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NAUTICAL HEIGHTS SUBDIVISION

**AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

PREAMBLE

THIS AMENDED DECLARATION IS MADE ON THE 1ST DAY OF MAY 2006, BY NAUTICAL HEIGHTS, LLC, AND THE SIX (6) CURRENT LOT OWNERS AS DECLARANTS OF AMENDED COVENANTS CONDITIONS AND RESTRICTIONS FOR THE NAUTICAL HEIGHTS SUBDIVISION, A PARCEL OF LAND LOCATED IN SMITH RIVER, CALIFORNIA. THIS DECLARATION SUPERCEEDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS PREVIOUSLY RECORDED ON OCTOBER 13TH 2005. THE INTENT OF THIS DECLARATION IS TO PRESERVE FOR EACH OWNER OF LAND WITHIN THE NAUTICAL HEIGHTS SUBDIVISION THE NATURAL BEAUTY OF OUR AREA AND TO FOSTER IN THE DEVELOPMENT OF NAUTICAL HEIGHTS THE BLENDING OF NATURE'S ATTRIBUTES WITH THE DESIRE FOR A BETTER PLACE TO LIVE AND TO INSURE THAT THE RURAL INTEGRITY OF THE SUBDIVISION WILL BE MAINTAINED.

THE QUALITY OF THE DEVELOPMENT IS DEPENDENT UPON THE PEOPLE AND THEIR ATTITUDES TOWARDS THE COMMUNITY IN WHICH THEY LIVE. THE COVENANTS CONTAINED IN THIS DECLARATION ARE DIRECTED TOWARDS THE GOAL OF CREATING A FINE RESIDENTIAL COMMUNITY AND CREATING AN ENVIRONMENT IN WHICH PEOPLE WILL BE PROUD TO BUY AND OWN A HOME. THE ADMINISTRATION AND ENFOCEMENT OF THESE COVENANTS WILL BE THE RESPONSIBILITY OF NAUTICAL HEIGHTS, LLC, AND ITS SUCCESSORS AND ASSIGNS. ARCHITECTURAL CONTROL WILL BE THE RESPONSIBILITY OF THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED BY DECLARANTS, WHICH WILL CONTROL CONSTRUCTION OF THE HOMES PROPOSED WITHIN THE DEVELOPMENT FOR THE MUTUAL BENEFIT OF ALL LOT OWNERS.

DECLARANTS HAVE ALSO CAUSED TO BE FORMED A MAINTENANCE ASSOCIATION WHICH WILL MAINTAIN THE DESIGNATED RIGHTS OF WAY

AND DRAINAGE IMPROVEMENTS WITHIN NAUTICAL HEIGHTS SUBDIVISION. SUCH MAINTENANCE AS SHALL BE REQUIRED FROM TIME TO TIME SHALL BE PERFORMED BY A CONTRACTED PRIVATE MAINTENANCE ENTITY WITH FUNDS PROVIDED BY FEES PAID BY THE LOT OWNERS IN NAUTICAL HEIGHTS TO THE MAINTENANCE ASSOCIATION. THE LOT OWNERS WILL HAVE THE RIGHT AND POWER TO ADMINISTER THE MAINTENANCE ASSOCIATION AND ALSO TO ENFORCE THESE COVENANTS ACCORDING TO THE TERMS HEREOF.

**DECLARATION AND ESTABLISHMENT OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR NAUTICAL HEIGHTS SUBDIVISION,
DEL NORTE COUNTY, CALIFORNIA**

THIS DECLARATION IS MADE ON MARCH ____, 2006, BY NAUTICAL HEIGHTS, LLC AND THE SIX CURRENT LOT OWNERS ("DECLARANTS").

WHEREAS, DECLARANTS OWN CERTAIN REAL PROPERTY DESCRIBED IN ARTICLE I OF THIS DECLARATION; AND,

WHEREAS, DECLARANTS INTEND BY THIS DECLARATION TO MAKE A COVENANT RUNNING WITH THE LAND OF BOTH COVENANTOR AND COVENANTEE PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1486; AND,

WHEREAS, IT IS THE DESIRE AND INTENTION OF DECLA TO SELL THE PROPERTY DESCRIBED IN ARTICLE I AND TO IMPOSE ON IT MUTUAL, BENEFICIAL RESTRICTIONS UNDER A GENERAL PLAN OR SCHEME OF IMPROVEMENT FOR THE BENEFIT OF ALL THE REAL PROPERTY DESCRIBED IN ARTICLE I AND THE FUTURE OWNERS OF THAT REAL PROPERTY;

NOW, THEREFORE, DECLARANTS DECLARE THAT ALL OF THE PROPERTY DESCRIBED IN ARTICLE I IS HELD AND WILL BE HELD, CONVEYED, HYPOTHECATED, ENCUMBERED, LEASED, RENTED, USED, OCCUPIED, AND IMPROVED SUBJECT TO THE FOLLOWING LIMITATIONS, RESTRICTIONS, COVENANTS AND RESERVATIONS, ALL OF WHICH ARE DECLARED AND AGREED TO BE IN FURTHERANCE OF A PLAN FOR THE SUBDIVISION, IMPROVEMENT, USE, AND SALE OF THE PROPERTY, AND ARE ESTABLISHED AND AGREED UPON FOR THE PURPOSE OF ENHANCING AND PROTECTING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE PROPERTY AND EVERY PART OF IT. ALL OF THE LIMITATIONS, RESTRICTIONS, AND COVENANTS SHALL RUN WITH THE LAND AND WILL BE BINDING ON ALL PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE, OR INTEREST IN THE PROPERTY DESCRIBED IN ARTICLE I OR ANY PART THEREOF, AND WILL INURE TO THE BENEFIT OF ALL OF THE PROPERTY DESCRIBED IN ARTICLE I AND THE FUTURE OWNERS OF THAT PROPERTY.

ARTICLE I:
NAUTICAL HEIGHTS PROPERTY SUBJECT TO
THE COVENANTS, CONDITIONS AND RESTRICTIONS.

SECTION 1.01 PROPERTY SUBJECT TO DECLARATION

DECLARANTS HEREBY DECLARE THAT ALL OF THE REAL PROPERTY LOCATED IN THE COUNTY OF DEL NORTE, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 4 AND 6 THROUGH 16 OF THE NAUTICAL HEIGHTS SUBDIVISION, PHASE-1, ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF DEL NORTE COUNTY, STATE OF CALIFORNIA, ON OCTOBER 11th, 2005 IN BOOK 14 OF MAPS, PAGES

27,28,29 AND 30; AND ANY ADDITIONAL PARCELS CREATED WITHIN THE ORIGINAL BOUNDARIES OR ANNEXED TO THEM. SAID REAL PROPERTY, TOGETHER WITH SUCH OTHER REAL PROPERTY, WHICH MAY BE FURTHER SUBDIVIDED, OR ANNEXED AND MADE SUBJECT TO NAUTICAL HEIGHTS RESTRICTIONS, PURSUANT TO SECTION 2.02 CONSTITUTE NAUTICAL HEIGHTS.

**ARTICLE II:
LAND CLASSIFICATIONS, USE, ACTIVITIES,
AND RESTRICTIVE COVENANTS**

SECTION 2.01 GENERAL PROVISIONS

THE RIGHT OF AN OWNER TO CONSTRUCT, RECONSTRUCT, REFINISH, ALTER OR MAINTAIN ANY IMPROVEMENT UPON, UNDER OR ABOVE ANY LOT, OR TO CREATE ANY EXCAVATION OR FILL THEREON, OR TO MAKE ANY CHANGE IN THE NATURAL OR EXISTING SURFACE DRAINAGE THEREOF OR TO INSTALL ANY UTILITY THEREON OR THEREIN OR TO ESTABLISH, DESTROY OR REMOVE ANY VEGETATION OR TREE THEREON OR THEREFROM, SHALL BE SUBJECT TO ALL THE FOLLOWING LIMITATION AND CONDITIONS OF THIS AND SUBSEQUENT ARTICLES AND SUBSECTIONS.

EXCEPTIONS:

- 1) *EXCEPT TO THE EXTENT PERMITTED IN PARAGRAPHS BELOW, ANY CONSTRUCTION OR RECONSTRUCTION OF, REFINISHING OR ALTERATION OF ANY PART OF THE EXTERIOR OF A STRUCTURE OR, ANY IMPROVEMENT UPON ANY LOT, IS ABSOLUTELY PROHIBITED UNTIL AND UNLESS OWNER OF SUCH LOT FIRST OBTAINS THE APPROVAL OF THE APPROPRIATE GOVERNMENT AGENCIES, AND OTHERWISE COMPLIES*

WITH ALL THE PROVISIONS OF THIS SECTION. OWNER SHALL REMOVE ANY IMPROVEMENT CONSTRUCTED, RECONSTRUCTED, REFINISHED, ALTERED OR MAINTAINED IN VIOLATION OF THIS PARAGRAPH AND SHALL PAY ALL EXPENSES INCURRED IN CONNECTION THEREWITH.

2) EXCEPT TO THE EXTENT REASONABLY NECESSARY FOR VIEW ENHANCEMENT, CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF ANY IMPROVEMENT FOR WHICH THE OWNER HAS OBTAINED APPROVED PLANS PURSUANT TO THIS SECTION.

- A. RECONSTRUCTION, REFINISHING OR ALTERATION OF THE FOUNDATION AND ALL EXTERIOR SURFACES (INCLUDING WALLS, ROOF, WINDOWS AND DOORS) OF ANY IMPROVEMENT SHALL BE COMPLETED WITHIN ONE YEAR AFTER COMMENCING CONSTRUCTION THEREOF, EXCEPT AND ONLY FOR SO LONG AS SUCH COMPLETION IS RENDERED IMPOSSIBLE OR WOULD RESULT IN GREAT HARDSHIP TO THE OWNER DUE TO STRIKES, FIRES, LOCAL OR NATIONAL EMERGENCIES OR CALAMITIES.
- B. NO EXCAVATION OR FILL WHICH WILL BE VISIBLE FROM NEIGHBORING PROPERTY SHALL BE CREATED OR INSTALLED.
- C. NO CHANGE IN THE NATURAL OR EXISTING DRAINAGE FOR SURFACE WATER SHALL BE MADE.
- D. NO POWER, TELEPHONE OR OTHER UTILITY LINE, (WIRE OR CONDUIT), WHICH WILL BE VISIBLE FROM NEIGHBORING PROPERTY SHALL BE INSTALLED.
- E. NO VEGETATION OR TREES SHALL BE REMOVED, INSTALLED, OR MAINTAINED, IN ANY MANNER WHICH WOULD ADVERSELY AFFECT THE VIEW SHEDS OF ADJACENT PARCELS OR EXPOSES TO VIEW

FROM ADJACENT PARCELS ITEMS REQUIRED TO BE CONCEALED IN SUBSEQUENT ARTICLES AND SECTIONS.

- F. NO NATIVE TREE HAVING A TRUNK DIAMETER OF 12" OR GREATER MAY BE REMOVED.

EXCEPTIONS:

- 1) *REMOVAL IS RECOMMENDED BY A LICENSED ARBORIST DUE TO IMPENDING HAZARD TO STRUCTURE(S) GREATER THAN 200 SQUARE FEET IN AREA.*
- 2) *REMOVAL IS AGREED UPON BY THE OWNER AND THE OWNER(S) OF ALL IMMEDIATELY ADJACENT PARCELS WITHIN THE SUBDIVISION.*

- G. THE FOLLOWING SHALL APPLY TO PARKING ALONG DESIGNATED RIGHTS OF WAY AND DRIVEWAYS:

- 1) NO PARKING IS ALLOWED IN THE DESIGNATED RIGHTS OF WAY EXCEPT FOR EMERGENCIES.
- 2) DAY USE PARKING IS ALLOWED WHERE THE SHOULDERS ALLOW THE VEHICLE TO BE PARKED FULLY OFF THE RIGHT OF WAY.
- 3) NO VEHICLE SHALL BE PARKED OR LEFT ALONG THE DESIGNATED RIGHTS OF WAY IN A MANNER THAT WOULD IMPAIR EMERGENCY VEHICLE ACCESS.

EXCEPTIONS:

- 1) *OVERFLOW PARKING IS ALLOWED FOR SPECIAL EVENTS (WEDDINGS OR OTHER SPECIAL FAMILY GATHERINGS) AND FOR A LIMITED TIME, NOT TO EXCEED FORTY-EIGHT (48) HOURS. IN NO CIRCUMSTANCE SHALL SPECIAL EVENT OVERFLOW PARKING IMPAIR EMERGENCY VEHICLE ACCESS ALONG DESIGNATED RIGHTS OF WAY OR DRIVEWAYS.*

SECTION 2.02 LAND CLASSIFICATIONS

NAUTICAL HEIGHTS SUBDIVISION IS ZONED RURAL RESIDENTIAL 2-ACRE MINIMUM PER UNIT, HAVING A DENSITY OVERLAY (RR2D), WITH THE FOLLOWING RESTRICTIONS:

- A. NO LOT WITHIN THE NAUTICAL HEIGHTS SUBDIVISION OF LESS THAN FOUR ACRES SHALL BE RESUBDIVIDED OR SPLIT INTO LOTS OF LESSER AREA WITHOUT THE PRIOR WRITTEN CONSENT OF DECLARANTS.
- B. NO STRUCTURE MAY BE CONSTRUCTED IN ANY WAY THAT WOULD HAVE ANY COMMON OR SHARED WALLS BETWEEN THE RESIDENCES.

SECTION 2.03 LAND USE

EACH LOT SHALL BE FOR THE EXCLUSIVE USE AND BENEFIT OF THE OWNER THEREOF, SUBJECT, HOWEVER, TO ALL OF THE FOLLOWING LIMITATIONS AND RESTRICTIONS:

- A. THE OWNER SHALL MAINTAIN EACH LOT AND ANY AND ALL IMPROVEMENTS LOCATED THEREON IN GOOD CONDITION AND REPAIR, AND IN SUCH A MANNER AS NOT TO CREATE A FIRE HAZARD OR NUISANCE.
- B. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN SUCH A MANNER THAT THEY DO NOT UNREASONABLY OBSTRUCT THE VIEW SHEDS FROM NEIGHBORING LOTS.
- C. NO DEVICES, EXCEPT SECURITY DEVICES USED EXCLUSIVELY TO PROTECT THE SECURITY OF THE LOT AND IMPROVEMENTS LOCATED THEREON, SHALL BE PLACED OR USED UPON ANY PRIVATE AREA.

- D. HOUSEHOLD OR YARD PETS SHALL BE MAINTAINED WITHIN THE BOUNDARIES OF ANY LOT BY MEANS OF SECURE FENCING OR OTHER EFFECTIVE MEANS.
- E. NO DOMESTICATED ANIMALS OR FOWL OTHER THAN A REASONABLE NUMBER OF HORSE(S) MAY BE MAINTAINED WITHIN A FENCED AREA OF ANY LOT, PROVIDED THAT LOCAL AND COUNTY RESTRICTIONS SHALL APPLY AS TO THE NUMBER ALLOWED.
- F. NO LONG-TERM (GREATER THAN 30 DAYS) STOCK PILING OF JUNK, GARBAGE, TRASH OR DEBRIS SHALL BE ALLOWED. ALL GARBAGE AND TRASH SHALL BE PLACED AND KEPT IN COVERED CONTAINERS AND REMOVED ON A REGULAR WEEKLY BASIS, EXCEPT AS OTHERWISE PERMITTED BY PARAGRAPHS BELOW.
- G. DEBRIS GENERATED DURING THE NORMAL COURSE OF CONSTRUCTION OF HOMES OR OTHER ON SITE IMPROVEMENTS SHALL BE ALLOWED TO ACCUMULATE FOR NO MORE THAN A 30-DAY PERIOD BEFORE REMOVAL.

SECTION 2.04 ACTIVITIES

NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NEITHER SHALL ANYTHING BE DONE OR PLACED THEREON WHICH MAY BE OR BECOME A NUISANCE OR ANNOYANCE TO OTHER LOT OWNERS. IN DETERMINING WHETHER THERE HAS BEEN A VIOLATION OF THIS PARAGRAPH, RECOGNITION SHALL BE GIVEN TO THE PREMISE THAT OWNERS ARE ENTITLED TO THE REASONABLE ENJOYMENT OF THEIR PROPERTY AND SURROUNDINGS. WITHOUT LIMITING ANY OF THE FOREGOING, THE FOLLOWING RESTRICTIONS SHALL APPLY:

- A. EXCEPT FOR UNLICENSED UTILITY VEHICLES (E.G.:), NO UNLICENSED OFF-ROAD RECREATIONAL VEHICLES SHALL BE OPERATED WITHIN THE BOUNDARIES OF THE NAUTICAL HEIGHTS SUBDIVISION.

- B. THE MAINTENANCE OF ACCUMULATED WASTE PLANT MATERIALS IS PROHIBITED EXCEPT AS PART OF A MAINTAINED COMPOST PILE.
- C. EXCEPT FOR BARBEQUE AND INCINERATOR FIRES CONTAINED WITHIN RECEPTACLES, ALL BRUSH BURNING MUST BE DONE IN ACCORDANCE WITH THE REGULATIONS OF THE SMITH RIVER FIRE DISTRICT, THE CALIFORNIA DEPARTMENT OF FORESTRY, AND AIR QUALITY MANAGEMENT DISTRICT OPEN BURNING GUIDELINES.

ARTICLE III

ARCHITECTURAL CONTROL

SECTION 3.01 GENERAL LIMITATIONS

SUBJECT TO THE EXEMPTIONS DESCRIBED BELOW, NO IMPROVEMENT AND/OR STRUCTURE MAY BE CONSTRUCTED, ERECTED, PAINTED, ALTERED OR CHANGED ON ANY PORTION OF THE PROPERTY WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE").

SECTION 3.02 EXEMPTIONS

NOTWITHSTANDING THE SUBSECTION ABOVE ENTITLED "GENERAL LIMITATION", COMMITTEE APPROVAL SHALL NOT BE REQUIRED FOR THE FOLLOWING:

- A. IMPROVEMENTS CONSTRUCTED BY, AT THE DIRECTION OF, OR WITH THE APPROVAL OF DECLARANTS.
- B. NORMAL MAINTENANCE OF PREVIOUSLY APPROVED IMPROVEMENTS.
- C. REPAIRS OR REBUILDING OF AN EXEMPT OR PREVIOUSLY APPROVED IMPROVEMENT.

- D. CHANGES TO THE INTERIOR OF AN EXEMPT OR PREVIOUSLY APPROVED STRUCTURE.
- E. WORK REASONABLY REQUIRED TO BE PERFORMED IN AN EMERGENCY FOR THE PURPOSE OF PROTECTING ANY PERSON OR PROPERTY FROM DAMAGE.
- F.

SECTION 3.03 ARCHITECTURAL CONTROL COMMITTEE

- A. NUMBER AND APPOINTMENT: THE COMMITTEE SHALL BE VOLUNTARY AND COMPOSED OF THREE MEMBERS. DECLARANTS SHALL APPOINT THE INITIAL MEMBERS. DECLARANTS SHALL HAVE THE RIGHT TO APPOINT REPLACEMENTS OR DESIGNATE A SUCCESSOR IN THE EVENT OF DEATH OR RESIGNATION OF A MEMBER AT ANY TIME TO THE COMMITTEE FOR A PERIOD OF THREE YEARS FROM THE DATE OF RECORDATION OF THIS DECLARATION. AT THE END OF THE INITIAL THREE-YEAR PERIOD, THE COMMITTEE MEMBERS SHALL ISSUE TO OWNERS A LETTER INVITING ANY INTERESTED OWNERS TO SERVE ON THE COMMITTEE. FROM THE LIST OF INTERESTED PARTIES THE COMMITTEE SHALL HAVE THE FULL AUTHORITY TO SELECT AND APPOINT REPLACEMENTS. EXCEPT FOR THE POWER OF THE DECLARANTS TO APPOINT ALL MEMBERS DURING THE INITIAL THREE-YEAR PERIOD, AT ANY TIME THEREAFTER THE THEN RECORD OWNERS OF THE MAJORITY OF LOTS (NUMBERING 50%+1) SHALL HAVE THE POWER, THROUGH A DULY RECORDED WRITTEN INSTRUMENT, TO CHANGE THE MEMBERSHIP OF THE COMMITTEE.
- B. OPERATION: THE COMMITTEE SHALL MEET FROM TIME TO TIME AS NECESSARY TO PROPERLY PERFORM ITS DUTIES HEREUNDER. A MAJORITY OF THE COMMITTEE MEMBERS MAY DESIGNATE A MEMBER OF THE COMMITTEE TO ACT FOR IT. EXCEPT AS

PROVIDED ELSEWHERE HEREIN, ANY DECISION MAY BE MADE BY THE COMMITTEE UPON AN AFFIRMATIVE VOTE OF TWO-THIRDS OF ITS MEMBERS. THE COMMITTEE SHALL KEEP AND MAINTAIN A RECORD OF ALL ACTIONS FROM TIME TO TIME TAKEN BY THE COMMITTEE AT MEETINGS OR OTHERWISE, AND SHALL MAINTAIN FILES OF ALL DOCUMENTS SUBMITTED TO IT. THE MEMBERS OF THE COMMITTEE SHALL NOT RECEIVE ANY COMPENSATION FOR SERVICES RENDERED. ALL MEMBERS OF THE COMMITTEE SHALL BE ENTITLED TO REIMBURSEMENT FROM FEES COLLECTED BY THE COMMITTEE FOR REASONABLE COSTS INCURRED BY THEM IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES, INCLUDING LIABILITY AND DIRECTOR'S AND OFFICER'S INSURANCE PREMIUM EXPENSES.

- C. DUTIES: THE COMMITTEE MAY ADOPT ARCHITECTURAL CONTROL GUIDELINES ("GUIDELINES") AS PROVIDED BELOW AND SHALL PERFORM OTHER DUTIES IMPOSED UPON IT BY THIS DECLARATION, THE MAINTENANCE AGREEMENT, OR APPLICABLE LAWS AND REGULATIONS.
- D. ADDRESS: THE ADDRESS OF THE COMMITTEE SHALL BE DETERMINED BY RESOLUTION OF THE COMMITTEE. SUCH ADDRESS SHALL BE THE PLACE FOR SUBMITTAL OF PLANS AND SPECIFICATIONS AND THE PLACE WHERE CURRENT COPIES OF THE GUIDELINES SHALL BE KEPT.
- E. GUIDELINES: THE COMMITTEE MAY, FROM TIME TO TIME, ADOPT OR AMEND GUIDELINES PROSPECTIVELY. SAID GUIDELINES SHALL INTERPRET AND IMPLEMENT THE PROVISIONS OF THIS SECTION BY SETTING FORTH MORE SPECIFIC STANDARDS AND PROCEDURES FOR COMMITTEE REVIEW. ALL GUIDELINES SHALL BE IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS OF ANY GOVERNMENTAL ENTITY HAVING JURISDICTION OVER IMPROVEMENTS ON THE PROPERTY, SHALL INCORPORATE HIGH

STANDARDS OF ARCHITECTURAL DESIGN AND CONSTRUCTION ENGINEERING, AND SHALL BE IN COMPLIANCE WITH MINIMUM STANDARDS SET FORTH HEREIN, AND OTHERWISE SHALL BE IN CONFORMITY WITH THE PURPOSES AND PROVISIONS OF THIS DECLARATION. A COPY OF THE CURRENT GUIDELINES SHALL BE AVAILABLE FOR INSPECTION AND COPYING BY ANY OWNER AT ANY REASONABLE TIME DURING CUSTOMARY AND NORMAL BUSINESS HOURS.

F. STANDARDS: ALL IMPROVEMENTS SHALL BE CONSTRUCTED, PAINTED AND CHANGED IN COMPLIANCE WITH THE APPLICABLE ZONING LAW, BUILDING CODES, THIS DECLARATION, AND ALL OTHER LAWS, ORDINANCES AND THE FOLLOWING MINIMUM STANDARDS SHALL APPLY TO ANY IMPROVEMENTS CONSTRUCTED, PAINTED, ALTERED OR CHANGED ON THE PROPERTY:

- 1) REGULATIONS APPLICABLE TO PROPERTY IMPROVEMENTS.
- 2) ALL MAIN RESIDENCES SHALL HAVE A MINIMUM AREA OF TWO THOUSAND (2,000) SQUARE FEET (EXCLUDING GARAGES, CARPORTS, ACCESSORY BUILDINGS, COVERED OR UNCOVERED PATIOS AND PORCHES, ECT.).
- 3) ALL LOTS SHALL HAVE A MINIMUM OF TWO (2) ENCLOSED PARKING SPACES.
- 4) ALL LOTS SHALL BE LANDSCAPED WITH A COMBINATION OF TREES, SHRUBS, GROUND COVER, LAWN, NATURAL VEGETATION, AND LIMITED DECORATIVE ROCK, BARK, AND SIMILAR MATERIALS. BERMS MAY BE UTILIZED SO LONG AS BERMS DO NOT DISRUPT PROPER DRAINAGE WITHIN THE LOT OR SUBDIVISION. LANDSCAPING SHALL BE DESIGNED SO AS TO COMPLEMENT, PROTECT AND HARMONIZE WITH THE NATURAL TERRAIN, EXISTING TREES, AND VEGETATION AND SHALL BE CONSISTENT WITH GENERALLY ACCEPTED, CUSTOMARY AND CONVENTIONAL LANDSCAPE DESIGN.

STONE, GRAVEL, CONCRETE AND SIMILAR MATERIALS SHALL BE USED ONLY FOR COMPLEMENTARY AND SUPPLEMENTARY PURPOSES AND NO LOT SHALL BE COVERED MORE THAN THIRTY PERCENT (30%), BY SUCH MATERIALS.

- 5) ALL EXTERIOR AND DECORATIVE LIGHTING SHALL BE DESIGNED TO ELIMINATE GLARE AND ANNOYANCE TO OTHER LOT OWNERS. LIGHTING SHALL BE SHIELDED AND DIRECTED DOWNWARD. COLORED LANDSCAPING LIGHTING SHALL BE PROHIBITED, UNLESS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.
- 6) ALL SOLAR COLLECTION DEVICES SHALL BE INTEGRATED AESTHETICALLY AND SCREENED AS MUCH AS POSSIBLE FROM THE VIEW OF THE REST OF THE LOTS IN THE SUBDIVISION.
- 7) IN REVIEWING PROPOSED IMPROVEMENTS FOR APPROVAL, THE COMMITTEE SHALL CONSIDER AT LEAST THE FOLLOWING:
 - a) DOES THE PROPOSED IMPROVEMENT CONFORM TO THE PURPOSES AND PROVISIONS OF THE PROPERTY DOCUMENTS?
 - b) IS THE PROPOSED IMPROVEMENT OF A QUALITY OF WORKMANSHIP AND MATERIALS COMPARABLE TO OTHER IMPROVEMENTS THAT ARE PROPOSED OR EXISTING ON THE PROPERTY?
 - c) IS THE PROPOSED IMPROVEMENT OF A DESIGN AND CHARACTER, WHICH IS HARMONIOUS WITH PROPOSED, OR EXISTING IMPROVEMENTS AND WITH THE NATURAL TOPOGRAPHY IN THE IMMEDIATE VICINITY?
 - d) WILL THE PROPOSED IMPROVEMENT UNREASONABLY INTERFERE WITH OR OTHERWISE IMPAIR THE VIEW

OR SOLAR ACCESS OF OTHER LOTS WITHIN THE SUBDIVISION?

- e) WILL THE PROPOSED IMPROVEMENT NEGATIVELY IMPACT A NEIGHBORING HOMESITES OCEAN VIEW?

**SECTION 3.04 COMMITTEE APPROVAL PROCESS,
APPROVAL OF APPLICATIONS**

ANY PERSON PROPOSING TO CONSTRUCT, PAINT, ALTER OR CHANGE ANY IMPROVEMENT ON THE PROPERTY WHICH REQUIRES THE PRIOR APPROVAL OF THE COMMITTEE SHALL APPLY TO THE COMMITTEE IN WRITING FOR APPROVAL OF THE WORK TO BE PERFORMED AND THE TIME SCHEDULE FOR PERFORMING SUCH WORK.

IN THE EVENT ADDITIONAL PLANS AND SPECIFICATIONS FOR THE WORK ARE REQUIRED BY THE COMMITTEE, THE APPLICANT SHALL BE NOTIFIED OF SUCH REQUIREMENTS WITHIN THIRTY (30) DAYS OF RECEIPT BY THE COMMITTEE OF THE INITIAL APPLICATION OR THE APPLICATION SHALL BE DEEMED SUFFICIENTLY SUBMITTED AS OF THAT DATE. IF TIMELY NOTIFIED, THE APPLICANT SHALL SUBMIT ADDITIONAL PLANS AND SPECIFICATIONS FOR THE PROPOSED WORK IN THE FORM AND CONTENT REASONABLY REQUIRED BY THE COMMITTEE AND THE APPLICATION SHALL NOT BE DEEMED SUFFICIENTLY SUBMITTED UNTIL THAT DATE. SUCH PLANS AND SPECIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, SHOWING THE NATURE, KIND, SHAPE, COLOR, SIZE, MATERIALS AND LOCATION OF THE PROPOSED WORK, OR THE SIZE, SPECIES AND LOCATION OF ANY PLANTS, TREES, SHRUBS AND OTHER PROPOSED LANDSCAPING.

SECTION 3.05 REVIEW AND APPROVAL

UPON SUFFICIENT SUBMISSION OF AN APPLICATION FOR COMMITTEE REVIEW, THE COMMITTEE SHALL PROCEED EXPEDITIOUSLY TO REVIEW ALL OF THE DOCUMENTS TO DETERMINE WHETHER THE PROPOSED WORK IS IN COMPLIANCE WITH THE PROVISIONS AND PURPOSES OF THIS DECLARATION AND GUIDELINES OF THE COMMITTEE IN EFFECT AT THE TIME THE DOCUMENTS ARE SUBMITTED. IN THE EVENT THE COMMITTEE FAILS TO UNCONDITIONALLY APPROVE AN APPLICATION, IT SHALL NOTIFY THE APPLICANT IN WRITING OF THE SPECIFIC MATTER(S) TO WHICH IT OBJECTS. IN THE EVENT THE COMMITTEE FAILS TO NOTIFY THE APPLICANT OF THE ACTION TAKEN BY THE COMMITTEE WITHIN (30) THIRTY DAYS AFTER SUBMISSION OF A SUFFICIENT APPLICATION, THE APPLICATION SHALL BE DEEMED APPROVED. THE COMMITTEE SHALL RETAIN ONE SET OF APPROVED FINAL PLANS AS A PERMANENT RECORD.

**SECTION 3.06 COMMENCEMENT, COMPLETION
 OF APPROVED WORK**

UPON RECEIPT OF THE WRITTEN APPROVAL OF THE COMMITTEE, THE APPLICANT SHALL PROCEED TO HAVE THE WORK COMMENCED AND DILIGENTLY AND CONTINUOUSLY PURSUED TO COMPLETION IN SUBSTANTIAL COMPLIANCE WITH THE APPROVAL OF THE COMMITTEE INCLUDING ALL CONDITIONS IMPOSED THEREWITH. THE APPROVAL OF THE COMMITTEE SHALL BE EFFECTIVE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF THE APPROVAL SUBJECT TO THE RIGHT OF THE COMMITTEE TO PROVIDE FOR A SHORTER OR LONGER PERIOD AT THE TIME OF ITS APPROVAL, OR SUBSEQUENTLY TO EXTEND THE PERIOD UPON A SHOWING OF GOOD CAUSE, AND IN THE EVENT THE APPROVED WORK IS NOT COMMENCED WITHIN THE EFFECTIVE PERIOD OF APPROVAL, THEN THE APPLICANT, BEFORE COMMENCING ANY WORK SHALL BE REQUIRED TO RESUBMIT THE APPLICATION FOR THE APPROVAL OF THE COMMITTEE.

ALL APPROVED WORK SHALL BE COMPLETED WITHIN TWELVE (12) MONTHS AFTER THE DATE OF COMMENCEMENT, OR SUCH OTHER REASONABLE PERIOD SPECIFIED BY THE COMMITTEE AT THE TIME OF APPROVAL, WITH THE PERIOD OF TIME SUBJECT TO EXTENSION BY THE NUMBER OF DAYS THAT WORK IS DELAYED BY CAUSES NOT UNDER THE CONTROL OF THE APPLICANT OR HIS CONTRACTOR OR AS OTHERWISE EXTENDED BY THE COMMITTEE. UPON COMPLETION OF APPROVED WORK, THE APPLICANT SHALL GIVE WRITTEN NOTICE THEREOF TO THE COMMITTEE.

IF FOR ANY REASON THE COMMITTEE FAILS TO NOTIFY THE APPLICANT OF ANY NONCOMPLIANCE WITHIN (60) SIXTY DAYS AFTER RECEIPT OF SAID NOTICE OF COMPLETION FROM THE APPLICANT, THE IMPROVEMENT SHALL BE DEEMED TO BE COMPLETED IN ACCORDANCE WITH SAID APPROVED PLANS.

SECTION 3.07 INSPECTIONS, NON-COMPLIANCE

THE COMMITTEE OR ITS AUTHORIZED REPRESENTATIVE SHALL HAVE THE RIGHT DURING NORMAL BUSINESS HOURS, AFTER FORTY-EIGHT (48) HOUR NOTICE TO THE OWNER THEREOF, TO ENTER UPON ANY PORTION OF THE LOT FOR PURPOSES OF DETERMINING WHETHER OR NOT ANY WORK IS BEING PERFORMED OR WAS PERFORMED IN COMPLIANCE WITH THIS DECLARATION AND THE GUIDELINES.

IF AT ANY TIME THE COMMITTEE DETERMINES THAT WORK IS NOT BEING PERFORMED OR WAS NOT PERFORMED IN COMPLIANCE WITH THIS DECLARATION AND THE GUIDELINES, WHETHER BASED ON A FAILURE TO APPLY FOR OR OBTAIN APPROVAL, A FAILURE TO COMPLY WITH APPROVAL, A FAILURE TO TIMELY COMMENCE OR COMPLETE APPROVED

WORK OR OTHERWISE, THE COMMITTEE SHALL NOTIFY THE OWNER IN WRITING OF SAID NON-COMPLIANCE SPECIFYING THE PARTICULARS OF NON-COMPLIANCE, AND DEMAND THAT THE OWNER REMEDY SUCH NON-COMPLIANCE WITHIN A REASONABLE AND SPECIFIED PERIOD.

IN THE EVENT THAT THE OWNER FAILS TO REMEDY SUCH NON-COMPLIANCE WITHIN THE SPECIFIED PERIOD, THE COMMITTEE SHALL HAVE THE RIGHT AND DUTY TO REMEDY THE NON-COMPLIANCE IN ANY APPROPRIATE MANNER PERMITTED BY THIS DECLARATION AND THE GUIDELINES, OR AS OTHERWISE PERMITTED BY LAW AND/OR RECORDING A NOTICE OF NON-COMPLIANCE OR NON-COMPLETION ON THE PROPERTY, AS APPROPRIATE. THE OWNER SHALL HAVE THE OBLIGATION TO REIMBURSE THE COMMITTEE FOR ANY COSTS INCURRED IN ENFORCING THESE PROVISIONS AND SUCH COSTS MAY BE RECOVERED BY THE COMMITTEE IN AN ACTION OF LAW AGAINST SUCH INDIVIDUAL LOT OWNER.

IN ADDITION, THIS DECLARATION VESTS THE DECLARANTS OR THE ARCHITECTURAL COMMITTEE WITH THE RIGHT TO BRING A PROCEEDING IN EQUITY TO ENFORCE THE GENERAL AND SPECIFIC INTENT OF THIS DECLARATION AS FOLLOWS: IF WRITTEN NOTICE OF INTENTION TO IMMEDIATELY COMPLY WITH THE ARCHITECTURAL COMMITTEE'S NOTICE IS NOT GIVEN BY THE NON-COMPLIANT LOT OWNER WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF NOTICE OF NON-COMPLIANCE, OR IF THE NONCOMPLIANCE IS NOT THEREAFTER CURED WITHIN A REASONABLE TIME FROM THE DATE NOTICE OF THE NONCOMPLIANCE IS GIVEN BY THE ARCHITECTURAL COMMITTEE TO THE OWNER OF THE BUILDING SITE WHOSE ACT OR OMISSION CONSTITUTES NONCOMPLIANCE, THE ARCHITECTURAL COMMITTEE OR DECLARANTS MAY RECORD A NOTICE OF NONCOMPLIANCE AND THEREAFTER FILE A PROCEEDING IN EQUITY TO RESTRAIN THE NONCOMPLIANCE OR ATTEMPTED NONCOMPLIANCE. IN

ANY SUCH PROCEEDING, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS ATTORNEY FEES AND COSTS. IF THE NON-COMPLIANT LOT OWNER PROVIDES NOTICE OF INTENTION TO IMMEDIATELY COMPLY, BUT DOES NOT THEREAFTER COMPLY WITHIN THIRTY (30) DAYS OF NOTIFYING THE ARCHITECTURAL COMMITTEE, THEN THE ARCHITECTURAL COMMITTEE MAY PURSUE THE REMEDIES PROVIDED FOR HEREIN OR AS PROVIDED BY LAW.

SECTION 3.08 WAIVER

THE WRITTEN APPROVAL BY THE COMMITTEE OF ANY PLANS, DRAWINGS OR SPECIFICATIONS FOR ANY IMPROVEMENTS CONSTRUCTED OR PROPOSED, OR IN CONNECTION WITH ANY OTHER MATTER REQUIRING THE APPROVAL OF THE COMMITTEE, SHALL NOT BE DEEMED TO CONSTITUTE A WAIVER OF ANY RIGHT TO WITHHOLD APPROVAL OF ANY SIMILAR PLAN, DRAWING, SPECIFICATION OR MATTER LATER SUBMITTED FOR APPROVAL. WHERE UNUSUAL CIRCUMSTANCES WARRANT IT, THE COMMITTEE MAY GRANT REASONABLE VARIANCES FROM THE ARCHITECTURAL CONTROL PROVISIONS HEREOF OR FROM THE GUIDELINES. SUCH VARIANCES SHALL BE MADE ON A CASE-BY-CASE BASIS AND SHALL NOT SERVE AS PRECEDENT FOR THE GRANTING OF ANY OTHER VARIANCE.

SECTION 3.09 ESTOPPEL CERTIFICATE

WITHIN THIRTY (30) DAYS AFTER WRITTEN DEMAND IS DELIVERED THEREFOR TO THE COMMITTEE BY ANY OWNER OR MORTGAGEE, AND UPON PAYMENT TO THE COMMITTEE OF A REASONABLE FEE (AS FIXED FROM TIME TO TIME BY RESOLUTION OF THE COMMITTEE), THE COMMITTEE SHALL EXECUTE AND DELIVER IN RECORDABLE FORM, IF REQUESTED, ANY ESTOPPEL CERTIFICATE EXECUTED BY ANY TWO (2) OF

ITS MEMBERS, CERTIFYING WITH RESPECT TO ANY LOT OF SAID OWNER OR MORTGAGEE, THAT AS OF THE DATE THEREOF EITHER (a) ALL IMPROVEMENTS MADE AND OTHER WORK DONE UPON OR WITHIN SAID LOT COMPLY WITH THE REQUIREMENTS OF THE COMMITTEE AND THIS DECLARATION, OR (b) SUCH IMPROVEMENTS OR WORK DO NOT SO COMPLY, IN WHICH EVENT THE CERTIFICATE SHALL ALSO IDENTIFY THE NON-COMPLYING IMPROVEMENTS OR WORK AND SET FORTH WITH PARTICULARITY THE BASIS OF SUCH NON-COMPLIANCE. SUCH STATEMENT SHALL BE BINDING UPON THE COMMITTEE IN FAVOR OF ANY PERSON WHO MAY RELY THEREON IN GOOD FAITH.

SECTION 3.10 LIABILITY

NEITHER THE DECLARANTS, THE COMMITTEE, NOR ANY COMMITTEE MEMBER THEREOF SHALL BE LIABLE TO ANY OWNER OR TO ANY THIRD PARTY FOR ANY DAMAGES, LOSS, OR PREJUDICE SUFFERED OR CLAIMED ON ACCOUNT OF: (a) THE APPROVAL OR DISAPPROVAL OF PLANS, DRAWINGS AND SPECIFICATIONS, WHETHER OR NOT DEFECTIVE; (b) THE CONSTRUCTION OR PERFORMANCE OF ANY WORK, WHETHER OR NOT PURSUANT TO APPROVED PLANS, DRAWINGS AND SPECIFICATIONS; (c) THE DEVELOPMENT OF ANY PROPERTY WITHIN THE SUBDIVISION; (d) THE EXECUTION AND FILING OF AN ESTOPPEL CERTIFICATE PURSUANT TO SECTION 3.09; OR (e) THE EXECUTION AND FILING OF A NOTICE OF NONCOMPLIANCE OR NONCOMPLETION PURSUANT TO SECTION 3.07, WHETHER OR NOT THE FACTS THEREIN ARE CORRECT, IF THE DECLARANTS, THE COMMITTEE OR SUCH COMMITTEE MEMBER HAS ACTED IN GOOD FAITH ON THE BASIS OF SUCH INFORMATION AS MAY BE POSSESSED BY THEM. SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, IT IS UNDERSTOOD THAT PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING DESIGN, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER DECLARANTS, THE COMMITTEE, NOR ANY

COMMITTEE MEMBER THEREOF, ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, OR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS.

**ARTICLE IV:
SITE AND HOME IMPROVEMENT RESTRICTIONS**

SECTION 4.01 GENERAL PROVISIONS

THE FOLLOWING STANDARDS AND RESTRICTIONS ARE APPLICABLE TO ALL IMPROVEMENTS UPON SAID LOTS AS REGARDS CONSTRUCTION, RECONSTRUCTION, ALTERATIONS, AND REFINISHING. THEY SHALL BE ADHERED TO IN DESIGN OF IMPROVEMENTS, ATTACHED TO THE IMPROVEMENT PLANS AND BECOME A PART THEREOF:

- A. EXCEPT AS SPECIFICALLY AUTHORIZED BY LAW, NO STRUCTURE MAY BE BROUGHT IN FROM ANY OTHER LOCATION FOR USE AS A PERMANENT DWELLING OR ACCESSORY BUILDING. THIS PROVISION SHALL NOT APPLY TO TEMPORARY CONSTRUCTION SHELTERS OR FACILITIES MAINTAINED DURING AND USED EXCLUSIVELY IN CONNECTION WITH THE CONSTRUCTION OF ANY PERMITTED WORK OR IMPROVEMENT. THE PERIOD OF SIX (6) MONTHS SHALL CONSTITUTE TEMPORARY. ANY TIME EXTENSIONS FOR THE PLACEMENT OF TEMPORARY STRUCTURES SHALL BE ACCORDING TO THE COUNTY REQUIREMENTS.

- B. NO REFLECTIVE FINISHES (OTHER THAN GLASS) SHALL BE USED ON EXTERIOR SURFACES (OTHER THAN SURFACES OF HARDWARE FIXTURES), INCLUDING BUT WITHOUT LIMITATION THE EXTERIOR SURFACE OF ANY OF THE FOLLOWING: ROOFS, ALL PROJECTIONS ABOVE ROOFS, RETAINING WALLS, DOORS, TRIM, FENCES, PIPES,

EQUIPMENT, MAILBOXES AND NEWSPAPER RECEPTACLES. EXTERIOR MATERIALS SHALL BE NATURAL IN APPEARANCE. COLOR SCHEMES SHALL BE MUTED IN TONE.

- C. THE FOLLOWING ITEMS SHALL BE CONTAINED WITHIN A FENCED SERVICE YARD, SCREENED FROM THE VIEW OF THE STREET AND NEIGHBORING PARCELS: ALL TRASH AND GARBAGE RECEPTACLES, YARD WASTE, INOPERATIVE VEHICLES, EXTERIOR INCINERATORS, PORTABLE EQUIPMENT, TRAILERS, CLOTHESLINES AND OTHER MAINTENANCE AND SERVICE FACILITIES USED BY THE OWNER.

- D. EACH RESIDENCE SHALL CONTAIN A SEWAGE DISPOSAL SYSTEM APPROVED BY THE PUBLIC AUTHORITY HAVING JURISDICTION. IN NO EVENT SHALL SEWAGE BE DISCHARGED TO OTHER THAN A FUNCTIONING SEPTIC TANK AND LEACHFIELD, OR SEWER SYSTEM.

- E. ALL FUEL TANKS, WATER TANKS AND OR TOWERS, OR SIMILAR STORAGE FACILITIES SHALL BE EITHER CONSTRUCTED AS AN INTEGRAL PART OF THE MAIN STRUCTURE OF THE RESIDENCE OR SHALL BE PERMANENTLY AND FULLY SCREENED FROM VIEW OF THE STREET AND NEIGHBORING PARCELS. THIS INCLUDES BUT IS NOT LIMITED TO A PRESSURE TANK FOR WATER IF DEEMED NECESSARY OR IF REQUIRED BY THE SMITH RIVER COMMUNITY SERVICE DISTRICT.

- F. MOTOR HOMES, OTHER OFF-ROAD RECREATIONAL VEHICLES, FIFTH WHEEL TRAILERS, CAMPERS, BOATS AND THE LIKE SHALL BE GARAGED OR STORED OUT OF VIEW FROM ALL STREETS AND ROADS IN NAUTICAL HEIGHTS, OR FROM THE VIEW OF OTHER LOT OWNERS.

- G. IN NO EVENT SHALL EITHER THE LOCATION OF ANY STRUCTURE OR ITS HEIGHT UNREASONABLY DIMINISH OR RESTRICT VIEWS FROM ADJOINING PROPERTIES.

SECTION 4.02 STREET ADDRESS

EACH HOMEOWNER SHALL BE RESPONSIBLE TO PROVIDE STREET ADDRESS NUMBERS WHICH ARE VISIBLE FROM THE STREET. STREET ADDRESSES SHALL CONFORM TO STANDARD 1402.2c OF THE COUNTY OF DEL NORTE STANDARDS. IN ADDITION, STREET ADDRESSES AND MAILBOXES SHALL COMPLY WITH THE FOLLOWING RESTRICTIONS:

- A. ADDRESS NUMBERS SHALL BE POSTED AT THE BEGINNING OF THE DRIVEWAY.

- B. STREET ADDRESS NUMBERS SHALL BE ILLUMINATED WITH LOW-LEVEL LIGHTING. THE FOLLOWING METHODS MAY BE USED:
 - 1) SELF-ILLUMINATED ADDRESS SIGNS.
 - 2) EXTERNAL LIGHTING, WHICH ILLUMINATES THE STREET ADDRESS NUMBERS.

SECTION 4.03 DRIVEWAYS

EACH HOMEOWNER IS RESPONSIBLE FOR PROVIDING A DRIVEWAY FROM THE STREET TO THE HOME SITE OF THEIR LOT IN CONFORMANCE WITH ALL LOCAL AND STATE AGENCY STANDARDS AND REQUIREMENTS AND THE FOLLOWING RESTRICTIONS:

- A. NO DRIVEWAY SHALL BE CONSTRUCTED WHICH WILL UNNECESSARILY GENERATE EXCESS EROSION.

- B. ALL DRIVEWAY ENCROACHMENTS TO DESIGNATED RIGHTS OF WAY, WHERE SITE DRAINAGE IS CONVEYED, WILL HAVE OWNER FURNISHED AND INSTALLED EIGHTEEN INCH (18") DIAMETER CULVERTS AS REQUIRED. THESE CULVERTS SHALL BE INSTALLED IN COMPLIANCE WITH DEL NORTE COUNTY STANDARDS AND IN COMPLETE CONFORMANCE WITH THE APPROVED DRAINAGE PLAN FOR THE NAUTICAL HEIGHTS SUBDIVISION.

- C. ALL DRIVEWAYS SHALL BE CONSTRUCTED OF ALL-WEATHER MATERIALS. APPROVED MATERIALS INCLUDE ASPHALTIC CONCRETE, CONCRETE CEMENT OR DRIVEWAY PAVING STONE.

- D. ALL DRIVEWAY APPROACHES SHALL HAVE LOW-LEVEL LIGHTING INSTALLED ADJACENT TO THE EDGE OF RIGHT-OF-WAY. LIGHTING AS PROVIDED UNDER SECTION 4.02 MAY SERVE TO SATISFY THIS SUBSECTION.

SECTION 4.04 PARKING

EACH PRIMARY RESIDENCE SHALL PROVIDE AT LEAST FOUR (4) OFF-STREET PARKING SPACES FOR AUTOMOBILES. EACH SPACE SHALL BE A MINIMUM OF 8-FEET by 20-FEET AND MAY BE ACHIEVED BY ONE OR A COMBINATION OF THE FOLLOWING MEANS:

- A. A GARAGE AND/OR CARPORT, EITHER ATTACHED OR DETACHED.

- B. AN EXTERIOR PARKING AREA SURROUNDED ON NOT LESS THAN TWO (2) SIDES BY A FIVE FOOT (5') HIGH FENCE OR PLANTED BERM.

- C. AN EXTERIOR PARKING AREA NOT READILY VISIBLE FROM NEIGHBORING PROPERTIES OR STREETS.

SECTION 4.05 PRIMARY RESIDENCE AND GUESTHOUSES

IN ORDER TO PROVIDE FOR HARMONIOUS DESIGN THROUGHOUT THE SUBDIVISION AND PROTECT PROPERTY VALUES, EACH RESIDENTIAL UNIT, SECOND UNIT OR ACCESSORY STRUCTURES SHALL COMPLY WITH THE FOLLOWING RESTRICTIONS. THESE RESTRICTIONS ARE NOT TO BE CONSTRUED AS LIMITING THE DIVERSITY OF DESIGNS AVAILABLE OR DESIRED:

- A. ALL PRIMARY RESIDENCES SHALL BE SITE CONSTRUCTED HAVING A MINIMUM SIZE LIVING AREA OF 2000 SQUARE FEET.
- B. ALL GUESTHOUSES, OR SECOND UNITS SHALL BE SITE CONSTRUCTED OF MATERIALS MATCHING THE PRIMARY RESIDENCE, HAVING A MAXIMUM SIZE LIVING AREA OF 1200 SQUARE FEET.
- C. NO BUILDING PAD SHALL BE CONSTRUCTED WHICH WILL UNNECESSARILY GENERATE EXCESS EROSION.
- D. EXTERIOR MATERIALS AND COLORS SHALL BE MUTED AND NATURAL IN APPEARANCE.
- E. NO VINYL SIDING SHALL BE USED.
- F. ROOFING MATERIAL SHALL HAVE A MINIMUM 30-YEAR RATING.
- G. NO RESIDENCE SHALL HAVE ANY COMMON WALLS WITH ANY OTHER RESIDENCE OR ANY STRUCTURES OF ANY OTHER RESIDENCE.

SECTION 4.06 ACCESSORY STRUCTURES

EXCEPT FOR NAILS, BOLTS, OTHER APPROVED DEVICES AND HARDWARE FIXTURES USED IN CONNECTION THEREWITH, ALL FENCES, SCREENS,

RETAINING WALLS, AND SIMILAR EXTERIOR STRUCTURES SHALL BE CONSTRUCTED SOLELY OF MATERIALS NATURAL IN APPEARANCE; PROVIDED, HOWEVER, THAT FENCES USED TO ENCLOSE ANIMALS AND FOWL AND TENNIS COURT FENCING MAY BE CONSTRUCTED OF OTHER MATERIAL. ACCESSORY STRUCTURES SHALL BE CONSTRUCTED OF MATERIALS AS LISTED UNDER SECTION 4.01. NO METAL ACCESSORY STRUCTURES ARE ALLOWED UNLESS FULLY SCREENED FROM VIEW OF NEIGHBORING PARCELS AND STREETS.

SECTION 4.07 TERMINATION OR AMENDMENT

THESE RESTRICTIONS MAY BE TERMINATED OR AMENDED AT ANY TIME, OR FROM TIME TO TIME, BY AN INSTRUMENT IN WRITING SIGNED BY AND AGREED UPON BY A SUPER-MAJORITY OF TWO-THIRDS ($2/3^{\text{rd}}$) OF AFFECTED PROPERTY OWNERS; SAID WRITTEN INSTRUMENT SHALL BECOME EFFECTIVE UPON ITS RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DEL NORTE COUNTY, STATE OF CALIFORNIA.

SECTION 4.08 MAINTENANCE OF IMPROVEMENTS

IN ACCORDANCE WITH CALIFORNIA *CIVIL CODE SECTION 875*, OR ANY SUCCESSOR STATUTE, THE MAINTENANCE AND UPKEEP OF SUBDIVISION ROADS AND ASSOCIATED SHARED IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF ALL OWNERS AND THEY ARE BOUND BY THE CONDITIONS AND OBLIGATIONS, AS SET FORTH IN THE NAUTICAL HEIGHTS SUBDIVISION MAINTENANCE AGREEMENT. FOR FURTHER DETAILS SEE THE NAUTICAL HEIGHTS SUBDIVISION MAINTENANCE AGREEMENT RECORDED CONCURRENTLY WITH THESE COVENANTS, CONDITIONS AND RESTRICTIONS.

SECTION 4.09 NOTICES; DOCUMENTS; DELIVERY.

ANY NOTICE OR OTHER DOCUMENT PERMITTED OR REQUIRED BY NAUTICAL HEIGHTS RESTRICTIONS TO BE DELIVERED SHALL BE DELIVERED EITHER PERSONALLY OR BY MAIL. IF DELIVERY IS MADE BY MAIL, IT SHALL BE DEEMED DELIVERED FORTY-EIGHT (48) HOURS AFTER A COPY OF THE SAME HAS BEEN DEPOSITED IN THE UNITED STATES FIRST CLASS MAIL, POSTAGE PAID.

SECTION 4.10 ENFORCEMENT; NON-WAIVER.

EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY OWNER OR OWNERS SHALL HAVE THE RIGHT TO ENFORCE ANY AND ALL OF THE LIMITATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, OBLIGATIONS, AND CHARGES NOW OR HEREAFTER IMPOSED BY NAUTICAL HEIGHTS RESTRICTIONS UPON OTHER OWNERS, OR UPON ANY PROPERTY WITHIN THE NAUTICAL HEIGHTS SUBDIVISION BY PROCESS OF ANY LEGAL REMEDY.

EVERY ACT OR OMISSION WHEREBY ANY RESTRICTION, CONDITION, OR COVENANT OF NAUTICAL HEIGHTS RESTRICTIONS IS VIOLATED IN WHOLE OR IN PART IS HEREBY DECLARED TO BE AND TO CONSTITUTE A NUISANCE WHICH MAY BE ADJOINED OR ABATED, WHETHER OR NOT THE RELIEF SOUGHT IS FOR NEGATIVE OR AFFIRMATIVE ACTION, BY AN OWNER OR OWNERS AS PROVIDED IN THESE ARTICLES.

THE FAILURE TO ENFORCE THE PROVISIONS OF ANY LIMITATION, RESTRICTION, COVENANT, CONDITION, OBLIGATION, OR CHARGE OF NAUTICAL HEIGHTS RESTRICTIONS SHALL NOT CONSTITUTE A WAIVER TO ANY RIGHT TO ENFORCE ANY SUCH PROVISION OR ANY OTHER PROVISION OF NAUTICAL HEIGHTS RESTRICTIONS.

**SECTION 4.11 CONSTRUCTION; COMPLIANCE
WITH LAWS; SEVERABILITY.**

ALL OF THE LIMITATIONS, RESTRICTIONS, COVENANTS, AND CONDITIONS OF NAUTICAL HEIGHTS RESTRICTIONS SHALL BE LIBERALLY CONSTRUED TO PROMOTE AND EFFECTUATE THE FUNDAMENTAL PURPOSES OF NAUTICAL HEIGHTS, AS SET FORTH IN THE INTRODUCTORY PARAGRAPHS OF THIS DECLARATION.

NO PROVISIONS OF NAUTICAL HEIGHTS RESTRICTIONS SHALL BE CONSTRUED TO EXCUSE ANY PERSON FROM OBSERVING ANY LAW OR REGULATION OF ANY GOVERNMENTAL BODY HAVING JURISDICTION OVER SUCH PERSON OR NAUTICAL HEIGHTS OR ANY PART THEREOF.

ARTICLE V: ANNEXATION

5.01 THE PROPERTY DESCRIBED IN *EXHIBIT "B"* ATTACHED TO THIS DECLARATION, OR ANY PART THEREOF, MAY BE MADE SUBJECT TO THIS DECLARATION UNILATERALLY BY THE OWNER THROUGH THE RECORDATION OF A "DECLARATION OF ANNEXATION" DESCRIBING THE APPLICABLE PORTION OF THE PROPERTY TO BE ANNEXED. SAID DECLARATION OF ANNEXATION MAY CONTAIN SUCH COMPLEMENTARY ADDITIONS AND MODIFICATIONS OF THE COVENANTS AND RESTRICTIONS CONTAINED IN THE DECLARATION AS OWNER MAY DEEM NECESSARY TO REFLECT THE DIFFERENT CHARACTER, IF ANY, OF THE ADDED PROPERTY, AND STILL REMAIN CONSISTENT WITH THE GENERAL SCHEME OF THIS DECLARATION. SAID DECLARATION OF ANNEXATION SHALL INCLUDE A DESIGNATION BY LOT NUMBER OF THE LOTS MADE SUBJECT TO THIS DECLARATION. EACH OWNER BY ACCEPTANCE OF A DEED, ACKNOWLEDGES AND AGREES THAT THEY SHALL NOT OPPOSE OR OBJECT

TO THE RESIDENTIAL SUBDIVISION DEVELOPMENT OF THE REAL PROPERTY DESCRIBED IN DESCRIBED IN SAID *EXHIBIT "B"* AND THEY SHALL NOT REQUEST OR DEMAND THAT ADDITIONAL CONDITIONS, REQUIREMENTS, AND/OR RESTRICTIONS BE IMPOSED ON SAID RESIDENTIAL SUBDIVISION DEVELOPMENT.

ARTICLE VI. SCOPE AND DURATION

6.01. ALL THE COVENANTS AND RESTRICTIONS IN THIS DECLARATION ARE IMPOSED ON THE PROPERTY FOR THE DIRECT BENEFIT OF THE PROPERTY AND THE OWNERS OF THE PROPERTY AS A PART OF A GENERAL PLAN OF IMPROVEMENT, DEVELOPMENT, BUILDING, OCCUPATION, AND MAINTENANCE. THESE COVENANTS AND RESTRICTIONS WILL RUN WITH THE LAND AND WILL BE BINDING ON ALL OF THE OWNERS OF THE PROPERTY AND ALL PERSONS CLAIMING UNDER THEM, AND CONTINUE TO BE IN FULL FORCE AND EFFECT FOR A PERIOD OF TWENTY-FIVE (25) YEARS EACH, UNLESS AN INSTRUMENT, SIGNED BY TWO-THIRDS (2/3RDS) OF THE THEN OWNERS OF RECORD OF THE PROPERTY HAS BEEN RECORDED, AGREEING TO AMEND THIS DECLARATION IN WHOLE OF IN PART OR TO TERMINATE THIS DECLARATION.

ARTICLE VII. PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES

7.01 THE OWNER OF ANY ENCUMBRANCES FOR VALUE ON ANY BUILDING SITE AND ANY CORPORATION INSURING THE LIEN OF SUCH ENCUMBRANCE MAY CONCLUSIVELY PRESUME THAT NO BREACH EXISTS UNDER THIS DECLARATION, PROVIDED THAT SUCH ENCUMBRANCE IS RECORDED WITH THE DEL NORTE COUNTY RECORDER BEFORE THE START OF ANY ACTION

TO ESTABLISH A BREACH AND NOT WITHIN SIXTY (60) DAYS AFTER THE RECORDING OF ANY NOTICE OF NONCOMPLIANCE, ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY NOTWITHSTANDING.

FOR THE PURPOSE OF CERTIFYING, GUARANTEEING, OR INSURING TITLE TO, ANY LIEN ON, OR INTEREST IN, ANY LOT OR PARCEL OF THE PROPERTY, AND FOR THE PURPOSE OF PROTECTING PURCHASERS AND ENCUMBRANCES FOR VALUE AND IN GOOD FAITH AS AGAINST THE PERFORMANCE OR NONPERFORMANCE OF ANY OF THE ACTS IN THIS DECLARATION AUTHORIZED, PERMITTED, OR TO BE APPROVED BY THE ARCHITECTURAL COMMITTEE, THE RECORDS OF THE ARCHITECTURAL COMMITTEE ARE PRIMA FACIE EVIDENCE OF ALL MATTERS SHOWN BY THOSE RECORDS. FURTHERMORE, THE ISSUANCE OF A CERTIFICATE OF ACCEPTANCE BY THE ARCHITECTURAL COMMITTEE, WHICH CERTIFICATE SHOWS APPROVAL OF THE PLANS AND SPECIFICATIONS FOR IMPROVEMENT OR OTHER MATTERS PROVIDED FOR IN THIS DECLARATION AND SHOWS THAT THE IMPROVEMENTS HAVE BEEN MADE IN ACCORDANCE THEREWITH, IS PRIMA FACIE EVIDENCE FOR ALL MATTERS WITHIN THE JURISDICTION OF THE ARCHITECTURAL COMMITTEE AND WILL FULLY JUSTIFY AND PROTECT ANY TITLE COMPANY OR PERSON CERTIFYING, GUARANTEEING, OR INSURING THE TITLE, AND WILL ALSO FULLY PROTECT ANY PURCHASER OR ENCUMBRANCER FOR VALUE AND IN GOOD FAITH IN ACTING THEREON.

ARTICLE 8. GENERAL PROVISIONS

8.01 INTERPRETATION

ALL QUESTIONS OF INTERPRETATION OR CONSTRUCTION OF ANY OF THE TERMS OR RESTRICTIONS IN THIS DECLARATION WILL BE RESOLVED BY THE ARCHITECTURAL COMMITTEE OR THE DECLARANTS, AND THAT DECISION WILL BE FINAL, BINDING, AND CONCLUSIVE ON ALL PARTIES

AFFECTED. THE SINGULAR INCLUDES THE PLURAL WHEREVER THE CONTEXT OF THIS DECLARATION REQUIRES. THE HEADINGS ARE NOT A PART OF THE DECLARATION, AND WILL NOT AFFECT THE INTERPRETATION OF ANY PROVISION.

8.02 SEVERABILITY

IF ANY OF THE TERMS OR PROVISIONS OF THIS DECLARATION ARE HELD TO BE INVALID OR UNLAWFUL BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION, THAT INVALIDITY OR ILLEGALITY SHALL NOT AFFECT THE VALIDITY OF ANY OTHER TERM OR PROVISIONS OF THIS DECLARATION.

8.03 FAIR HOUSING

NEITHER DECLARANTS NOR ANY OWNER MAY DIRECTLY OR INDIRECTLY FORBID THE CONVEYANCE, ENCUMBRANCE, RENTING, LEASING, OR OCCUPANCY OF AN OWNER'S LOT TO ANY PERSON ON THE BASIS OF RACE, COLOR, SEX, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY, OR OTHER PROHIBITED BASIS.

IN WITNESS WHEREOF, DECLARANTS HAVE EXECUTED THIS AGREEMENT IN COUNTERPARTS AS OF THE DATE FIRST ABOVE WRITTEN.

**NAUTICAL HEIGHTS LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY**

**BY: MICHAEL GEORGE,
ITS MANAGING MEMBER**

**BY: _____
MICHAEL GEORGE, MANAGING MEMBER**

MARGRET LEWIS

THOMAS RIEL

JUDY RIEL

JOHN LEONG

CYNTHIA LEONG

WILL ROGERS

THELMA ROGERS

MARK RICHIE

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ 2006, before me, _____,
Notary Public, personally appeared MARGRET LEWIS, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same
in her authorized capacity, and that by her signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ 2006, before me, _____,
Notary Public, personally appeared THOMAS RIEL, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument, the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ 2006, before me, _____,
Notary Public, personally appeared JUDY RIEL, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged to me that she executed the same in her
authorized capacity, and that by her signature on the instrument, the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ 2006, before me, _____,
Notary Public, personally appeared JOHN LEONG, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument, the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ 2006, before me, _____,
Notary Public, personally appeared CYNTHIA LEONG, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same
in her authorized capacity, and that by her signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ 2006, before me, _____,
Notary Public, personally appeared WILL ROGERS, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument, the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ 2006, before me, _____,
Notary Public, personally appeared THELMA ROGERS, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same
in her authorized capacity, and that by her signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ 2006, before me, _____,
Notary Public, personally appeared MARK RITCHIE, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ 2006, before me, _____,
Notary Public, personally appeared RONDA RITCHIE, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same
in her authorized capacity, and that by her signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ 2006, before me, _____,
Notary Public, personally appeared GLENN GOLDAN, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
