights of the other  
15 members of the Association.

16 **Installation and use of exterior speakers or other sound devices.**

17 43. Section 13 of the CC&Rs states: "Without limiting any of the foregoing, no exterior  
18 speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for  
19 security purposes, shall be located, placed, or used on a Lot."

20 44. Cross-Complainant is informed and believes, and thereon alleges, that Cross-Defendant  
21 has installed exterior speakers or other sound device, and within the last five years Cross-Defendant  
22 has regularly used such speakers or sound devices for loudly playing music. Such music can be  
23 heard at many other homes within the subdivision.

24 **SECOND CAUSE OF ACTION**  
25 **(Trespass to Land)**

26 45. Cross-Complainant hereby incorporates all allegations of paragraphs 1 through 44 as  
27 though fully set forth here.

28 46. In or around early March of 2018, Cross-Defendant, without Cross-Complainant's

1 consent, entered onto the Common Area, dug a deep trench into the Common Area Lot 124  
2 perpendicular to Muirfield Court and running towards a creek area (the "trench"). The Trench was  
3 dug into and through the root system of Association oak trees, endangering the trees. Furthermore,  
4 this Trench was a violation of Sonoma County zoning ordinances in that it unlawfully discharges  
5 into the County's storm water system.

6 47. As a proximate result of digging the Trench into the ground of the Common Area Lot 124,  
7 Cross-Complainant's property was damaged to such an extent that significant repairs were  
8 necessary to restore the land to a safe condition that is not in violation of storm water discharged  
9 laws.

10 48. These acts by Cross-Defendant were willful and malicious in that Cross-Defendant was  
11 aware that his trespass was in violation of the CC&Rs and that such trespass would damage the  
12 Common Area and acted in conscious disregard for Cross-Complainant's property rights. Cross-  
13 Complainant is therefore entitled to punitive damages as well as compensatory damages.

14 **THIRD CAUSE OF ACTION**  
15 **(Injunction)**

16 49. Cross-Complainant incorporates each and every allegation set forth in paragraphs 1  
17 through 48, as though the same were fully set forth herein.

18 50. CC&Rs section 3 states that "Any breach of interference with an of the rights or benefits  
19 herein established may be enjoined or abated by appropriate proceedings by the Association or any  
20 Owner."

21 51. Beginning in or around 2016, and continuing to the present, Cross-Defendant wrongfully  
22 altered his Property without approval in breach of the CC&Rs.

23 52. Beginning in or around 2018, Cross-Defendant altered the Common Area without consent  
24 of the Association in breach of the CC&Rs.

25 53. Over the last five years, Cross-Defendant has wrongfully held exclusive use of portions of  
26 Common Area Lot 124.

27 54. Over the last 5 years, Cross-Defendant operated industrial businesses from their Lots in  
28 violation of the CC&Rs.



1 55. Over the last 5 years Cross-Defendant has installed or maintained exterior speakers or  
2 sound devices and used them to loudly play music.

3 56. On several occasions Cross-Complainant has demanded that Cross-Defendant stop this  
4 conduct and restore the Common Area to its original condition prior to the damage wrought by  
5 Cross-Defendant. Cross-Complainant has also demanded that Cross-Defendant adhere to the  
6 Governing Documents, cease all alterations to their Property without approval. Cross-Defendant has  
7 repeatedly refused, and continues to refuse, these requests.

8 57. Cross-Defendant's wrongful conduct, unless and until enjoined and restrained by order of  
9 this court, will cause great or irreparable injury to Cross-Complainant in that failure to follow the  
10 Governing Documents detracts from the aesthetic value of the community and adversely affects  
11 both the value of homes within the Association, and the quiet enjoyment by other residents of the  
12 Association. Plaintiff has no adequate remedy at law for the injuries currently being suffered  
13 because, despite numerous notices, hearings, and fines, Cross-Defendant has failed and continues to  
14 refuse to stop trespassing and damaging Cross-Complainants' land and to abide by the Governing  
15 Documents. Unless ordered by the court, Cross-Defendant will continue with these violations.

16 58. Cross-Complainant is likely to prevail on the merits of this case because Cross-Defendant  
17 is knowingly flouting the restrictions and rules of the Association with no reasonable belief that he  
18 has a right to do so, particularly given the numerous warnings, hearings, and fines assessed against  
19 him as a result of this conduct.

20 59. Cross-Defendant's failure to abide by the rules of the Association is an injustice to the  
21 members of the Association who chose to live in a homeowners association specifically to reap the  
22 benefits of the stability, predictability, and quiet enjoyment that come from a community of  
23 residents who abide by the rules promulgated by the members. The court can most effectively  
24 redress this injustice through its power in equity. Therefore, an injunction should be granted.

25 **FOURTH CAUSE OF ACTION**  
26 **(Declaratory Relief)**

27 60. Cross-Complainant incorporates each and every allegation set forth in paragraphs 1  
28 through 59, as though fully set forth here.

1       61. An actual controversy has arisen and now exists between Cross-Complainant and Cross-  
2 Defendant concerning their respective rights and duties in that Cross-Complainant contends Cross-  
3 Defendant is trespassing and has no legal right to alter the property of Cross-Complainant whereas  
4 Cross- Defendant disputes these contentions and contends that the need for drainage of his Property  
5 supersedes the legal rights of Cross-Complainant to control its property.

6       62. There is a further actual controversy concerning the right of Cross-Complainant to enforce  
7 the Governing Documents within Cross-Defendant's Property. Specifically, Cross-Complainant  
8 contends it has a duty to all members of the Association to enforce the Governing Documents while  
9 Cross-Defendant contends Cross-Complainant does not uniformly enforce the Governing  
10 Documents and therefore has no right to enforce them at all as to Cross-Defendant's actions on his  
11 Property.

12       63. There is a further actual controversy concerning the right of Cross-Complainant to enforce  
13 the Governing Documents requirement that all structures be within the building envelope as shown  
14 on the subdivision map. Specifically, Cross-Complainant contends it has a duty to all members of  
15 the Association to enforce the Governing Documents while Cross-Defendant contends that revision  
16 of the building envelope in the City's approval of his building plans renders the CC&Rs  
17 requirement that structures be within the building envelope shown on the map unenforceable.

18       64. Cross-Complainant desires a judicial determination of its rights and duties, and a  
19 declaration as to which party's interpretation of the Governing Documents is correct.

20       65. A judicial declaration is necessary and appropriate at this time under the circumstances in  
21 order that Cross-Complainant may ascertain its rights and duties in respect to the Governing  
22 Documents. Declaratory relief would have practical effect by informing parties' future conduct in  
23 relation to their ongoing relationship as Association and member of the Association.

24  
25       WHEREFORE, Cross-Complainant prays for judgment against Cross-Defendant as  
26 follows:


27       1. For a preliminary injunction and a permanent injunction requiring Cross-Defendant and his  
28 agents, representatives, and employees, and all persons acting under, in concert with, or for him:

- a. To refrain from commencing, continuing, or maintaining, the trespass on Cross-Complainant's property;
- b. To remove the alterations he has made with walls, landscaping, and other structures in Common Area Lot 124 and to restore the Common Area to its original condition prior to the entrance of Cross-Defendant;
- c. To refrain from commencing, continuing, or maintaining violations of the Governing Documents in or around the Property;
- d. To cure the violations of the CC&Rs by bringing the Property into conformity with the Governing Documents.

2. For a declaration that Cross-Defendant have no legal right to alter the Common Area without approval of Cross-Complainant, to alter or improve his lot without approval of Cross-Complainant, to construct structures outside the building envelope as shown on the Map and, further, that Cross-Complainant has a duty to all of the members of the Association to enforce the Governing Documents and may require Cross-Defendant to adhere to the Governing Documents with regard to their Property;

3. For damages in amount prove at trial;
4. For costs of suit herein incurred;
5. For reasonable attorney's fees according to proof;
6. For punitive damages; and
7. For such other and further relief as the court may deem proper.

Dated: April 15, 2019

  
ZIMMERMAN PAVONE LLP  
By: Barbara C. Zimmerman, Attorneys for Cross-Complainant Fairway View Estates Homeowners Association

1 PROOF OF SERVICE BY U.S. MAIL

2 Romano v. Fairway View Estates, et al.  
3 Sonoma County Superior Court, Case No. SCV 262714

4 STATE OF CALIFORNIA )  
5 )  
6 COUNTY OF SONOMA )

7 I am employed at Zimmerman Pavone, LLP, in the County of Sonoma, State of  
8 California. I am over the age of eighteen years and not a party to the within action. My business  
9 address is 131A Stony Circle, Suite 500, Santa Rosa, California. On the date indicated below, I  
served a true copy of the following document(s):

10 **CROSS-COMPLAINT FOR BREACH OF EQUITABLE SERVITUDES, TRESPASS TO**  
11 **LAND, INJUNCTION, AND DECLARATORY RELIEF**

12 on the interested parties by placing true and complete copy(ies) thereof, in sealed envelope(s)  
13 addressed as follows:

14 Philip J. Terry, Esq.  
15 Samantha Pungprakearti, Esq.  
16 Carle, Mackie, Power & Ross, LLP  
17 100 B Street, CA 95401  
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***Plaintiff***

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23 ***Counsel for Defendant***

***Counsel for Defendant***

24 \_X\_ (BY MAIL) I placed each such sealed envelope, with postage fully prepaid for first-class  
25 mail, for collection and mailing at Zimmerman Pavone LLP, Santa Rosa, California following  
26 the ordinary business practices. I am readily familiar with the practice of Zimmerman Pavone  
27 LLP for collection and processing of correspondence, said practice being that in the ordinary  
28 course of business, correspondence is deposited in the United States Postal Service the same day  
as it is placed for collection.

1 \_\_\_\_ (BY FACSIMILE) I caused each such document to be delivered by facsimile to the  
2 individual/firm listed above from the offices of Zimmerman Pavone LLP, Santa Rosa,  
3 California following ordinary business practices.

4 \_\_\_\_ (BY OVERNIGHT DELIVERY) I placed each such sealed envelope, with delivery fees  
5 provided for, for collection and overnight delivery at Zimmerman Pavone, Santa Rosa, California  
6 following the ordinary business practices.

7 \_\_\_\_ (PERSONAL SERVICE) I caused each sealed envelope to be personally delivered, by  
8 leaving it with the person to whom it was directed, the office receptionist or with a person having  
9 charge thereof, clearly labeled to identify the person being served.

10 \_\_\_\_ (BY ELECTRONIC MAIL) Concurrently with one of the methods of service listed above, I  
11 served a copy of the above-named document(s) via email, at the email(s) listed above, to ensure  
12 service in a timely manner.

13 I declare under penalty of perjury under the laws of the State of California that the  
14 foregoing is true and correct, and that this declaration is executed on April 15, 2019, at Santa  
15 Rosa, California.

16   
17 Monica Lehre

## Exhibit A

RECORDED AT THE REQUEST OF  
AND RETURN TO:

McMillan & Shureen LLP  
50 Santa Rosa Avenue, Suite 200  
Santa Rosa, CA 95404



**2016005999**

Official Records Of Sonoma County  
William F. Rousseau  
01/26/2016 01:16 PM  
GENERAL PUBLIC

**DCLRE 71 Pgs**

**Fee: \$223.00**



**FIRST RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF FAIRWAY VIEW ESTATES**

**FIRST RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
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**FIRST RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF FAIRWAY VIEW ESTATES**

The Declaration of Covenants, Conditions and Restrictions of Fairway View Estates executed by FAIRWAY VIEW ESTATES, a joint venture comprised of SEVENTEENTH HOLE INC., a California corporation, and AKERUE, Inc., a California corporation (the "Declarant"), on December 30, 1980, and recorded on February 19, 1981, as Document No. 81-008927 of the Official Records of Sonoma County, California, and as amended by Amendment recorded on June 2, 1982, as Document No. 82-29172 of the Official Records of Sonoma County, California (collectively, the "Original Declaration") which affects the following described real property situated in the City of Santa Rosa, County of Sonoma, State of California, is hereby amended and restated in its entirety by this First Restated Declaration of Covenants, Conditions and Restrictions (this "Declaration"):

PARCELS A, D, E, and F and Lots 1 through 126, inclusive, as shown on the Subdivision Map entitled "FAIRWAY VIEW ESTATES CITY OF SANTA ROSA, STATE OF CALIFORNIA", which Map was filed for record in the Office of the Recorder of the County of Sonoma, State of California, on December 5, 1980 in Book 315 of Maps at Pages 13 through 19, inclusive (hereinafter referred to as the "Map").

WHEREAS, the real property hereinbefore described constitutes a "planned development" as that term is defined in Civil Code Section 4175 and is subject to the Davis-Stirling Common Interest Development Act (Civil Code Section 4000 et seq.);

WHEREAS, Declarant, the original owner of the real property hereinbefore described, subjected said real property to certain covenants, conditions and restrictions and developed said real property pursuant to a general plan and scheme thereby carrying out a uniform plan of development, and imposed thereon mutually beneficial restrictions under a general plan and scheme of improvement for the benefit of all said Lots, the structures to be built thereon and the future Owners thereof;

WHEREAS, Declarant declared in the Original Declaration that all of the real property hereinbefore described is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to and restricted for the benefit of all said real property and the future Owners thereof to the covenants, conditions and restrictions set forth in the Original Declaration, which shall constitute mutual equitable servitudes and rights which shall run with the land for the benefit of all of the real property hereinbefore described and the future Owners thereof and shall be binding upon any future Owner of an interest in said real property;

WHEREAS, the Declarant held, sold and conveyed the real property hereinbefore described subject to certain covenants, conditions, restrictions, limitations, reservations, liens, grants of easement, rights, rights-of-way, charges, and equitable servitudes as set forth in the Original Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and all of which shall run with said real property

and shall be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and

WHEREAS, on September 1, 2015, Owners representing not less than fifty-one percent (51%) of the voting power of the Association voted by written ballot to amend and restate the Original Declaration in accordance with the procedures for amendment set forth in the Original Declaration. It was the intention of the Owners to replace the Original Declaration, in its entirety, with the recordation of this Declaration. The Owners' action to amend and restate the Original Declaration as set forth herein and the fact that the requisite percentage of affirmative votes required in the Original Declaration was achieved and the consent of the City of Santa Rosa required in the Original Declaration attached hereto as Exhibit C was obtained, is attested by the execution of this Declaration by duly authorized officers of the Association, as required by Section 4270(a) of the California Civil Code. As so amended and restated, the easements, restrictions, reservations, liens, charges, covenants and conditions set forth herein shall constitute enforceable equitable servitudes and covenants that run with the real property hereinbefore described and shall be binding on all parties having or acquiring any right, title, or interest therein, or any portion thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

1. Lots, Common Area and Easements. In order to permit the orderly use and occupancy of the Lots and the residence buildings constructed thereon and to be constructed thereon and surrounding area, in order to permit the development of a residential scheme, in order to permit pedestrian and vehicular ingress and egress and to provide freedom of movement through portions of the real property hereinbefore described, the Original Declaration established and this Declaration restates certain Lots and a Common Area as follows:

(a) One hundred thirty (130) parcels which are shown as Lots 1 through 126, inclusive, and Parcels A, D, E and F on the Subdivision Map hereinbefore referred to, showing locations, sizes and boundaries of each Lot and Parcel.

(b) Lots 119 through 126, inclusive, and Parcels A and F as shown on the Map (which excludes Lots 1 through 118, inclusive and Parcels D and E) are hereby declared to be the Common Area.

(c) Each of Lots 1 through 126, inclusive, together with Parcels A and F, whether unimproved or improved with a structure, shall be affected by and subject to the Covenants, Conditions and Restrictions in this Declaration (hereinafter referred to as "Restrictions"). Each of Lots 1 through 118, inclusive, shall be single family residential building sites or improved by single family residences. Lots 119 through 126, inclusive and Parcel F shall be Common Area restricted as to building of structures and subject to a scenic easement in favor of the City of Santa Rosa. Parcel A shall be Common Area, free of building restriction and said scenic easement and reserved as a future recreation area for the Association; provided, however, that there shall be no development of Parcel A without the vote or written consent of not less than fifty-one percent (51%) of the voting power of the Association in favor of such development, and otherwise Parcel A shall be maintained

in the same manner as Lots 119 through 126, inclusive, and Parcel F. A copy of the Sonoma County Assessor's Parcel Maps showing the location of Lots 1 through 126 and Parcels A and F for purposes of reference only is attached hereto as Exhibit A.

(d) Summerfield Road, Tee View Court, Golf View Terrace, Foxwood Place, Muirfield Court, Ravenwood Place, Woodview Drive, Westover Court, Westfield Place, Woodcliff Court, and Westline Court have been dedicated on the map for streets and public use.

(e) Parcel D has been dedicated for water pumps and Parcel E has been dedicated for water storage. Parcel F has been conveyed to the FAIRWAY VIEW ESTATES HOMEOWNERS ASSOCIATION as Common Area, subject, however, to future dedication for the extension of Summerfield Road.

(f) The Original Declaration created and this Declaration restates the following easements for the benefit of the Owners over the Common Area:

(i) The non-exclusive right of the Owners of Lots 49, 50, 51, 52 and 69 to use the Sewer, Water, Private Storm Drain, Private Driveway and Public Utility Easement over Lot 124 for vehicular and pedestrian ingress and egress and for utility purposes.

(ii) The non-exclusive right of the Owners of Lots 117 and 118 to use the Water and Public Utility Easement over Lot 119 and Parcel F for utility purposes.

(iii) The non-exclusive right of the Owners of Lots 117 and 118 to use the Temporary Private Driveway Easement over Lot 119 and Parcel F until the extension of Summerfield Road, the dedication of Parcel F and completion of street improvements on Parcel F for vehicular and pedestrian ingress and egress.

(iv) The non-exclusive right to use, occupy and enjoy Lots 119, 120, 121, 122, 123, 124, 125 and 126 and Parcels A and F, subject to these Restrictions and such other rules and regulations promulgated by the Board of Directors of FAIRWAY VIEW ESTATES HOMEOWNERS ASSOCIATION.

(v) The right to construct, maintain and operate utilities within the Public Utility Easements designated on the Map.

(g) The Original Declaration created and this Declaration restates the following Water, or Sewer, or Private Storm Drain, or Private Driveway, or Public Utility Easements as shown on the Map:

- (i) Over Lot 3 for the benefit of Lot 2;
- (ii) Over Lot 2 for the benefit of Lot 3;

- (iii) Over Lot 59 for the benefit of Lot 58;
- (iv) Over Lot 58 for the benefit of Lot 59;
- (v) Over Lot 64 for the benefit of Lot 65;
- (vi) Over Lot 65 for the benefit of Lot 64;
- (vii) Over Lot 85 for the benefit of Lot 86;
- (viii) Over Lot 86 for the benefit of Lot 85;
- (ix) Over Lot 38 for the benefit of Lot 39;
- (x) Over Lot 39 for the benefit of Lot 38;
- (xi) Over Lot 68 for the benefit of Lot 69;

(h) Each of the above easements are declared to be appurtenant the Lot benefited, and any conveyance of a Lot or a portion thereof unaccompanied by a like conveyance of a corresponding appurtenant easement over the Common Area shall nevertheless convey such easement by reason of its appurtenance; and any conveyance of any such easement unaccompanied by a like conveyance of a corresponding interest in a Lot shall be void.

(i) None of the rights and obligations of the Owners created herein, or by the deeds creating the Lots, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

## 2. Definitions.

(a) "Association" shall mean the FAIRWAY VIEW ESTATES HOMEOWNERS ASSOCIATION, a California Non-Profit Mutual Benefit Corporation, membership in which shall be limited to Owners and in which all Owners shall have a membership interest.

(b) "Association Rules" or "Rules" shall refer collectively to rules, regulations, and policies adopted by the Board of Directors including, without limitation, the Architectural Control Guidelines, as may be in effect from time to time.

(c) "Board" or "Board of Directors" shall mean the governing body of the Association elected pursuant to Article 8 hereof.

(d) "Building Envelope" shall be considered as building setback lines and shall mean that certain area of a Lot designated on the Map in which the construction of improvements is permitted in accordance with the provisions of these Restrictions.

(e) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area is shown on the Map as Lots 119 through 126, inclusive, and Parcels A and F. Unless the context indicates a

contrary intent, any reference herein to the "Common Area" shall also include any Common Facilities constructed, installed, or located thereon.

(f) "Common Facilities" shall mean parking areas, trees, hedges, plantings, lawns, shrubs, landscaping, fences, utilities, berms, pipes, lines, lighting fixtures, structures, driveways, walkways, and other facilities constructed or installed, or to be constructed or installed, or currently located within the Common Area and owned by the Association.

(g) "Development" shall mean all parcels of real property (Common Area and Lots) hereinbefore described and commonly referred to as Fairway View Estates together with all buildings, structures, utilities, Common Facilities, and other improvements now located or hereafter constructed or installed thereon, and all appurtenances thereto.

(h) "Governing Documents" shall refer collectively to this Declaration, the Association's Articles of Incorporation and Bylaws, and the Association Rules, as the same may be amended from time to time.

(i) "Improvement" shall mean the construction, installation, placement, alteration, replacement (other than like-kind replacement as originally constructed or as previously approved by the Architectural Control Committee), remodeling, or removal of any structure, landscaping, fixture, equipment, utilities, or finishes (including color scheme) on any Lot or Residence, including, without limitation, any garage, outbuilding, roofing material, gutter, skylight, siding, trim, window, awning, shutter, screen, door, driveway, walkway, fence, wall, tree, hedge, lawn, planter, deck, patio, spa, air conditioning equipment, solar heating equipment, antenna, pole, utility line, satellite dish or patio cover; provided, however, that the term "Improvement" shall not include any structure, landscaping, fixture, furnishing, equipment, utilities, or finishes that are restricted entirely to the interior of any Residence.

(j) "Lots" shall mean each parcel of real property within the Development owned by an Owner. The Lots are shown on the Map as Lots 1 through 118, inclusive. Unless the context indicates a contrary intent, any reference herein to "Lot" shall also include the Residence and parking areas, trees, hedges, plantings, lawns, shrubs, landscaping, fences, utilities, berms, pipes, lines, lighting fixtures, structures, driveways, walkways, and other facilities constructed or installed, or to be constructed or installed, or currently located within the Lot.

(k) "Map" shall mean the Subdivision Map entitled "FAIRWAY VIEW ESTATES CITY OF SANTA ROSA, STATE OF CALIFORNIA", which Map was filed for record in the Office of the Recorder of the County of Sonoma, State of California, on December 5, 1980 in Book 315 of Maps at Pages 13 through 19, inclusive.

(l) "Member" shall mean the holder or, collectively, the holders of a membership in the Association.

(m) "Mortgage" shall mean a deed of trust as well as a mortgage in the conventional sense.

(n) "Mortgagee" shall mean and include a beneficiary under or holder of a deed of trust as well as a mortgage.

(o) "Owner" or "Owners" shall mean the holder or holders of record fee title to a Lot, provided, however, that said term shall mean resident contract purchaser or purchasers of any Lot being purchased for residential use by the purchaser under a bona fide, duly recorded contract of purchase, and not the fee Owner thereof. Owners shall be entitled to exercise the rights and privileges of membership in the Association for themselves for each Lot owned.

(p) "Residence" shall mean a building or buildings, including any garage, carport or similar outbuilding, used for residential purposes.

3. Covenants to Run with the Land. In the event of any conveyance of any portion of the property subject to these covenants, conditions and restrictions, each grantee shall accept the same subject to all of the covenants, conditions and restrictions herein and each shall agree to be bound by the same. The burdens imposed by the covenants, conditions and restrictions in this Declaration are to be imposed upon the grantees of all Lots, will constitute a general scheme for the benefit of all Owners, and shall constitute covenants running with the land or equitable servitudes on the land, as the case may be, and are intended to and shall be binding upon any future Owner of an interest in the herein described property. Any breach or interference with any of the rights or benefits herein established may be enjoined or abated by appropriate proceedings by the Association or any Owner. Failure to enforce any condition or covenant herein contained shall not constitute a waiver of the right to do so thereafter.

4. Association. All Owners shall be members of the Association for the purpose of regulating and conducting the business affairs of the Development. It was created by Articles of Incorporation and its affairs are governed in accordance with its By-Laws. There shall be no sale or development of the Common Area except for any future construction of recreational facilities on Parcel A upon the vote of the Members in accordance with Article 1(c).

Each Owner by virtue of being an Owner and for so long as he is an Owner shall be a member of the Association. Where there is more than one record Owner, any or all of such persons may attend any meeting of the Owners, but it shall be necessary for those present to act unanimously in order to cast the vote to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons.

There shall be no sale or development of the Common Area. There shall be no judicial partition of the Common Area, or any part thereof, nor shall any Owner or other person acquiring any interest in any Lot, or any part thereof, seek any such judicial partition.

(e) Notice of Election. Any two (2) persons who are designated of record as being members of the most recent Board may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board. The most recently recorded affidavit shall be prima facie evidence that the persons named therein are all the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

(f) Vacancies. A vacancy in the Board of Directors exists in the case of the happening of any of the following events:

- (i) The death, resignation or removal of any Director;
- (ii) The authorized number of Directors is increased; or
- (iii) At any annual, regular or special meeting of members at which any Director is elected, the members fail to elect the full authorized number of Directors to be voted for at the meeting.

Except with the vote or written assent of a majority of the voting power of the Association, the Board is prohibited from filling a vacancy on the Board created by the removal of a Director. Otherwise vacancies may be filled by a majority of the remaining Directors, though less than a quorum, or by a sole remaining Director. Each Director so elected shall hold office until his successor is elected at an annual, regular or special meeting of the Members.

The Members may elect a Director any time to fill any vacancy not filled by the Directors. If the Board of Directors accepts the resignation of a Director tendered to take effect at a future time, the Board or the Members may elect a successor to take office when the resignation becomes effective. A reduction of the authorized number of Directors does not remove any Director prior to the expiration of his term of office.

(g) Removal of Directors. Any Director or the entire Board of Directors may be removed from office by a vote of Members holding a majority of the outstanding memberships entitled to vote at an election of Directors. If any or all Directors are so removed, new Directors may be elected at the same time.

9. Authority of the Board. The Association shall have all of the powers set forth in the Articles of Incorporation together with its general powers as a California Non-Profit Mutual Benefit Corporation, generally to do any and all things that a corporation organized under the laws of California may lawfully do in operating for the benefit of its members, subject only to the limitations upon exercise of such powers as are expressly set forth in the Articles, the Bylaws and these Restrictions, and to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of these Restrictions and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any

of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the Owners and their guests.

Without in any way limiting the generality of the foregoing, the Board shall have the following authority, duties and powers to be exercised for the benefit of the Lots and the Owners:

(a) To manage, operate, maintain, repair, landscape, care for and preserve the Common Area and the Common Facilities to the standard of maintenance prevalent in the neighborhood and to pay for such equipment, tools, supplies and other personal property for use in such maintenance;

(b) To elect officers of the Association to fill vacancies on the Board except the Board shall not fill a vacancy created by removal of a Board member;

(c) To levy annual assessments in advance for maintenance and other purposes, and to create assessment funds into which the Board shall place all sums collected by assessment or otherwise, such funds to be used and expended for the purposes herein set forth;

(d) To maintain and replace street name signs according to the guidelines of the City of Santa Rosa, provided, however, such signs may not be removed for over 30 days for repair or replacement and provided further that temporary signs will be installed immediately upon removal of the permanent signs;

(e) To increase the annual assessment or vote a special assessment in excess of that amount if required to meet any necessary additional expenses in accordance with Article 14, below, and subject to the limitations set forth therein. To use and expend the assessments collected to manage, maintain, care for and preserve the grounds and improvements located on the Common Area. The Board shall determine in its absolute discretion, when such maintenance or repairs shall be necessary;

(f) To pay taxes and assessments levied and assessed against the Common Area and Common Facilities (except taxes or assessments assessed to the separate Lots) and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance;

(g) To pay for all public utilities for the Common Area and Common Facilities (except for utilities individually metered to Residential Lots), and legal and accounting services necessary in the proper operation of the Common Area or the enforcement of these Restrictions;

(h) To repair and replace the Common Facilities;

(i) To contract for and pay premiums for fire, casualty, liability, and other insurance and bonds that may be required from time to time by the Association including



insuring the Common Facilities against destruction by fire and other casualties as may be applicable;

(j) To collect the delinquent assessments by suit or otherwise and to enjoin or seek damages from other Owners for violations of the covenants herein contained on the part of the Owners to be performed or for violations of the Association Rules;

(k) To employ the services of a person or firm, subject to Article 19, to manage the affairs of the Association herein called the "Manager" to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Common Area, whether such personnel are employed directly by the Board or are furnished by the Manager; provided, however, any contract for such services must provide for termination: (1) for cause upon thirty (30) days written notice by the Association; (2) by either party without cause or payment of a termination fee on ninety (90) days or less written notice; and (3) shall be limited in duration to one (1) year unless a longer period is approved by a majority of the members of the Association;

(l) To enter into contracts subject to the limitations in subparagraph (y) of this Article, except that neither the Board nor any officer may encumber or dispose of any interest of any Owner except in order to satisfy a judgment against such Owner for violation of these Restrictions as permitted by law;

(m) To make reasonable rules and regulations concerning the use of the Lots and Common Area and to amend the same from time to time, and, subject to satisfaction of the requirements of Civil Code Section 4350, such rules and regulations and amendment shall be binding upon the Owners when the Board has approved them in writing; a copy of such rules and regulations and all amendments shall be delivered to each Owner prior to the time when the same shall become effective;

(n) To implement schedules of reasonable fines and penalties for violations of these Restrictions or the Association Rules, after notice and a hearing satisfying the minimum requirements of Section 7341 of the Corporations Code, Section 5855 of the Civil Code, and Article 15, below, prior to any decision to impose discipline;

(o) Within the limitations of Article 9(r) below, to maintain and paint the Residences, including without limitation, painting, replacement of trim, caulking and the repairs to the roof covers and to make repairs of a structural nature;

(p) To acquire and pay for out of the appropriate assessment fund any materials, supplies, furniture, labor, services, maintenance repair, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these Restrictions or by law, or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of these Restrictions;

(k) First mortgagees shall have the right to examine the books and records of the Association or any other entity which own the common property of the Association.

17. Architectural Control Committee. There shall be an Architectural Control Committee consisting of seven (7) persons, at least one of whom shall be a member of the Board of Directors, and each of whom shall be a Lot Owner.

(a) Designation of Members and Terms of Office:

(i) Members: Members of the Architectural Control Committee shall serve for a term of three (3) years commencing on the date on which they are appointed, and continuing until their respective successors are appointed, or until their death, resignation or removal whichever is earlier; provided, that if any Member ceases to be an Owner, his membership on the Architectural Control Committee shall thereupon terminate. Any new member appointed to replace an existing member shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed; however, no person shall serve as a member of the Architectural Control Committee for a period in excess of six (6) years in any ten (10) year period.

(ii) Appointment and Removal: The right to appoint and remove all member and alternate members of the Architectural Control Committee shall be vested solely in the Board of Directors. Exercise of the right to appointment and removal, as set forth herein, shall be evidenced by the specification in the minutes of the Association of each new Committee member appointed and each member replaced or removed from the Architectural Control Committee.

(iii) Resignations: Any member of the Architectural Control Committee may at any time resign from the Committee upon written notice delivered to the Board of Directors.

(iv) Vacancies: Vacancies on the Architectural Control Committee, however caused, shall be filled by the Board of Directors.

(b) Duties: It shall be the duty of the Architectural Control Committee to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to propose amendments to the Architectural Control Guidelines for adoption by the Board of Directors, to perform other duties delegated to it by the Board of Directors, and to carry out all other duties imposed upon it by these Restrictions.

(c) Meetings: The Architectural Control Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any four (4) members shall constitute an act by the Committee. The Committee shall keep and maintain a record of all actions taken by it at such meeting or otherwise and make such

records at all times available to the Board of Directors. The members of the Architectural Control Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of any Architectural Control Committee function.

(d) Architectural Control Guidelines: The Board of Directors may, from time to time and in its sole discretion, adopt, amend and repeal, rules and guidelines to be known as "Architectural Control Guidelines." The Architectural Control Guidelines shall interpret and implement the provisions hereof by setting forth the standards and procedures for Architectural Control Committee review and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in Fairway View Estates; provided, however, that the Architectural Control Guidelines shall not be in derogation of the minimum standards required by these Restrictions.

(e) Application for Approval of Improvements: No Improvement may be undertaken on a Lot without prior approval of the Architectural Control Committee. Any Owner proposing to perform any work of any kind whatever which requires the prior approval of the Architectural Control Committee shall apply to such Committee in the format required by the Architectural Control Guidelines for approval of the proposed work by notifying the Architectural Control Committee of the nature of the proposed work with such information as the Committee may require, including but not limited to: (i) a plot plan of the Lot showing the location of all existing and proposed improvements; (ii) floor plans; (iii) elevation drawings; (iv) a description of exterior materials and colors; (v) the Owner's proposed construction schedule; and (vi) such further information set forth in the Architectural Control Guidelines. Upon receipt of all such information, the Architectural Control Committee shall notify the Owner in writing that the Owner's application for approval is complete and will be approved or rejected within forty-five (45) days of said notice.

(f) Basis for Approval of Improvements: The Architectural Control Committee shall grant the requested approval only if:

(i) The Owner shall have complied with the provisions of paragraph (e) above; and

(ii) The Architectural Control Committee shall find the plans and specifications conform to these Restrictions, and to the Architectural Control Guidelines in effect at the time such plans were submitted to the Committee; and

(iii) The members of the Architectural Control Committee in their sole discretion determine that the proposed improvements would be compatible with the standards of Fairway View Estates and the purposes of these restrictions as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations.

(g) Form of Approval: All approvals given under paragraph (f) shall be in writing; provided, however, that any completed application for approval as shall be evidenced only by the Architectural Control Committee's written notice in accordance with Article 17(e), above, which has not been rejected within forty-five (45) days from the date of said notice shall be deemed approved as of the date of expiration of said 45-day period.

(h) Proceeding with Work. Upon receipt of approval from the Architectural Control Committee pursuant to paragraph (g) above, including any deemed approval, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval, said commencement including issuance of any required building permits to be, in all cases, within one year from the date of such approval. If the Owner shall fail to comply with this paragraph, any approval given pursuant to paragraph (g) above including any deemed approval, shall be deemed revoked and ineffective for all purposes unless the Architectural Control Committee, upon written request of the Owner made prior to the expiration of said one-year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Architectural Control Committee that there has been no change in the circumstances upon which the original approval was granted.

(i) Failure to Complete Work: The Owner shall in any event complete the construction, reconstruction, refinishing, or alteration of any such improvement within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to comply with this paragraph, the Architectural Control Committee shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of paragraph (j) below as though the failure to complete the improvement were a noncompliance with approved plans.

(j) Inspection of Work: Inspection of work and correction of defects therein shall proceed as follows:

(i) Upon the completion of any construction or reconstruction or the alteration or refinishing of the exterior of any improvements, or upon the completion of any other work for which approved plans are required under this Article, the Owner shall give written notice thereof to the Architectural Control Committee.

(ii) Within sixty (60) days thereafter the Architectural Control Committee, or its duly authorized representative, may inspect such improvements to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans. If the Architectural Control Committee finds that such construction, reconstruction, alteration or refinishing

was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period specifying particulars of noncompliance, and shall require the Owner to remedy such noncompliance.

(iii) If upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Architectural Control Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing date shall be not more than thirty (30) days or less than fifteen (15) days after notice of the noncompliance is given to the Board by the Architectural Control Committee. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Board to the Owner, the Architectural Control Committee and, in the discretion of the Board, to any other interested party.

(iv) At the hearing, the Owner, the Architectural Control Committee and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a reimbursement assessment against such Owner.

(v) If for any reason the Architectural Control Committee fails to notify the Owner of any noncompliance within sixty (60) days after actual receipt of said notice of completion from the Owner, as shall be evidenced only by a written acknowledgement of receipt by a member of the Architectural Control Committee, the improvement shall be deemed to be in accordance with said approved plans.

(k) Application for Preliminary Approval: Any Owner proposing to construct improvements requiring the prior approval of the Architectural Control Committee may apply to the Committee for preliminary approval by submission of preliminary drawings of the proposed improvements in accordance with the Architectural Control Guidelines. The purpose of such preliminary approval procedure is to allow an Owner proposing to make substantial improvement an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to

apply for final approval. Applications for preliminary approval shall be considered and disposed of as follows:

(i) Within thirty (30) days after proper application for preliminary approval, the Architectural Control Committee shall consider and act upon such request. The Architectural Control Committee shall grant the approval only if the proposed improvement, to the extent its nature and characteristics are shown by the application, would be entitled to a final approval on the basis of a full and complete application. In granting or denying approval, the Architectural Control Committee may give the applicant such directions concerning the form and substance of the final application for approval as it may deem proper or desirable for the guidance of the applicant.

(ii) Any preliminary approval granted by the Architectural Control Committee shall be effective for a period of ninety (90) days from the date of the issuance thereof. During said period, any application for final approval which consists of proposed improvements in accordance with the provisions of the preliminary approval, and is otherwise acceptable under the terms of these restrictions shall be approved by the Architectural Control Committee.

(iii) In no event shall any preliminary approval be deemed to be an approval authorizing construction of the subject improvements.

(1) Waiver: The approval by the Architectural Control Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Control Committee under these restrictions, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

(m) Estoppel Certificate: Within thirty (30) days after written demand is delivered to the Architectural Control Committee by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Architectural Control Committee shall deliver to such Owner an estoppel certification, executed by any two (2) of its members, certifying (with respect to any Lot of said Owner) that as of the date thereof either (a) all improvements made and other work done upon or within said Lot to the best knowledge of the Architectural Control Committee comply with these Restrictions, or (b) such improvements or work to the best knowledge of the Architectural Control Committee do not so comply in which event the certificate shall also identify the noncomplying improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the Owner, or from anyone deriving any interest in said Lot through him, shall be entitled to rely on said certificate with respect to the matters therein set forth but only for the purpose of the enforcement of these Restrictions by the Association or any Owner, such matters being conclusive as between the Association and all Owners and such persons deriving any interest through them.

(n) Liability: Neither the Association, the Board of Directors, the Architectural Control Committee, nor any member thereof 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 or disapproval of any plans, drawings and 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 of any property within Fairway View Estates or (iv) the execution and filing of an estoppel certificate pursuant to paragraph (m), whether or not the facts therein are correct; provided, however that such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing the Architectural Control Committee, or any member thereof, may, but is not required to, consult with or hear the view of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Architectural Control Committee.

(o) Rules and Guidelines: The current rules and guidelines of the Architectural Control Committee will be available to all Owners or their agents for inspection and copying in the manner provided by Civil Code Section 5205. A copy of the Architectural Control Guidelines in effect as of the execution of this Declaration is attached hereto as Exhibit B. In the event of conflict between any provision of this Declaration and the Architectural Control Guidelines (as such may be subsequently amended in accordance with Article 17(d), above), the provisions of this Declaration shall control.

18. Enforcement by City of Santa Rosa. This Declaration is expressly stated to run to and benefit the City of Santa Rosa, and shall not be amended, cancelled or terminated without the consent of said City. To obtain such consent the Association shall mail a copy of the proposed amendment or of the document canceling or terminating the Declaration by certified mail, return receipt requested to the City Attorney of the City of Santa Rosa.

The Association shall be charged with the responsibility for adequate providing and maintaining landscaping in accordance with plans of Fairway View Estates and the covenants and conditions created hereby. In the event that said Association has not caused necessary maintenance work to be performed, the City of Santa Rosa may, at the sole discretion of the City, perform all such maintenance which is necessary for the preservation and utilization of the property subject to this Declaration. Before undertaking such work, the City shall notify the Association in writing of the necessity of such maintenance. If said maintenance is not performed within a reasonable time as determined by the City, then the City shall have the right but not the duty to cause such maintenance to be accomplished and to assess the cost of said maintenance upon the Association in accordance with the provisions of this Declaration and shall have the power to enter upon the Common Area to perform such maintenance.

19. Delegation to Manager. The Board may delegate any of its duties, powers or functions (except the right to levy fines, hold hearings, impose discipline, make capital expenditures, file suit, record a claim of lien, foreclose for failure to pay assessments, or as otherwise prohibited by law), but not limited to, the authority to give the delinquency statement provided for in Article 14(b)(4) hereof to any person or firm, to act as Manager of the Association,

(1) Notice to be given to the custodian of the records by the member desiring to make the inspection.

(2) Hours and days of the week when such an inspection may be made.

(3) Payment of the cost of reproducing copies of documents requested by a member.

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

28. Use of Lots and the Common Area. The Lots and the Common Area shall be occupied and used as follows:

(a) Each Lot, except a Lot set aside as Common Area, shall be improved and used exclusively for single family residential purposes. No occupation, profession, trade or other nonresidential use shall be conducted on any Lot or in any building. Nothing herein shall be deemed to prohibit any Owner or tenant from maintaining his or her personal business records or accounts therein and handling his or her personal or professional telephone calls or correspondence therefrom or conducting any other activities on his or her Lot otherwise compatible with residential use and the provisions of this Declaration which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization so long as any such activity does not involve exterior signage or create customer traffic within the Development. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof in accordance with subparagraph (u) below.

(b) No single family residential structure shall be constructed on any Lot in the Fairway View Estates subdivision which does not contain at least one thousand five hundred (1,500) square feet (exclusive of garage areas). Nothing herein shall be deemed to prohibit the construction of a second dwelling unit on a Lot (whether or not at least 1,500 square feet) as permitted by applicable laws and in accordance with these Restrictions; provided, however, that the primary dwelling and second dwelling must be used collectively for single family residential purposes and neither dwelling may be leased separate from the other dwelling. No trailer, basement of any incomplete building, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction or improvement of a dwelling shall be expressly approved by the Architectural Control Committee and shall be removed immediately after the completion of construction.



(c) Use of the Common Area shall be limited to the private use for aesthetic and passive recreational purposes by the Owners, tenants, family members and invitees subject to the provisions of these Restrictions and the Association Rules. No hardscape, landscape, personal property, fixtures, refuse, signs, or other items shall be placed on, altered, or removed from the Common Area by anyone other than the Association in connection with its maintenance obligations. Each Owner shall be responsible for any damages to the Common Area which may be sustained by reason of the negligence or willful misconduct of said Owner or of his or her tenants, family members, invitees, employees or contractors.

(d) All garbage and trash containers shall be maintained so as to not be visible from any neighboring property or the street as determined by the Architectural Control Committee except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection.

(e) No Owner shall permit anything to be done or kept on his or her Lot or Residence which will result in the cancellation or increase in the cost of insurance on any other Lot, or any part of the Common Area, or which will be in violation of any law.

(f) No sign, poster, flag, or banner of any kind shall be displayed to the public view on or from any Lot without the prior consent of the Board, except (i) the official flag of the United States of America; (ii) such signs as may be required by legal proceedings; (iii) residential identification signs, subject to the approval of the Architectural Control Committee as to suitability; (iv) one sign of reasonable dimensions, as determined by the Architectural Control Committee: (A) that the property is for sale; (B) the Owner's or agent's name; and (C) the Owner's or agent's address and telephone number may be displayed; and (v) the posting or displaying of noncommercial signs and posters not exceeding nine square feet in size and noncommercial flags or banners not exceeding fifteen square feet in size as permitted by Civil Code Section 4710(a).

(g) No outside clotheslines or other outside clothes drying or airing facilities shall be maintained on any Lot, unless such facilities are adequately concealed so as not to be seen from any adjacent property or the street as determined by the Architectural Control Committee.

(h) No fences, hedges used for screening, walls, or screens shall be erected on any Lot unless first approved by the Architectural Control Committee.

(i) There shall be no exterior fires on the Lots whatsoever except fires for residential purposes contained within receptacles designed for such purpose such as barbeques and fire pits.

(j) No basketball standards or fixed sports apparatus shall be attached to any dwelling or garage or be erected on any Lot unless such standards or apparatus are adequately concealed so as not to be seen from any adjacent property or the street as

determined by the Architectural Control Committee. Portable basketball standards and sports apparatus in good condition shall be permitted on Lots notwithstanding that can be seen from an adjacent property or the street provided that they are removed at the end of each day.

(k) Each Owner shall keep his garage areas in a neat, orderly, safe condition with all storage areas completely enclosed. Garages shall be used only for the parking of motor vehicles, storage and workshop purposes all pursuant to such rules as the Association may from time to time adopt. Garage doors shall be closed when premises are not in use.

(l) No residential Lot shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind.

(m) No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a private residence or appurtenant structures in Fairway View Estates.

(n) No Owner shall permit any thing or condition to exist upon his or her Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

(o) No Lot shall be further subdivided nor shall any less than all of any such Lot be conveyed by an Owner thereof. No easement or other interest in a Lot shall be given without the prior written approval of the Architectural Control Committee.

(p) No horses or other livestock shall be raised, bred or kept on or in any Lot, except that a reasonable number of generally recognized house or yard pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and shall have such care and restraint so as not to be obnoxious on account of unreasonable noise, odor or unsanitary conditions and provided the size of the pet is reasonable considering the size of the Development and the proximity of the Residences. For purposes of this paragraph, chickens shall be deemed permissible yard pets provided that they are kept in compliance with these Restrictions and applicable laws. Owners shall prevent their pets from running loose upon the Common Area and shall keep pets on a leash or other reasonable restraint while outside their Lot. Owners shall prevent their pets from making excessive noise and from soiling walks, paths, patios, courtyards, and all portions of the Common Area where other persons customarily walk. Each Owner shall be financially responsible for any damage caused by his pets. No structure for the care, housing or confinement of any yard pet shall be maintained so as to be visible from the neighboring property as determined by the Architectural Control Committee.

(q) In general, no activities shall be carried on nor condition maintained by any Owner which despoils the appearance of the Development.

(r) No Owner shall store any dangerous explosive or inflammable liquids on or in his Lot except such materials in reasonable quantities that are customary to residential use..

(s) No Owner shall park, store, maintain or repair anywhere within the Development, except within an enclosed garage on his or her Lot, any boats, trailers, shipping containers, dumpsters, permanent tents, campers, mobile homes, or commercial type of trucks (including trucks in excess of ¾ ton), motorcycles, or vehicles other than non-commercial passenger vehicles, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement approved by the Architectural Control Committee. No commercial type vehicles shall be parked or stored on any Lot or on the streets of the Development, except for a commercial vehicle providing services to the Owners or the Association, and in that event only for the duration necessary to provide such services.

(t) Nothing shall be done in or to any Residence or in the Common Area which will impair the structural integrity of any Residence except in connection with alterations or repairs specifically permitted or required hereunder. No Improvement may be undertaken on a Lot without prior approval of the Architectural Control Committee. No such construction shall be accomplished except within the Building Envelopes as such are set forth in the Subdivision Map.

(u) No Owner shall be permitted to lease his Residence for transient or hotel purposes. No Owner may lease less than the entire Residence including any second dwelling. All lease agreements shall be in writing, shall be for a term of not less than twelve (12) months, and shall provide that the terms of the lease shall be subject in all respects to the provisions of these Restrictions, and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease. Other than the foregoing, there are no restrictions on the right of an Owner to lease his or her Residence.

29. [Not Used]

30. Provision of Municipal Services. Domestic water supply service to each Lot and the Common Area is provided by the City of Santa Rosa on a basis comparable to that for the provision of such services to property owners in said City whose property fronts upon dedicated city streets. The Santa Rosa Sanitary District provides sanitary sewer service in the same manner. To assure the City and the District of access to maintain and repair its services and facilities and for the provisions of police and fire protection, the Association shall keep all access ways, roadways and appurtenances thereto on the subdivided property in a state of good condition and repair, consistent with the standard of quality of said roadways and appurtenances upon original installation. All such repairs shall be made at the expense of the Association.

31. Amendment. These Restrictions may be amended only by the vote or written consent of not less than fifty-one percent (51%) of the voting power of the Association. However

the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. The amendment shall be effective only upon recordation in the Office of the County Recorder of the County of Sonoma, California.

32. Gender or Number. In these Restrictions, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

33. Interpretation. The provisions of these Restrictions shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a residential planned development. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any provision hereof.

34. Severability. The provisions of these Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof.

35. References to State Statutes. Any references in these Restrictions to State of California statutes shall be to the referenced statute as in effect on the date that these Restrictions are recorded in the Office of the County Recorder of Sonoma County, California. In the event that any referenced statute is subsequently amended or superseded, all such references shall thereupon mean and refer to the referenced statute as so amended, modified or superseded, so long as the amended statute continues to regulate or pertain to the same subject matter.

36. Term. These Restrictions shall run with and bind the land, shall benefit and burden all real property within the Development, and shall inure to the benefit of and be binding on the Owners and the Association, and their respective successors in interest, and shall continue in full force and effect for a term of fifty (50) years from the date hereof, after which time these Restrictions shall be automatically extended for successive periods of ten (10) years each unless, within six months prior to the expiration of the 50-year term or any such 10-year extension period, a written instrument terminating the effectiveness of these Restrictions approved by the Owners as required by the terms hereof shall be filed for recording in the Office of the County Recorder of the County of Sonoma, California.

37. Maintenance of Private Driveway Easements. Any and all work necessary to maintain or repair the driveways in the private driveway easements shown on the Map in a manner consistent with the custom in the community will be performed in a timely manner so as to avoid additional expense due to neglect. Any and all costs of maintenance or repair of a driveway shall be divided equally among the Owners served by it. If any Owner fails to pay his share within thirty (30) days of billing for such work, any of the other Owners who pay the delinquent Owner's share will be entitled to a Judgment against the delinquent Owner for the amount of said share, plus court costs and all expenses of collection. This Article shall not be deemed to include the cost of maintenance or repair of individual water lines, sewer laterals or other utility services which may be located within the easement nor any cost of repair to the pavement, shoulders or curb

depression due to the failure of said services, in which case, all such costs will be borne by the property served by the service causing the damage.


IN WITNESS WHEREOF, the undersigned has executed the within instrument this 8th day of January, 2016.

Fairway View Estates Homeowners Association,  
a California nonprofit mutual benefit corporation

By:

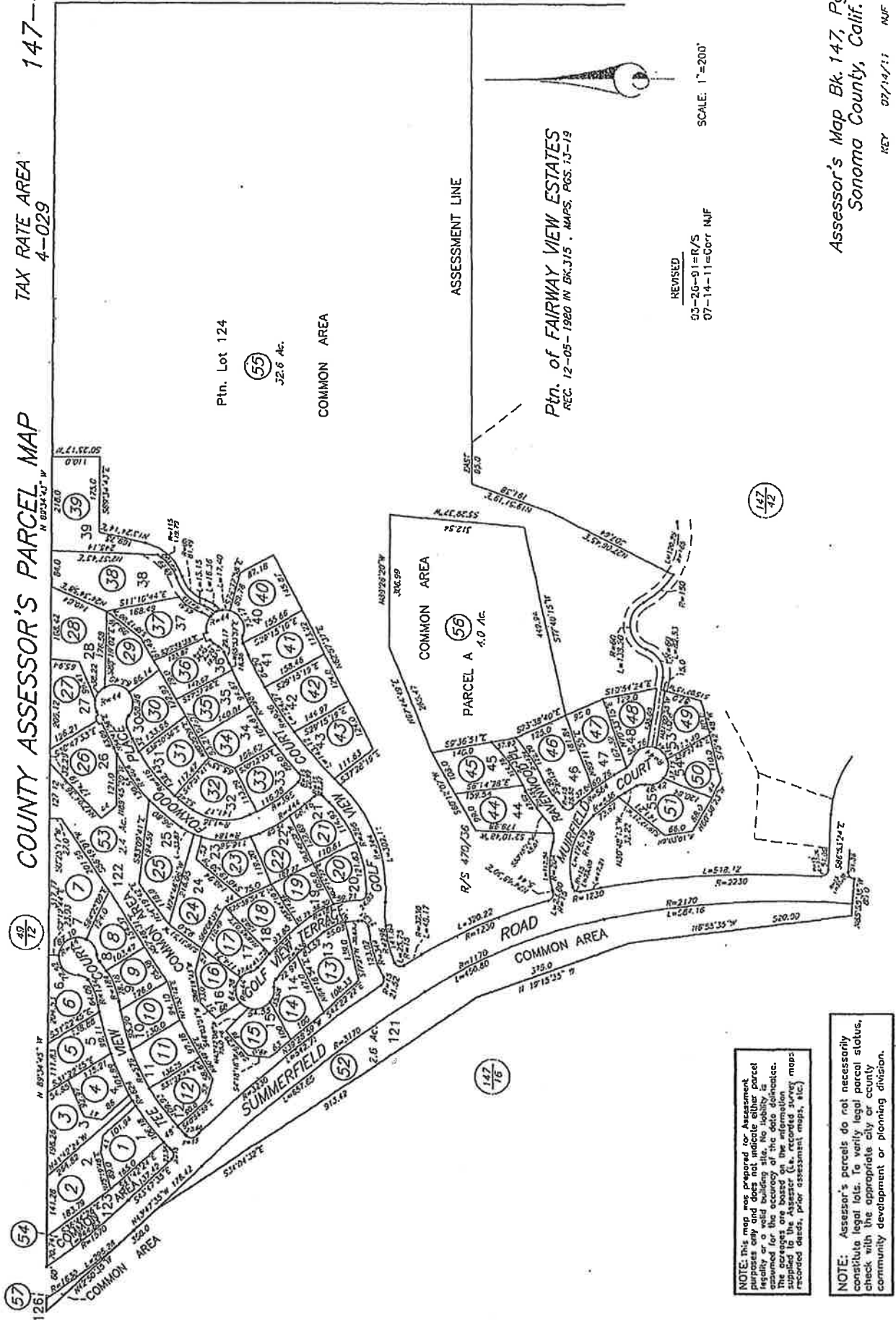
  
Winston Bull, President

By:

  
David Wachter, Secretary

## **Exhibit A**

### **Development Map**



NOTE: This map was prepared for Assessment purposes only and does not constitute a legal document. The Assessor's Office is not responsible for the accuracy of the data shown on this map. The Assessor's Office is not responsible for the accuracy of the data shown on this map. The Assessor's Office is not responsible for the accuracy of the data shown on this map.

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.





# FAIRWAY VIEW ESTATES

## Architectural Control Guidelines

Adopted November 14, 2016

## **FAIRWAY VIEW ESTATES ARCHITECTURAL CONTROL GUIDELINES**

### **1. INTRODUCTION**

- (a) The Architectural Control Committee of Fairway View Estates has established as their goal the implementation of design and construction to complement the natural character of this wooded hillside. This committee's function is to encourage design excellence through reasonable but exacting standards for siting, architectural building and landscaping, but still allow for creative individual freedom.
- (b) Reference is made to the Covenants, Conditions and Restrictions with particular attention to Article 17 Architectural Control Committee (e) Application for Approval of Improvements.

### **2. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY AND FUNCTION**

- (a) To approve or reject all plans for new construction, additions and site improvements for all properties in the subdivision known as Fairway View Estates prior to commencement of construction.
- (b) To determine the required documents needed for submittal, the lead time for consideration and the fees needed to perform adequate review.
- (c) Submittal review will consider size, design, view, effect on other properties, disturbance of existing terrain and vegetation, siting within the building envelope or setback, materials, color, and other relevant factors.
- (d) No structural or mechanical evaluations are to be the responsibility of this committee.

### **3. PLAN SUBMITTAL AND APPROVAL**

- (a) Whenever an Owner plans to build, replace, reconstruct, add onto, refinish the exterior, or change the vegetation or landscaping in any way, they must follow these procedures:
  - (1) For minor projects, included but not limited to painting, roofing, replacement or small landscape projects submit an Application for Approval Form within seven (7) days prior to start of work.
  - (2) For major projects, including but not limited to exterior home remodeling, any addition requiring City approval, extensive landscaping, addition of decking, installation of pool or spa, addition of monuments or statuary submit two (2) copies of construction or landscaping drawings and an Application for Approval form within sixty (60) days

prior to start of work.

- (3) For major projects, meet with the Architectural Control Committee, with designer present, and review the final design submittal.
- (4) Obtain written approval of the Architectural Control Committee.

#### **4. VARIANCES**

- (a) The Architectural Control Committee may grant variances from conditions herein or other rules and regulations if in their judgment this variance would save trees, avoid cuts and fills, unusual design creation, or otherwise benefit the community interests. The burden of proof for such a variance is solely on the grantee.
- (b) No variance will be allowed if it would adversely affect the character of the neighborhood in the judgment of the Architectural Control Committee.

#### **5. PLAN SUBMITTAL REQUIREMENTS**

- (a) Required by all new construction, replacements, additions, fencing and landscape planning.
- (b) Preliminary plans must show contours, exact location of trees, driveways, walkways, patios, decks, elevations, floor plans, roof design, exterior materials, and character of the proposed structure. Site plans 1/8" - 1' scale/ and building 1/4" - 1" scale.

One copy will be returned, however, a favorable review by the Architectural Control Committee does not imply or guarantee acceptance of a final design submittal. A perspective drawing might be required if the committee deems it necessary.

- (c) The Final Design must be submitted in duplicate and it is recommended that the submittals be prepared by a licensed architectural building designer, and landscape plans by a landscape architect or landscape consultant.
- (d) The site plan is to include garages, carports, fencing, deck, patios and structure in relation to the building envelope, all in scale of not less than 1/8" - 1'. The following must be included:
  - View corridor
  - Topography to 1' and 2' intervals
  - Finish grades and drainage plan

- Existing trees, shrubs, rock outcroppings, etc.
- Show tree-removal plan
- Off-street parking, driveways, walks, patios, decks
- Fences, screens, earth buffers
- Landscape Plan
- Roof design and overhang
- Utility undergrounding
- Exterior lighting
- Any other related exterior design

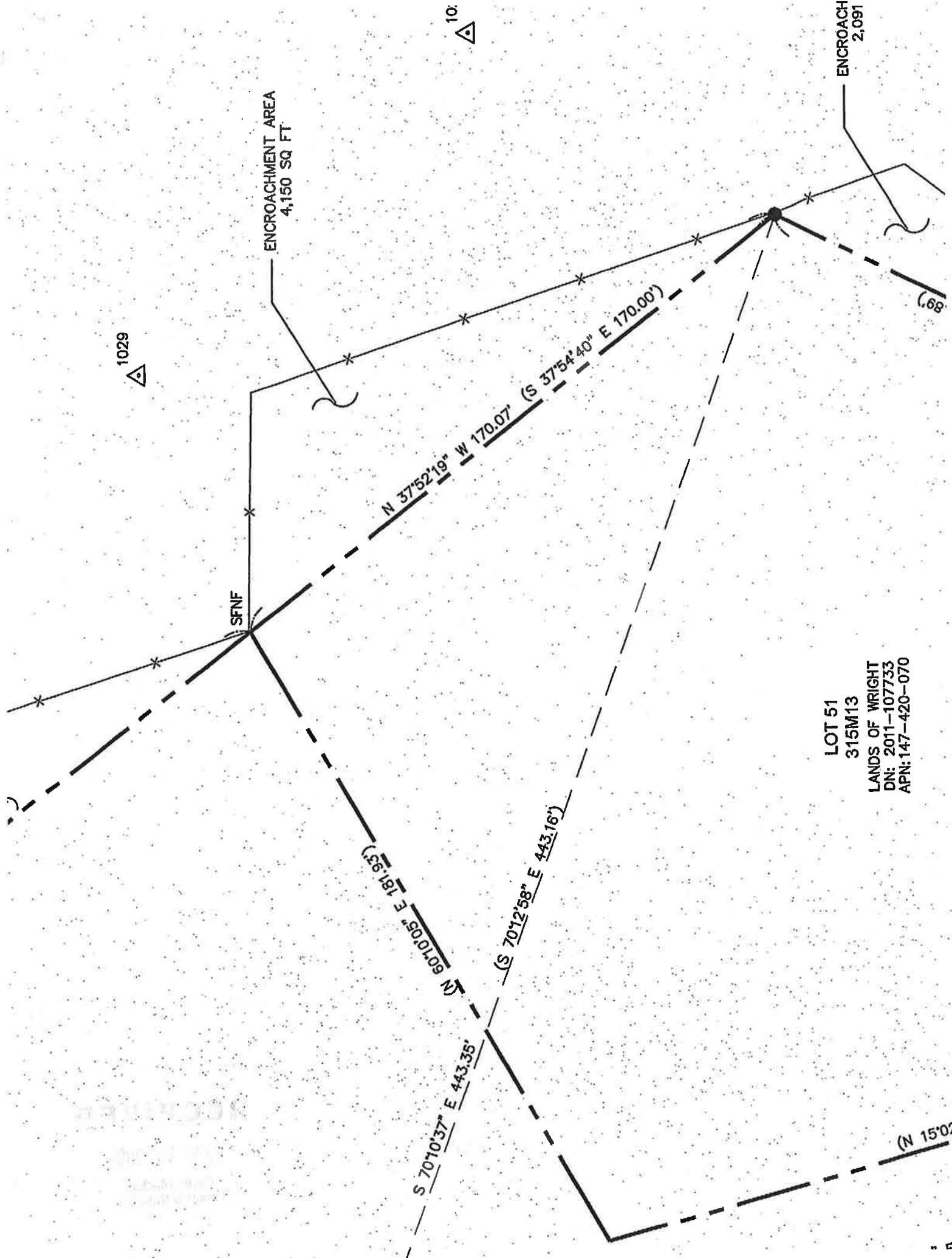
(e) Construction Plans and Specifications shall not be less than 1/4" - 1' scale and include materials and finishes as well as:

- Footing and Foundation Plans
- Floor plans with sizes of rooms, doors, windows, furnace, hot water heater (solar included) plumbing, space heater, electrical and be related to compass orientation with site;
- Elevation Plans to include exterior appearance of all views, chimney ridge line, finish grade and cross section at a 1-1/2 - 1' scale;
- Specifications will describe all materials, exterior and interior, thickness, grade, color, number of coats of paint or stain and color of windows and doors

## **6. LANDSCAPE CONTROLS**

- (a) An approved plan must be obtained and then all landscape work is to be completed within six (6) months. The Architectural Control Committee recommends that owners engage the services of a professional landscape architect or designer.
- (b) Any changes or additions must have the approval of the Architectural Control Committee.
- (c) Items to consider:
- Your neighbors' views
  - Traffic hazards by vegetation screens
  - Deer resistant planting
  - All fencing must be approved by the Architectural Control Committee
  - Natural looking walks and paths
  - Protection of trees and natural foliage
  - No removal of existing trees, shrubs, large rocks or other natural formations without consent of the Architectural Control Committee
  - Use native plants and materials wherever possible
  - The use of decorative rock groundcover will not be permitted. Native rock

## Exhibit B



LOT 51  
315M13  
LANDS OF WRIGHT  
DN: 2011-107733  
APN: 147-420-070