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Robert I. Long, Esq.
MYERS, WIDDERS, GIBSON & LONG, L.L.P.
Post Office Box 7209
Ventura, California 93006



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FIRST RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF OAK RANCH ESTATES HOMEOWNERS ASSOCIATION

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FIRST RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
OAK RANCH ESTATES HOMEOWNERS ASSOCIATION

ARTICLE I
PREAMBLE

SECTION 1.01. THIS DECLARATION is made with reference to the facts set forth in this Article.

SECTION 1.02. That certain Declaration of Covenants, Conditions, Restrictions and Reservations Oak Ranch Estates and Amendment No. 1 thereto listed in Exhibit "A" (collectively, the "Original Declaration"), which were executed by Oak Ranch Estates Homeowners Association, a California corporation ("Association"), and recorded in the Official Records of Ventura County, California, at the book and page numbers or instrument numbers, as applicable, of said Official Records identified in Exhibit "A", are hereby consolidated into this single Declaration covering all of Oak Ranch Estates and are amended and restated in their entirety to read as follows:

SECTION 1.03. Association was the original owner of that certain real property situated in the unincorporated area of the County of Ventura, State of California, more particularly described as follows:

"Tract 2546-1, County of Ventura as per map recorded in Book 77 pages 31-34 of Miscellaneous Records, and Tract 2546-2, County of Ventura, State of California, as per map recorded in Book 80 pages 62-65 of Miscellaneous Records, in the Office of the County Recorder of said County."

SECTION 1.04. Association conveyed all of the real property referred to in Section 1.03 above, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original Declarations referred to above, 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 be binding on all parties having or acquiring any liens and charges as set forth in the Original Declarations referred to above, 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 be binding on all parties having or acquiring any right, title or interest in said real property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

SECTION 1.05. It was the further intention of the Association to subdivide and develop all of the real property referred to in Section 1.03 above, as a planned development, subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes between Association and such Owners which are set forth in this Declaration and which are intended to be in furtherance of a general plan for the subdivision, development, sale and use of the said real property as a "planned development" as that term is defined in Section 1351(k) of the California Civil Code. Finally, it was the intention of Association that the Common Areas be owned and maintained by the Association, but reserved exclusively for the use and enjoyment of the Members of the Association, their tenants, lessees, guests and invitees, all subject to the terms and conditions of the Original

SECTION 1.06. On July 10, 1999, seventy-five percent (75%) of the Owners of Lots within Oak Ranch Estates voted to amend and restate the Original Declaration, all in accordance with procedures for amendment set forth in the Original Declaration. It was the intention of said 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 is attested to by the execution of this Declaration by duly authorized officers of the Association, as required by California Civil Code Section 1355(a). As so amended and restated, the easements, covenants, restrictions and conditions set forth herein shall run with the real property described in Section 1.03 and shall be binding upon all parties having or acquiring any right, title or interest in said real property or any portion thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE II DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article II shall, for the purposes of this Declaration, have the meanings herein specified.

SECTION 2.01. "Architectural Committee" means the committee created under Article VI.

SECTION 2.02. "Architectural Committee Rules" means the rules adopted by the Architectural Committee pursuant to Section 6.05.

SECTION 2.03. "Articles" means the Articles of Incorporation of Oak Ranch Estates Homeowners Association which are or shall be filed in the Office of the California Secretary of State, as such Articles may be amended from time to time.

SECTION 2.04. "Association" means the Oak Ranch Estates Homeowners Association, a California nonprofit mutual benefit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), its successors and assigns. The Association is an "association" as defined in California Civil Code Section 1351(a).

SECTION 2.05. "Beneficiary" means a mortgagee under a mortgage as well as a beneficiary under a deed of trust, irrespective of whether it is all-inclusive or conventional.

SECTION 2.06. "Board of Directors" or "Board" means the Board of Directors of the Association.

SECTION 2.07. "Bylaws" means the Bylaws of the Association, as such Bylaws may be amended from time to time.

SECTION 2.08. "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners.

SECTION 2.09. "Declaration" means this First Amended Declaration of Covenants, Conditions and Restrictions for Oak Ranch Estates as said Declaration may be amended from time to time.

SECTION 2.10. "Family" means one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a Residence.

SECTION 2.11. "Improvements" includes buildings, outbuildings, paved areas, roads, driveways, parking areas, carports, fences, screening walls, retaining walls, irrigation systems, stairs, decks, hedges, windbreaks, poles, signs and all other structures of every type and kind.

SECTION 2.12. "Lot" means any plot of land or parcel shown upon any recorded Subdivision Map of a portion of Oak Ranch Estates with the exception of the Common Areas.

SECTION 2.13. "Manager" means any person, partnership or corporation appointed as such.

SECTION 2.14. "Member" means every person or entity who holds a membership in the Association.

SECTION 2.15. "Oak Ranch Estates" means the real property described in Section 1.03 of this Declaration, as it is now and may from time to time be developed and improved.

SECTION 2.16. "Oak Ranch Estates Homeowners Association Rules" mean the rules adopted by the Board, as they may from time to time be in effect.

SECTION 2.17. "Operating Fund" means the fund created for the receipts and disbursements of the Association, pursuant to Section 5.01.

SECTION 2.18. "Owner" means any person, firm, corporation or other entity which owns a fee simple interest in any Lot or Residence situated within Oak Ranch Estates, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

owns a fee simple interest in any Lot or Residence situated within Oak Ranch Estates, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2.19. "Residence" means a single family dwelling structure situated upon a Lot designed or arranged for use and occupancy as a residence by a single family.

SECTION 2.20. "Residential Lot" means any Lot which is not a part of the Common Area.

SECTION 2.21. "Restrictions" mean the within Declaration and as it may from time to time be amended.

SECTION 2.22. "Single Family Residential Use" means occupation and use of a Lot for single family dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning or other applicable laws or governmental regulations limiting the number of persons who may occupy single family residential dwellings.

ARTICLE III PROPERTY SUBJECT TO RESTRICTIONS

SECTION 3.01. *Oak Ranch Estates.* The real property which shall be held, used, leased, sold and conveyed subject to this Declaration is the property referred to herein as Oak Ranch Estates. All of said property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the Oak Ranch Estates Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of the Oak Ranch Estates Restrictions shall run with said real property and shall be binding upon and inure to the benefit of the Association, each Owner of a Lot and each successor in interest of such Owner. Each and all of the covenants, conditions, restrictions, limitations, easements, uses and obligations contained herein shall be deemed to be and shall be construed as equitable servitudes enforceable by any of the Owners of any Lot against other Owners, tenants or occupants of Oak Ranch Estates, or any portion thereof.

SECTION 3.02. *Annexation.* Additional real property may be annexed to Oak Ranch Estates and become subject to this Declaration upon the approval by the vote or written consent of the Members entitled to exercise not less than two-thirds of the voting power residing in Members. Upon obtaining the requisite membership approval, the owner of any real property who desires to annex it and subject it to the jurisdiction of the Association shall file of record a Supplemental Declaration. A Supplemental Declaration, or other similar instrument, with respect to the additional real property, shall be executed by the owner thereof and shall extend the general plan and scheme of this Declaration to such real property. The filing of record of said Supplemental Declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of Oak Ranch Estates and shall become subject to the functions, powers and jurisdiction of the Association, and the owners of lots in said real property shall automatically become members of the Association. The filing of record of said Supplemental Declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of Oak Ranch Estates and shall become subject to the functions, powers and jurisdiction of the Association, and the owners of lots in said real property shall automatically become members of the Association.

SECTION 3.03. *Single Family Use.* Each Residential Lot shall be used exclusively for residential purposes. No Residential Lot or Improvements thereon shall be used for any commercial purposes.

SECTION 3.04. *Architectural Control.* No Improvements shall be erected, placed, or altered on any Lot until the construction plans and specifications, color schemes and a plan showing the location of the Improvements have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of the external design with existing Improvements and location.

SECTION 3.05. Permitted Improvements. The primary improvements on each Residential Lot shall be one detached, single-family dwelling with a floor area of not less than one thousand five hundred (1,500) square feet, exclusive of outside or open porches, basements, cellars, garages and carports. A Residential Lot may also be improved with one additional attached or detached dwelling for servants and/or guests, without kitchen facilities other than a small kitchenette suitable only for preparing breakfasts and light lunches; provided, however, that no such additional dwelling shall ever be rented separately from the primary dwelling; and provided further, that no such additional dwelling shall be erected until the primary dwelling on the same Lot has been constructed or is in the process of construction. Each Residential Lot may also be improved by one garage designed for use by not more than three (3) automobiles, one barn or stable, one corral, one swimming pool, and such decks, paved areas, screening walls, fences, hedges and windbreaks as may be incidental or appurtenant to the residential use of the premises; but barns, stables, and corrals may be erected only on Lots of twenty thousand (20,000) square feet or more. All residential structures shall be built with raised sub-floor construction, excepting garages, patios, barns, carports and stables which may utilize slab concrete construction. No other Improvements shall be erected or permitted upon a Residential Lot without the express written consent of the Architectural Committee, the provisions of Section 6.08 below for tacit approval notwithstanding.

SECTION 3.06. Dwelling Facilities. No Improvements, vehicles or temporary shelters shall be used or permitted to be used for sleeping purposes in Oak Ranch Estates other than a completed primary or additional dwelling authorized under Section 3.03 above.

SECTION 3.07. Height Limitation. No Improvements exceeding one and one-half stories in height shall be erected or maintained except with the express written consent of the Architectural Committee, the provisions of Section 6.08 below for tacit approval notwithstanding.

SECTION 3.08. Fences and Walls. The height limits, specifications, material and color of all fences, hedges and walls shall be determined and specified by the Architectural Committee. No fence, hedge or wall shall be installed, altered, modified, removed or demolished without the written approval of the Architectural Committee. No fences, hedges or walls shall be erected or maintained on any Lot other than as are already in place as of the date of adoption of this restatement or as installed by Association, unless first approved by the Architectural Committee. ~~All fences placed along the equestrian trail easements by Lot Owners shall be in accordance with the design standard established by the Association for construction of fences along equestrian trails.~~ No fences, hedges or walls shall be erected or maintained on any Lot other than as are already in place as of the date of adoption of this restatement or as installed by Association, unless first approved by the Architectural Committee. All fences placed along the equestrian trail easements by Lot Owners shall be in accordance with the design standard established by the Association for construction of fences along equestrian trails.

SECTION 3.09. Storage and Rubbish. All equipment, garbage cans, trash, garden cuttings and branches, wood piles, storage piles and the receptacles containing the same shall be kept screened and concealed from view of neighboring Lots and streets. All rubbish, trash, garbage and debris shall be regularly removed from each Residential Lot and shall not be allowed to accumulate thereon or adjacent thereto.

SECTION 3.10. Paint. All colors of paint to be used on the exterior on any dwelling, barn, stable, fence or wall must first be approved by the Architectural Committee, except for repainting the existing approved color.

SECTION 3.11. Nuisances. No noxious or offensive activity, shall be carried on or permitted upon any Lot, nor shall anything be done or permitted thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed within any Residential Lot. Also without limiting the generality of the foregoing, all laundry drying equipment, clotheslines and clothesline poles shall be concealed from the view of neighboring Lots and streets.

SECTION 3.12. Vehicle Parking. No mobile home, trailer of any kind, permanent tent or similar structure, truck camper or recreational motor home, boat or boat trailer, or commercial vehicle of any nature shall be parked or stored, either temporarily or permanently, on any street of Oak Ranch Estates, or on any Lot therein, except as hereinafter provided; nor shall any motor vehicle not capable of being operated be parked for longer than forty-eight (48) hours outside of a garage on any Lot; nor shall any painting, repairing or mechanical work be done on any vehicle on any street or Lot other than customary minor maintenance work and minor emergency repairs on such vehicles.

Horse trailers, campers, boats and boat trailers and recreational vehicles can be kept on any Lot provided that such vehicles are not visible from adjacent Lots or streets. Plans for parking areas for such vehicles shall be first submitted to the Architectural Committee for approval and shall set forth the intended use of landscaping, fences or structures to be used in storing or parking such vehicles. No such vehicle shall be parked or stored on any Lot, either temporarily or permanently, until the plans therefor have been submitted, approved and certified as complete by the Architectural Committee.

Commercial vehicles being utilized to provide services to the Owners of Lots or the Association can be temporarily parked on the streets and any Lot during the period necessary to provide such services.

Association can be temporarily parked on the streets and any Lot during the period necessary to provide such services.

SECTION 3.13. Signs. No signs whatsoever (including, without limitation, commercial, "for rent", political and similar signs) shall be erected or maintained on any Lot except:

- (a) Such signs as may be required by legal proceedings;
- (b) Realtor identification and "for sale" signs of a customary and reasonable size; and,
- (c) Signs designating location of Common Areas and equestrian trails.

SECTION 3.14. Horses. Subject to all applicable state, county, and other governmental laws, ordinances and regulations, horses may be kept at Oak Ranch Estates as follows:

(a) Not more than two (2) horses on any Residential Lot the area of which equals or exceeds forty-three thousand five hundred sixty (43,560) square feet.

(b) Not more than one (1) horse on any Residential Lot the area of which equals or exceeds twenty thousand (20,000) square feet but which is smaller than forty-three thousand five hundred sixty (43,560) square feet.

(c) No horses on any Residential Lot which is smaller than twenty thousand (20,000) square feet.

(d) Horses may be kept on the Common Area only in the area north of Ridge Line Drive. This shall not restrict the right of horses to be walked, ridden or otherwise used for recreational uses in the remaining area of the Common Area.

Notwithstanding the foregoing, any foal born to a horse which is permitted on any given Residential Lot may remain on the same Residential Lot until the foal attains one year of age. Horses may also be kept in the Common Area subject to such conditions, regulations and fees as shall be established by the Association.

SECTION 3.15. Oaks. Each Owner shall, at his or her sole cost and expense, maintain, keep, preserve and care for all oak trees located on his or her Residential Lot in accordance with standard horticultural principles so as to preserve such trees. No Owner shall, without first procuring the written consent of the Architectural Committee, remove, destroy or in any manner damage any oak tree located on his or her Residential Lot, including all devices constructed thereon to preserve and protect such oak trees. No Owner shall prune or trim any oak tree except in accordance with the advice and recommendations of a professional horticulturist or tree service company. No Owner shall permit any thing or condition to exist upon his or her Residential Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

SECTION 3.16. Restrictions on Further Subdivision. No Lot shall be subdivided noxious insects.

SECTION 3.16. Restrictions on Further Subdivision. No Lot shall be subdivided nor shall any less than all of any Lot be conveyed by an Owner thereof, nor shall any easement or other interest in a Lot be conveyed without the prior written approval of the Architectural Committee. This Section 3.17 may be amended only upon receipt of the written consent of not less than eighty percent (80%) of the Owners.

SECTION 3.17. Grades and Slope Control. Without the prior written approval of the Architectural Committee (i) no grade shall be constructed, reconstructed, or maintained on any Lot or any portion thereof with a slope steeper than a ratio of one and one-half feet horizontal to one foot vertical (1-1/2:1), and (ii) no existing grade shall be altered or modified by changing its location or the degree or direction of its slope. Any applicant for a deviation in the foregoing requirements shall furnish the Architectural Committee with such engineering and/or

geological data concerning erosion, earth movement, drainage, hazards to persons or public or private property and any other matters which the Architectural Committee shall deem material thereto. All grades, except natural grades, having a slope steeper than a ratio of two feet horizontal to one foot vertical (2:1) shall be planted and maintained with growing vegetation sufficient to control erosion of such grades. All such vegetation and the watering and maintenance facilities therefor shall be approved by the Architectural Committee.

SECTION 3.18. Drainage. No Owner shall, without first procuring the written consent of the Architectural Committee, interfere with or modify the established drainage patterns over his or her Residential Lot from or to other Lots. Each Owner shall grant the Association, other Owners and their respective agents free access to slope or drainage ways whenever necessary or desirable for the maintenance of such slopes or drainage facilities for the protection and use of other Lots.

SECTION 3.19. Underground Utilities. No pipes, conduits, lines, wires, equipment or facilities for the communication, transmission or metering of electricity, gas, water, telephone or other utilities shall be constructed, placed or permitted to be placed anywhere in or upon any Lot other than within approved Improvements or attached to the walls thereof, unless the same shall be contained in underground pipes, conduits, cables or vaults concealed in or under approved Improvements.

SECTION 3.20. Rental of Lots. An Owner shall be entitled to rent the single family dwelling situated on his or her Lot to another Family, provided that the term of said rental shall not be for a term less than thirty (30) days.

Nothing in this section shall be deemed to restrict the successive number of rental terms or length of time that a property may be rented to the same individual or individuals.

SECTION 3.21. Animals. Except as otherwise set forth herein, no Lot shall be used to keep any animals or fowl, except for domestic dogs, cats or other domestic household or yard pets, provided that such pets do not become a nuisance to other Owners and, except for cats, are confined to the Lot of the Owner keeping such pets. Such domestic dogs, cats and other domestic household or yard pets shall not be kept, bred or maintained for any commercial purposes.

SECTION 3.22. Antennas. No unsightly object, pole, wire or antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise, except for such as are approved by the Architectural Committee. The Architectural Committee may not deny installation of a satellite dish or antenna or other receiver, but may condition its approval on placement that eliminates or minimizes visibility of the device from the Common Area or other Residential Lots, provided the placement does not significantly increase the installation cost to the Owner, reduce the signal reception quality or result in an unreasonable delay in installation.

SECTION 3.23. Maintenance of Lawns, Plantings and Landscaping. Each Owner of a Lot shall keep all shrubs and trees, grass and plantings of every kind of his or her Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Said Owner and the successors-in-interest to said Owner shall maintain all existing trees. Each Owner shall perform all necessary rodent control activities on his or her Lot. All trees shall be kept sufficiently trimmed so as to prevent safety hazards to other Lots, the Common Area, sidewalks and streets, or the obstruction of equestrian trails and the unreasonable impediment of the view of adjoining Owners. No Owner shall remove, alter, injure or interfere in any way with any existing tree or any tree or shrub in the Common Area without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any Lot at any reasonable time for the purpose of removing a hazard to the Common Area. Routine weed and rodent control shall be performed on the Common Area by the Association in accordance with Section 3.30 herein.

SECTION 3.24. Trash Containers and Collection. All garbage and trash shall be stored in covered containers. Garbage and trash containers can be placed along any street only one day prior to pick-up days and must be promptly removed when emptied.

SECTION 3.25. Barbecues. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed for such purposes.

SECTION 3.26. Trail Encroachments. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise to encroach above any pedestrian way or equestrian trail at a height of less than twelve (12) feet above ground level without the prior approval of the Architectural Committee.

SECTION 3.27. Mineral Exploration. No property within Oak Ranch Estates shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind.

SECTION 3.28. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within Oak Ranch Estates 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 or the performance kind shall be placed, operated or maintained upon or adjacent to any Lot within Oak Ranch Estates 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 or the performance of activities which are otherwise permitted under this Declaration. Such machinery or equipment shall be maintained and located in such manner as to not become a nuisance to adjacent Owners and, when not in use, shall not be visible from any street or any other Lot.

SECTION 3.29. Right of Entry. After reasonable notice and during reasonable hours, any member of the Architectural Committee or any member of the Board, or any authorized representative or any of them, shall have the right to enter upon and inspect any building, site, Lot or parcel and improvements thereon, in the presence of the Owner, adult resident, or their representative, for the purpose of ascertaining whether or not the provisions of these Restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

SECTION 3.30. Maintenance, Repair and Reconstruction. No building or structure on any Lot shall be permitted to fall into disrepair and the landscaping thereon shall be kept adequately watered and weed free. Each such building and structure shall at all times be kept in good condition and repair and be adequately painted or otherwise finished. Prior written consent of the Architectural Committee shall be obtained before any painting or refinishing of a dwelling unit or exterior appurtenance thereto, if such painting or refinishing involves a change of color or texture. No Owner shall do any act or work that will impair the structural soundness of any building or the safety of the property. If any improvements on a Lot are damaged or destroyed by fire or any other calamity, the insurance proceeds shall be paid to the Owner of said Lot, or the mortgagees thereof, as their respective interests may appear, and such Owner or mortgagee shall use said proceeds to rebuild, repair the damage or clear the property of all debris.

In the event said Owner does not commence such rebuilding or repair within a reasonable time, the Association may bring suit for an injunction to compel the Owner to perform said rebuilding, repair or clean up. Such a reasonable time shall be presumed to be no greater than one (1) year.

Weed control, rodent control and fire abatement procedures shall be performed when necessary by the Association on vacant Lots without prior notice to the Owners of such Lots, and the cost thereof shall be charged to the Owners of such Lots in accordance with the provisions of Section 5.03 herein.

ARTICLE IV COMMON AREA

SECTION 4.01. Improvements in Common Area. No improvements of any kind or nature shall be constructed, altered or allowed to remain in the Common Area, except stables, barns, riding rings, jumping courses, club houses, swimming pools, tennis courts, lakes and ponds, recreational facilities, bridle paths or fences for the benefit or use of all Owners. All such improvements shall be approved by the Architectural Committee, as elsewhere herein provided, and shall conform and harmonize in appearance, location on the site and cost with existing improvements in the Common Area and with the overall development plan for Oak Ranch Estates.

improvements in the Common Area and with the overall development plan for Oak Ranch Estates.

SECTION 4.02. Use of Common Area. All Owners and their bona fide guests shall have nonexclusive rights to use the Common Area and related facilities, subject to such rules and regulations as may be adopted and published by the Association governing such use. The Association may establish a reasonable fee schedule for specific facilities and uses in the Common Area, including (without limitation) the stabling of horses.

SECTION 4.03. Limitations on Use of Common Area.

4.03.01. Firearms. No guns or firearms of any nature shall be used on any of the Common Area except by a policeman, sheriff, authorized armed guard or other such officer in the performance of his official duties.

4.03.02. *Hunting.* No hunting of any nature shall be allowed on any of the Common Area, whether by firearm, bow and arrow, or otherwise.

4.03.03. *Motor vehicles.* No motor vehicle, motorized bicycle, or motorized vehicle of any nature may be used on the Common Area except as follows:

(a) Ambulance, police or fire vehicles in the performance of official duties;

(b) Maintenance equipment used in the performance of work authorized by the Association;

(c) Such motor vehicles as are specifically authorized, in writing, by the Association for specific occasions but not for general use. The Association may issue blanket authorizations for motor vehicles used for the transportation of horses and supplies, subject to such regulations and limitations as the Association may deem appropriate.

4.03.04. *Fires.* No fires may be started in any Common Area except in the areas designated for such purpose by the Association.

ARTICLE V FUNDS AND ASSESSMENTS

SECTION 5.01. Operating Fund. The Association shall maintain an operating fund, into which the Board shall deposit all funds paid to the Association as maintenance and operation assessments and special assessments, together with any unexpended reserve funds or other fees. Said funds shall only be used for and applied to the common specific purposes of the members as herein set forth.

SECTION 5.02. Maintenance and Operation Assessments.

SECTION 5.02. Maintenance and Operation Assessments.

5.02.01. Regular Assessments.

(a) Not less than thirty (30) days nor more than sixty (60) days prior to the beginning of each fiscal year, the Board shall prepare a pro forma operating budget. Subject to the limitation herein, the Board shall then allocate and assess the estimate of total charges contained in said pro forma operating budget to each Lot Owner equally by dividing said estimate by the total number of Lots in Oak Ranch Estates, as provided for herein, plus any which hereafter may be annexed. All funds of the Association shall be budgeted, allocated, assessed and collected for current maintenance

and operation of Oak Ranch Estates, contingencies, deferred maintenance and replacement of capital improvements. Prior to the end of each fiscal year, the Lot Owners shall receive an accounting of assessment receipts and disbursements for that calendar year. If such accounting shows that a surplus of cash results in the project's current maintenance and operation account, such surplus shall be carried over to future assessment periods.

(b) The Board has authority to impose the regular assessments called for in subsection (a) above, provided that annual increases in regular assessment, for any fiscal year shall not be imposed unless the Association has distributed the pro forma operating budget with respect to that fiscal year, or has obtained the approval of Owners, constituting a quorum, casting a majority of the votes at a meeting or election of the Association conducted in accordance with Chapter 5 (commencing with Section 7510) of Part 3 of Division 2 of Title 1 of the Corporations Code and Section 7613 of the Corporations Code.

5.02.02. *Special Assessments.* If at any time during any fiscal year, the regular assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may levy a further special assessment in the amount of such actual or estimated inadequacy, which amount shall be assessed to the Owners individually in the manner set forth in subsection 5.02.01 above.

5.02.03. *Limitations on Regular and Special Assessments.* The Board may not impose a regular assessment that is more than twenty percent (20%) greater than the regular assessment for the Association's preceding fiscal year or impose special assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of Owners, constituting a quorum casting a majority of votes at a meeting or election of the Association conducted in accordance with Chapter 5 (commencing with Section 7510) of Part 3 of Division 2 of Title 1 of the Corporations Code and Section 7613 of the Corporations Code. The foregoing meeting or election of the Association conducted in accordance with Chapter 5 (commencing with Section 7510) of Part 3 of Division 2 of Title 1 of the Corporations Code and Section 7613 of the Corporations Code. The foregoing provisions do not limit assessment increases for the following purposes:

(a) an extraordinary expense required by an order of court;

(b) an extraordinary expense necessary to repair or maintain Oak Ranch Estates or any part of it for which the Association is responsible where a threat to personal safety on the property is discovered;

(c) an extraordinary expense necessary to repair or maintain Oak Ranch Estates or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget; provided, however, that prior to the imposition or collection of an assessment under this subsection, the Association shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process and a copy of the resolution shall be distributed to the Members with notice of the assessment; and

(d) an assessment for the purpose of restoring reserve funds transferred to the general operating fund as authorized.

5.02.04. Notice of Increase in Assessments. The Association shall provide notice by first-class mail to the Owners of any increase in the regular or special assessments of the Association, not less than thirty (30) nor more than sixty (60) days prior to the increased assessment becoming due.

5.02.05. Time and Manner of Payment of Assessments. Assessments shall be due and payable by the Owners to the Association during the fiscal year in equal monthly installments, on or before the first day of each month, or in such other manner as the Board shall designate. If not paid within thirty (30) days after its due date, each such delinquency shall thereafter result in a late charge of five dollars (\$5.00) and bear interest at the rate of ten percent (10%) per annum until paid, but the Board may, in its discretion, waive interest, late charges or both, in any particular instance. If any suit or action is brought to collect any such charge, then there shall be added to the amount thereof costs of suit and reasonable attorney's fees to be fixed by the court and included in any judgment in any such suit or action.

SECTION 5.03. Reimbursement Assessment. The Board shall levy an assessment against any Owner as a result of whose failure to comply with these Restrictions, the Oak Ranch

SECTION 5.03. Reimbursement Assessment. The Board shall levy an assessment against any Owner as a result of whose failure to comply with these Restrictions, the Oak Ranch Estates Rules or the Architectural Committee, monies were expended by the Association from the operating fund in performing its functions under these Restrictions. Such reimbursement assessments shall be for the purpose of reimbursing the Association, shall be limited to the amount so expended and shall be due and payable to the Association when levied.

SECTION 5.04 Capital Improvement Fund. The Board shall maintain a Capital Improvement Fund, into which it shall deposit all monies paid to it as capital improvement assessments. Said funds shall be deemed to be contributions to the capital account of the Association by the members and so reflected on its books.

The Board shall make disbursements from said Capital Improvement Fund as required in the performance of the functions for which the capital improvement assessments are levied.

SECTION 5.05. Capital Improvement Assessment.

(a) Upon approval of seventy-five percent (75%) of its Members of a proposed capital improvement and the estimated total cost thereof, such estimated total cost shall be assessed to all Members in equal amounts as a capital improvement assessment.

(b) Subject to the limitations on special assessments set forth in Section 5.02.03 above, if at any time and from time to time a capital improvement assessment proves or appears likely to prove inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may, without obtaining any further approval from the Owners, levy a further capital improvement assessment in the amount of such actual or estimated inadequacy, but not to exceed five percent (5%) of the original assessment which shall be assessed to all such Owners in equal amounts. If such additional assessment shall be in excess of five percent (5%) of the original assessment, the affirmative vote or written consent of seventy-five percent (75%) of the voting members of the Association shall be required for such further assessment.

(c) Capital improvement assessments shall be due and payable by all Owners in such installments and during such period or periods as the Board shall designate.

SECTION 5.06. Default in Payment of Assessments.

(a) The assessments levied by the Board on behalf of the Association under this Article V shall constitute separate assessments. Each assessment levied under this Article V, together with interest, costs and reasonable attorneys' fees shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed, and shall bind his heirs, devisees, personal representatives and assigns. Each assessment levied under this Article V shall also be a charge on the land and shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed, and shall bind his heirs, devisees, personal representatives and assigns. Each assessment levied under this Article V shall also be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. The Association shall have a separate lien and a separate lien is hereby created upon each Lot against which an assessment is made to secure the payment of any assessments under this Article V. The priority of all such liens on each Lot shall be in inverse order, so that upon the foreclosure of the lien for any particular month's charge on any Lot, any such sale of such Lot pursuant to such foreclosure will be made subject to all liens securing the respective monthly charges on such Lot for succeeding months. Each such lien for any particular month's charge shall likewise secure interest thereon if the same is not paid when due, and shall likewise secure costs of suit and reasonable attorneys' fees to be fixed by the court in the event any action or suit is brought to collect such charge.

(b) The Board shall execute and acknowledge a certificate stating the indebtedness secured by the lien upon any Lot, and such certificate shall be conclusive upon the Association and the Owners, in favor of all persons who rely thereon in good faith, as to the amount of such indebtedness on the date of the certificate. The Board shall furnish a copy of such certificate to any Owner upon request. A reasonable fee, not to exceed Twenty-Five Dollars (\$25.00), may be charged for the preparation of such statement.

(c) Each purchaser of any Lot and/or Residence by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association each assessment under this Article V, such assessments to be fixed, established and collected from time to time as herein provided.

(d) Purchasers of any Lot subject to these Restrictions by acceptance of a deed or other conveyance therefor shall become personally obligated and agree to pay such charges that accrue after he or she received title thereto, plus costs of suit, and reasonable attorney's fees as above provided and shall thereby vest in the Association the right and power to bring all actions for the collection of such charges, costs of suit and attorneys' fees, and for the enforcement of such liens. Such right and power shall continue in the Association and such obligations shall run with the land, so that the successive Owner or Owners of record of any Lot within the subject property shall in turn become liable to pay all such charges which shall become a lien thereon during the time they are the record Owner of such Lot within Oak Ranch Estates. After a record Owner transfers of record any Lot owned by him or her, he or she shall not be liable for any charges thereafter to accrue against such Lot. He or she shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer. A contract seller of any Lot shall continue to be liable for all such charges until a conveyance by deed of such property is recorded in the office of the County Recorder of Ventura County; provided, however, that the foregoing provision shall not be applicable to the beneficiary of an all-inclusive deed of trust.

(e) The lien of each of the assessments provided for under this Article V to the beneficiary of an all-inclusive deed of trust.

(e) The lien of each of the assessments provided for under this Article V shall be subordinate to the lien of any first mortgage or mortgages or first deeds of trust now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such first mortgage or first deed of trust or pursuant to a power of such sale in such first mortgage or first deed of trust. Such foreclosure sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. The Board may agree to subordinate the lien of said assessments to the interests of the Department of Veterans Affairs of the State of California under any Cal-Vet

financing contract to the same extent as said liens are made subordinate to liens of first mortgages under this provision.

(f) Any assessment not paid within thirty (30) days after the due date shall be deemed to be in default and shall bear interest from the due date at the rate of ten percent (10%) per annum and the Board on behalf of the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No action shall be brought to foreclose the lien securing any assessment under this Article V less than thirty (30) days following the mailing of a notice of assessment due signed by a majority of the Board to the Owner of such Lot and the recording of a copy of such notice in the Office of the Recorder of Ventura County, State of California. Said notice shall state the amount of the assessment, together with the interest, costs and reasonable attorneys' fees; a description of the Lot against which the same has been assessed and the name or names of the record Owner or Owners thereof and the name and address of the trustee authorized by the Association to enforce the lien by sale, if any. Such notice of assessment may be recorded and an action brought to foreclose the same by the Association, or the Owner of any Lot. Upon the declaration of an assessment and the recording of a notice thereof, the Association may, at its option, declare the entire balance of all sums then due or to become due from the Lot Owner due and payable, which total sum may then be included in any suit, action or proceeding brought to collect said sum, including all costs, charges and attorney's fees.

(g) Each of the Owners does hereby grant and appoint the Association as trustee to enforce and to foreclose such lien by private power of sale as provided in Title 14, Chapter 2, Article I of the Civil Code of the State of California and further grants to the Board on behalf of the Association the authority and power to sell the Lot of such defaulting Owner, or any part thereof, to satisfy said lien, for lawful money of the United States to the highest bidder, provided that such means of enforcement shall not be available to enforce any penalty for breach of any Rules or Restrictions. The Board, as trustee for the remaining Owners or any other Owner, may purchase at said sale. The Board may commence any procedure for collection upon its own decision, and it must so proceed upon the written request therefor signed by any five (5) Owners.

(h) Upon payment of the delinquent assessment or the satisfaction thereof, the Board shall cause to be recorded in the same manner as the notice of assessment a further certificate stating the satisfaction and release of the lien thereof.

(i) In the event any Owner fails to pay any assessment when due, and upon the decision of the Board of Directors, such Owner may be denied the privilege of using or enjoying any of the Common Area or Recreational Facilities until such Owner has paid all delinquent assessments, provided that before

imposing the penalty called for herein, the Board shall provide the Owner with notice thereof and an opportunity for a hearing.

SECTION 5.07. Association Funds. The assessments collected by the Association shall be properly deposited into two or more separate interest-bearing accounts with a savings and loan association or bank selected by the Board, which accounts shall be clearly designated as the Oak Ranch Estates Current Maintenance and Operation Account, and the Oak Ranch Estates Deferred Capital Maintenance and Replacement Account. The assessments collected by the Association shall be held by the Association for and on behalf of each Lot Owner and shall be used solely for the operation, care and maintenance of Oak Ranch Estates as provided in this Declaration. The Board shall allocate a portion of said funds as collected for the annual maintenance and operation of Oak Ranch Estates as specified in the annual budget and the Board shall allocate a portion of said funds as collected as reserves for contingencies, replacement and deferred maintenance of the capital improvements of Oak Ranch Estates as specified in the annual budget. Said funds shall be deposited, as allocated into the appropriate accounts, and said accounts shall be separately maintained by the Association. Upon the sale or transfer of any Lot by any Owner, the Owner's interest in the Association's funds shall be deemed automatically transferred to the successor transferee of such owner.

SECTION 5.08. Failure to Fix Maintenance Assessments. The omission by the Board of Directors to fix the maintenance assessments hereunder before the expiration of any year, for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of these restrictions, or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment amount fixed for the preceding year shall continue until a new assessment is fixed.

ARTICLE VI ARCHITECTURAL COMMITTEE

SECTION 6.01. Organization. There shall be an Architectural Committee consisting of three (3) persons.

SECTION 6.02. Designation of Members and Terms of Office.
consisting of three (3) persons.

SECTION 6.02. Designation of Members and Terms of Office.

(a) **Members.** Each member of the Architectural Committee shall serve for a term of one (1) year unless he or she has resigned or been removed from office. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed.

(b) **Appointment and Removal.** The Board shall have the power to appoint all of the members of the Architectural Committee. Members appointed to the Architectural Committee by the Board shall be from the membership of the Association. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the specification in the Minutes of the Board of each new

Committee member or alternate member appointed and each member or alternate replaced or removed from the Architectural Committee.

(c) *Resignations.* Any member or alternate member of the Architectural Committee may at any time resign from the Committee upon written notice delivered to the Board.

(d) *Vacancies.* Vacancies on the Architectural Committee, however caused, shall be filled by the Board. In the event that a vacancy has not been filled within two (2) months, an interim appointment may be made by the remaining members of the Architectural Committee.

SECTION 6.03. Duties. It shall be the duty of the Architectural Committee to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee Rules, which Rules shall be provided to Owners under separate cover, to perform other duties delegated to it by the Association, and to carry out all other duties imposed upon it by these restrictions.

SECTION 6.04. Meetings. The Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by these Restrictions. The Committee shall keep and maintain a record of all actions taken by it at such meeting or otherwise. The members of the Architectural Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of any Architectural Committee function.

SECTION 6.05. Architectural Committee Rules. The Architectural Committee may, from time to time and in its sole discretion, adopt, amend and repeal, by majority vote, rules and regulations to be known as "Architectural Committee Rules." Said Rules shall interpret and implement the provisions hereof by setting forth the standards and procedures for Architectural Committee review and guidelines for architectural design, placement and size of buildings, landscaping, maintenance requirements, color schemes, exterior finishes and materials and similar features which are recommended for use in Oak Ranch Estates; provided, however, that said Rules shall not be in derogation of the minimum standards required by these Restrictions. . . ., landscaping, maintenance requirements, color schemes, exterior finishes and materials and similar features which are recommended for use in Oak Ranch Estates; provided, however, that said Rules shall not be in derogation of the minimum standards required by these Restrictions.

SECTION 6.06. Application for Approval of Improvements. Any Owner proposing to perform any work of any kind whatever which requires the prior approval of the Architectural Committee, or any other section of this Declaration, shall apply to such Committee for approval by notifying the Architectural Committee of the nature of the proposed work with such information as the Committee may require, including, but not limited to:

(a) a plot plan of the Lot showing the location of all existing and proposed improvements;

(b) elevation drawings;

- (c) a description of exterior materials and colors;
- (d) landscaping drawings; and
- (e) the Owner's proposed construction schedule.

SECTION 6.07. Basis for Approval of Improvements. The Architectural Committee shall grant the requested approval only if:

(a) The Owner shall have strictly complied with the provisions of Section 6.06 above;

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

(c) The members of the Architectural Committee, in their sole discretion, determine that the proposed improvements would be compatible with the standards of Oak Ranch 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.

SECTION 6.08. Form of Approval. All approvals given under Section 6.07 shall be in writing; provided, however, that any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the Architectural Committee shall be deemed approved.

SECTION 6.09. Proceeding With Work. Upon receipt of approval from the Architectural Committee pursuant to Section 6.07 above, 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 to be, in all cases, within one (1) year from the date of such approval; provided, however, that all landscaping on a lot shall be completed no later than six (6) months after commencement of the main residence thereon. If the Owner shall fail to comply with this Section, any approval given pursuant to Section 6.07 above shall be deemed revoked unless the Architectural Committee, upon written request of the Owner made prior to the expiration of said one (1)-year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Architectural Committee that there has been no change in the circumstances upon which the original approval was granted.

SECTION 6.10. Failure to Complete Work. The Owner shall in any event complete the construction, reconstruction, refinishing or alteration of any such improvement and all required landscaping within one (1) year after commencement 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. In the event that the Owner offers a Lot for sale prior to the completion of improvements or landscaping thereon, the Architectural Committee may require the posting of a performance bond to guaranty said completion. If the Owner fails to comply with this Section, the Architectural Committee shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of Section 6.11 below as though the failure to complete the improvement were a noncompliance with approved plans.

SECTION 6.11. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

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

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

(c) 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 Committee shall set a date on which a hearing before the Architectural Committee shall be held regarding the alleged noncompliance. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Architectural Committee to the Owner and, in the discretion of the Architectural Committee, to any other interested party. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Architectural Committee to the Owner and, in the discretion of the Architectural Committee, to any other interested party.

(d) At the hearing, the Owner, the Architectural Committee and, in the discretion of the Architectural Committee, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Architectural Committee 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 Architectural Committee shall notify the Board and the Board shall then require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of notice to the Board. If the Owner does not comply with the Architectural Committee ruling within such period or within any

extension of such period as the Architectural Committee in its discretion may grant, the Board, at its option, shall 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 pursuant to Section 5.03 hereof.

(e) If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of said notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

(f) Notwithstanding the provisions of subsection (e) above, no residence or portions thereof shall be utilized for any purposes until certified as being complete by the Architectural Committee.

SECTION 6.12. *Application for Preliminary Approval.* Any Owner proposing to construct improvements requiring the prior approval of the Architectural Committee may apply to the Committee for preliminary approval by submission of preliminary drawings of the proposed improvements in accordance with the Architectural Committee Rules. The purpose of the preliminary approval procedure is to allow an Owner proposing to make substantial improvements 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:

(a) Within thirty (30) days after proper application for preliminary approval, the Architectural Committee shall consider and act upon such request. The Architectural 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. Failure of the Architectural Committee to act within said thirty (30)-day period shall constitute an approval. In granting or denying approval, the Architectural 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.

(b) Any preliminary approval granted by the Architectural 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 Committee.

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

SECTION 6.13. Waiver. The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural 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.

SECTION 6.14. Liability. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or denial of any 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; or
- (c) The development of any property within Oak Ranch Estates.

Without in any way limiting the generality of the foregoing, the Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Architectural Committee.

SECTION 6.15. Architectural Committee Decision Review. Review of Architectural Committee decisions shall be in accordance with the Bylaws, and the decision of the Board shall be final.

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 7.01. Amendment and Duration.

MISCELLANEOUS PROVISIONS

SECTION 7.01. Amendment and Duration.

7.01.01. Amendment. Amendment of this Declaration shall require the affirmative vote or written consent of not less than a majority of the total voting power of the Association.

7.01.02. Duration. The provisions of these Restrictions, including the covenants, conditions and restrictions contained herein, shall continue and be effective for a period of sixty (60) years from the date of recordation and shall thereafter be automatically extended for successive periods of ten (10) years or until a majority vote of the voting Owners of all of the Lots described in the subject Subdivision Map(s) shall determine that they shall terminate.

SECTION 7.02. Establishment of Restrictions and Covenants. Association hereby declares that Oak Ranch Estates is now held and shall be transferred, sold, leased, conveyed and occupied subject to the restrictions and covenants herein set forth, each and all of which is and are for, and shall inure to, the benefit of, and pass with, each and every parcel of Oak Ranch Estates and shall apply to, and be binding upon, the heirs, assignees and successors in interest of each and every Owner of a parcel or parcels of Oak Ranch Estates.

SECTION 7.03. Restrictions Operate as Covenants. Each purchaser of any parcel of Oak Ranch Estates, by acceptance of a deed therefor, whether or not it shall be expressed in such deed, shall be deemed to covenant and agree with the Association, its successors and assigns, to use Oak Ranch Estates only in accordance with the restrictions herein set forth and to refrain from using any portion of Oak Ranch Estates in any way inconsistent with or prohibited by the provisions of this Declaration.

SECTION 7.04. Enforcement and Nonwaiver.

7.04.01. Right of Enforcement. Except as otherwise provided herein, the Association, or any Owner or Owners, shall have the right to enforce any and all of the covenants, conditions and restrictions now or hereafter imposed by these Restrictions upon the Owners or upon any property within.

7.04.02. Violations and Nuisance. Every act or omission whereby a covenant, condition or restriction of these Restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association, or an Owner or Owners. However, any other provision to the contrary notwithstanding, only the Board of the Association, or its duly authorized agents may enforce by self-help any covenant, condition or restriction herein set forth.

7.04.03. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Oak Ranch Estates is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

of any property within Oak Ranch Estates is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

7.04.04. Remedies Cumulative. Each remedy provided by these Restrictions is cumulative and not exclusive.

7.04.05. Hardship Waiver. Where strict compliance with provisions of this declaration would result in hardship, and Owner may apply to the Board for, and the Board may grant, a minor variance to avoid such hardship.

7.04.06. Nonwaiver. The failure to enforce the provisions of any covenant, condition or restriction contained in these Restrictions shall not

constitute a waiver of any right to enforce any such provisions or any other provisions of said Restrictions.

7.04.07. Summary Regarding Alternative Dispute Resolution. So long as California Civil Code section 1354, or a successor statute, is in effect, the Association shall distribute a summary concerning the requirement to submit certain claims for enforcement of the Declaration, By-Laws, Articles, Rules and Regulations and other documents governing operation of Oak Ranch Estates to alternative dispute resolution before a lawsuit may be filed. Said summary shall be distributed at least annually, either at the time the pro forma operating budget is distributed, or alternatively, as part of a newsletter, magazine or other organ regularly sent to Owners.

SECTION 7.05. Disciplinary Proceedings. In the event of violation or breach of any restriction or covenant herein contained or of any rule or regulation duly promulgated by the Association, the Association may set the matter of the alleged violation or breach for hearing before its Board of Directors. Each person who is allegedly responsible for such alleged violation or breach shall be given at least twenty (20) days notice of such hearing and shall be given the opportunity to be heard thereat. Notice of the time, place and matter of any such hearing shall also be posted in a prominent place at least seventy-two (72) hours in advance thereof. If, after such hearing, the Board finds that a violation or breach of a restriction, covenant, rule or regulation has occurred and that the alleged responsible person is, in fact, responsible for such violation or breach, the Board may impose appropriate discipline including, but not limited to, the suspension of any or all of the violating Owner's rights and privileges as a member of the Association and user of the Common Area and/or the imposition of an assessment in an amount sufficient to remedy or repair the violation or breach. If such disciplinary assessment is imposed, it shall be enforceable in the same manner as regular and special assessments as provided in Article VII above; but the proceeds thereof shall be deposited by the Association at interest as security for the remedy or repair of the violation or breach. The Owner of the affected Lot may direct that the proceeds of such disciplinary assessment be paid to workmen and/or material men, of the Owner's selection, for the remedy or repair of such violation or breach; but the Association shall have the right to impose such conditions upon payment as the Association may deem necessary or appropriate to assure that the remedy or repair is adequately completed in conformity with the Declaration. However, the Association shall not have the right to authorize entry upon a Residential Lot for the purpose of initiating such remedy or repair without the consent of the Owner of the affected Lot. Upon satisfactory completion of remedy or repair, the principal balance of the disciplinary assessment shall be paid over to the then-Owner of the affected Lot, the Association retaining the interest earned thereon to defray its general expenses.

SECTION 7.06. Attorneys' Fees. In any legal or equitable proceeding for the enforcement of, or to restrain the violation of, this Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

SECTION 7.07. Access for Inspection, Construction, Maintenance and Repairs. Duly authorized agent(s) of the Association, upon twenty-four (24) hours' notice, shall have the right to enter upon any Residential Lot at reasonable times as necessary in connection with construction, maintenance or repairs for the benefit of its Common Area or the Owners in common.

SECTION 7.08. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of Oak Ranch Estates is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in Oak Ranch Estates.

SECTION 7.09. Condemnation of Common Maintenance Area. If at any time all or any portion of any Common Area or Common Maintenance Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the holder or holders of the fee title to such area as their interests may appear.

SECTION 7.10. Obligations of Owners. No Owner may avoid the burdens or obligations imposed on him by these Restrictions through non-use of any Common Area or any Common Maintenance Area or the facilities located thereon or by abandonment of his or Lot. Upon the conveyance, sale, assignment or other transfer of a Lot to a new Owner, the transferring Owner shall not be liable for any assessments levied with respect to such Lot after the date of such transfer, and no person, after the termination of his or her status as an Owner and prior to his or her again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of any Owner under these Restrictions.

SECTION 7.11. Annexation. Real property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association only with the vote or written assent of two-thirds (2/3) of the Association's membership.

SECTION 7.12. Mutuality, Reciprocity; Runs With the Land. All restrictions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of Oak Ranch Estates and shall create mutual, equitable

SECTION 7.12. Mutuality, Reciprocity; Runs With the Land. All restrictions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of Oak Ranch Estates and shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; and they shall create reciprocal rights and obligations between the respective Owners of all parcels of Oak Ranch Estates, including the Association, and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns.

SECTION 7.13. Notices. Each Owner of a Residential Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address. The Association shall maintain a file of such addresses. A written or printed notice deposited with the United States Postal Service, postage prepaid, and addressed to any Owner at the last address filed by such Owner with the Association, shall be sufficient and proper notice to such Owner wherever notices are required

to be given under this Declaration. A notice shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been so deposited. The Association's address for purposes of all notices required or permitted to be given hereunder is Post Office Box 282, Oak View, California 93022, or such other address as the Association shall specify from time to time by a notice executed by the Association, mailed to every Owner, and recorded in the official Records of Ventura County, California. Such notice of change of the Association's address shall constitute an amendment to this Declaration, but shall not require the signature of any Owners, notwithstanding the provisions of Section 7.01 above.

SECTION 7.14. Construction and Severability; Singular and Plural; Titles.

7.14.01. Restrictions Construed Together. All of the covenants, conditions and restrictions of these Restrictions shall be liberally construed together to promote and effectuate the fundamental concepts of Oak Ranch Estates, as set forth in the Preamble of this Declaration.

7.14.02. Restrictions Severable. Notwithstanding the provisions of Subsection 7.16.01 above, the covenants, conditions and restrictions of these Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

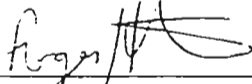
7.14.03. Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter gender shall each include the masculine, feminine and neuter, as the context requires.

7.14.04. Captions. All captions or titles used in these restrictions are intended solely for convenience of reference and shall not affect that which is set forth in any of the terms or provisions of said Restrictions.

IN WITNESS WHEREOF, this First Restated Declaration of Covenants, Conditions and Restrictions of Oak Ranch Estates Homeowners Association has been executed by the

IN WITNESS WHEREOF, this First Restated Declaration of Covenants, Conditions and Restrictions of Oak Ranch Estates Homeowners Association has been executed by the President of the Association as of the day and year first herein above written.

OAK RANCH ESTATES HOMEOWNERS
ASSOCIATION

By 
Roger Hartman, President

CERTIFICATION OF PRESIDENT
(Civil Code Section 1355)

I hereby certify and declare, under penalty of perjury, that:

1. The undersigned is the duly elected and acting President of Oak Ranch Estates Homeowners Association, a California nonprofit mutual benefit corporation.

2. The foregoing First Restated Declaration of Covenants, Conditions and Restrictions of Oak Ranch Estates Homeowners Association has been approved by the percentage of owners required by the Declaration of Covenants, Conditions and Restrictions of Oak Ranch Homeowners Association recorded in the Official Records of the County of Ventura, State of California at the book and page numbers or instrument numbers as appropriate as identified in Exhibit "A".

Executed at THOUSAND OAKS, California on the 1st day of NOVEMBER, 1999

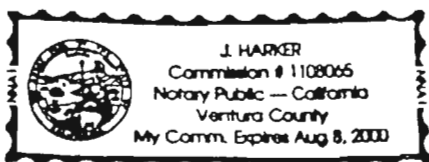
OAK RANCH ESTATES HOMEOWNERS
ASSOCIATION

By *Roger Hartman*
Roger Hartman, President

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

On Nov 15, 1999, ~~1999~~, before me, J. Harker, a Notary Public, personally appeared Roger Hartman, 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 ~~or she~~ executed the same in his ~~or her~~ personally appeared Roger Hartman, 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 ~~or she~~ executed the same in his ~~or her~~ authorized capacity and that by his ~~or 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.



J. Harker
Notary Public

EXHIBIT "A"

1. Declaration of Covenants, Conditions, Restrictions and Reservations of Oak Ranch Estates, recorded on December 8, 1978 as Document Number 13812 in Book 5283; pages 652 through 668, inclusive, of Official Records of Ventura County, State of California.
2. Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions of Oak Ranch Estates (TR 2546-1 & TR 2546-2) dated June 8, 1979.