

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

The Fallbrook Associates, a California general partnership, on behalf of Winncrest Homes, Inc., created, established and imposed certain covenants, conditions and restrictions (CC&Rs), against Fallbrook lots 1 through 390, inclusive, and recorded them in the office of the County Clerk-Recorder, of the County of Sacramento, California, and each of them, and the purchasers and subsequent owners, thereof pursuant to and for the furtherance of a general plan or a scheme for the improvement, desirability and attractiveness of the neighborhood. Each lot and parcel is and shall be held and conveyed subject to the following conditions, covenants, and restrictions, hereinafter contained which shall run with the land and shall continue in full force and effect for a period of fifty (50) years from the date these covenants are recorded, at which time the same shall be automatically extended for successive periods of ten (10) years.

The FALLBROOK NEIGHBORHOOD ASSOCIATION (FNA) is and shall be the successor in interest to the Fallbrook Associates general partnership and shall have all of the rights and responsibilities as stated herein. The Fallbrook Associates transferred the administration of the Fallbrook Declaration Of Covenants, Conditions and Restrictions (CC&Rs) to the Fallbrook Neighborhood Association (FNA) on 02-09-96, as recorded in the Office of the Sacramento County-Recorder on 02-13-96.

For the purpose of this Declaration, the word "lot" shall mean any numbered lot (1 through 390 inclusive) designated on the subdivision map herein referred to, and the word "plot" shall mean any parcel of land surrounding one residential building and appurtenant buildings where composed of one or more lots or a lot and a fraction of another lot or lots, and thereby creating one homesite, which parcel is fenced or otherwise monumented to show the exterior boundaries of said homesite and not include any adjacent or "lettered" parcels.

GENERAL DESIGN RESTRICTIONS: The following restrictions shall apply throughout the property:

1. **Use of Lots:** A lot shall not be used, nor shall any portion thereof be used, for any purpose other than a residence without the express written consent of the Fallbrook Neighborhood Association (FNA) Board of Directors. No single-family detached residence shall be constructed having a total finished floor space, exclusive of storage, porches and overhangs, less than 1500 square feet for a one-story, or split-level building, and 1750 square feet for a two-story building.

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2. **Setback Lines:** No building shall be erected on any lot in violation of the front setback line or the side setback line adjacent to the street in the case of a corner lot as shown on the recorded plot map of the subdivision without the approval of the County of Sacramento Planning Department and/or other appropriate governmental agency. Side and rear yard setbacks shall be approved by the County of Sacramento and/or other appropriate governmental agency.
3. **Utility Easements and Rights of Way:** A utility right of way for the installation, maintenance and repair of sanitary and storm sewers, storm water ditches, natural gas lines, water pipe lines, electric power and telephone lines, street lighting systems and the necessary appurtenances thereto, as shown on the recorded map.
4. **Care of Properties:** All vacant lots in this subdivision shall at all times be kept free of rubbish and litter; weeds and grass shall be disked out or kept well mown so as to present a tidy appearance. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and sightly condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical homes in the subdivision.
5. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other equipment for the storage of such material shall be kept in a clean and sanitary condition. Additionally, trash/recycle/garden waste receptacles shall be screened or hidden in such a manner that they are not visible from the street or ground level of neighboring lots. Trash/recycle/garden waste receptacles set out for pick-up day shall be in the street (not on sidewalk) and shall be returned to their proper storage areas within twenty-four (24) hours of trash pickup.
6. **Unsightly Items:** All weeds, rubbish, debris, objects or materials of any kind shall be regularly removed from the lots and parcels and shall not be allowed to accumulate thereon. All clotheslines, storage areas, machinery and equipment shall be prohibited upon any lot unless obscured from view of adjoining streets or lots by a fence or appropriate screen.

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7. **Offensive Activities:** No owners nor occupants shall create a nuisance to the neighborhood. For the purpose of this Declaration of Tract Restrictions, the word "nuisance" shall be defined as the commission of any act which shall be offensive to seventy-five (75) percent of the owners of property within a two hundred fifty (250) foot radius from the perimeter of any lot or parcel from which such nuisance may be created. The existence of such nuisance shall be determined when seventy-five (75) percent of the owners of the property within the herein prescribed radius of the nuisance or the Declarant, as long as he shall own any lots or parcels, shall sign a notice addressed to and delivered to the owners of any lot or parcel on which such a nuisance is created, advising that the nuisance exists and requesting immediate abatement thereof. Such a notice shall be delivered by registered mail and within thirty (30) days after receipt thereof by the owners of any lot or parcel on which such nuisance is created if such nuisance is not abated then Declarant or any owner of a lot or parcel in this tract may by appropriate proceeding institute legal action to enforce abatement.
8. **Owner's Maintenance Obligations:** Except as may be provided in any supplemental declarations, each owner shall be responsible for maintenance and repair of any structure which may be constructed or installed upon his lot or parcel, and of his yard area. Such maintenance and repair shall be comparable to new construction within the area. Without limiting the generality of the foregoing, and except as may be provided in supplemental declarations referred to above, all repairing, replacing and caring for roofs, sound attenuation walls, fences, exterior building surfaces, exterior glass surfaces, exterior doors, and the maintenance of all yard areas, shall be the Owner's responsibility. Any change in a home's exterior paint color shall agree with normal community standards and aesthetics. Owners unsure of paint color compatibility should consult with neighbors and/or the Fallbrook Neighborhood Association Board of Directors.
9. **Dwelling Costs, Quality and Size:** No dwellings shall be permitted on any lot at a cost of less than \$150,000 exclusive of lot costs, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. Homeowners are expected to maintain and design homes

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9. (cont.) that fit in with the aesthetics of the neighborhood. Existing homes and any new construction shall be maintained so as to fit in with the aesthetics of the neighborhood.

10. **New Construction and Materials:** No building or structure constructed elsewhere shall be moved or placed on any lot or parcel. Without limiting the generality of the preceding sentence, it shall be construed to describe prefabricated homes, modular homes and mobile homes. All buildings erected on any lot or parcel shall be of new construction. However, this subparagraph shall neither prevent the use of used brick or any other materials that may be attractive and preservative of property values. When the construction of a building is begun on a lot or parcel, work shall be pursued diligently and continuously to completion, subject to weather, strikes, and acts of God, and other matters beyond the control of the owner. Any subsequent structural improvements or additions to existing buildings or new construction of any buildings must have the express written consent of the Fallbrook Neighborhood Association Board of Directors prior to the beginning of construction. Refer to Architectural Control Procedure process (#28) for more information.

11. **Variety of Materials:** Variation in structures and buildings shall be achieved by incorporating a variety of materials, including, but not limited to, stucco, wood siding and brick. The use of a variety of materials is intended to ensure attractive and interesting buildings and structures and be preservative of property values.

12. **Temporary Structures:** No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. Any temporary structure, including storage sheds and canopies, placed upon a property either temporarily or permanently shall be situated and maintained so as to not be offensive to neighbors of said property. Final determination will rest with the Fallbrook Neighborhood Association Board of Directors.

13. **Window Covers:** Curtains, drapes, shutters or blinds may be installed as window coverings. No window shall be covered with aluminum foil, bed linens, cardboard or similar materials after the residence has been occupied.

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14. **Clothes Drying:** No clothes, sheets, blankets or other articles shall be hung out to dry on any part of said property, except in a yard enclosed by a lattice fence, wall, or other enclosure approved by the FNA Board of Directors. Such enclosure shall be located so as not to be between the front or the side of any house or the projection of the line thereof and the adjacent street. In addition, no clothes, sheets, blankets or any article shall be hung to dry in a garage or storage area in which the garage door has been left open so as to create an unsightly view from the street.
15. **Roofs:** All buildings shall have roofs of wood shake, of light, medium, or heavy butt, or tile classifications. All other roofing materials shall be approved by the Fallbrook Neighborhood Association Board of Directors prior to ordering and installation. Requests for approval shall be submitted on a form supplied by the FNA Board of Directors. If the pitch of a roof is less than 4' in 12', then the roof design and materials shall be subject to approval by the FNA Board of Directors. Such approval shall in no way imply any roof guarantee by the FNA Board of Directors. Replacement roofs must meet current California Codes with respect to allowable materials to be used on dwelling roofs.
16. **Utilities, Antennas, Heating or Air Conditioning Equipment:** All electric, gas, television, radio and telephone line installations to buildings or structures placed upon any lot shall be underground and no electric power or telephone poles shall be installed on any portion of any lot.

No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on the ground surface of any of the lots, or upon any of the houses or buildings constructed on such lots unless the equipment it serves is contained within the house or building on the same lot. This restriction applies to cable television receiver dishes, or related equipment. Satellite dishes of no more than two (2) feet in diameter are acceptable if installed in such as manner as to minimize their visibility to neighbors.

No heating, cooling, or air conditioning equipment, including fans or similar devices shall be placed or permitted to remain upon the roofs of any house or building constructed on a lot.

It is the intention of the FNA Board of Directors to encourage solar power. However, to the extent permitted by applicable law, the installation of

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16. (cont.) solar panels shall be subject to the prior written approval by the FNA Board of Directors if the panels are visible from any street.
- 17-A. **Vehicles, Trailers, Campers, Boats, RV's:** No vehicles, trailers of any type, campers, boats, or recreation vehicles (RVs) shall be kept or stored upon any of said lots other than those vehicles primarily and currently used for transportation of persons other than for hire, unless it be kept or stored in an enclosed garage when not in use or as stated in paragraph 17-B below. No such vehicles, trailers of any type, campers, boats, or recreation vehicles (RVs) owned or in the possession or under the control of any resident in said subdivision shall be parked overnight on any street within said subdivision. However, guests of residents may park one vehicle on the street for a period of time not to exceed forty-eight (48) hours. No vehicle of any type, including motorcycles, shall be permanently or semi-permanently parked in or upon the public streets within the subdivided property or on any driveway of any lot for the purposes of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle. No inoperative or unregistered vehicles shall be kept or stored upon any lot unless they are kept in the lot owner's enclosed garage.
- 17-B. If a trailer, camper, boat, or recreation vehicle is in current usage by the owner/occupant and is too large to fit in the garage or if storing it in the garage would require a transportation vehicle which is normally stored in that garage to be parked on the occupant's driveway, then the said trailer, camper, boat, or recreation vehicle may be stored behind a solid fence that is six (6) feet in height provided that the solid fence is at least twenty-five (25) feet from any street property line. A trailer, camper, boat, or recreation vehicle kept in accordance with this subsection shall be stored and maintained in a manner that is not offensive to neighbors of said property. Furthermore, only one trailer, camper, boat or recreation vehicle may be stored on any of said lots in this manner. For the purposes of loading, unloading, or cleaning, a single trailer, camper, boat, or recreation vehicle may be temporarily stored less than twenty-five (25) feet from any street property line for a period of time not to exceed 72 hours, unless there be other issues involved (safety, neighbor objections, or vehicle is too big to fit in the allotted space, etc.).

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18. **Garage Doors:** Homeowners or occupants shall use diligence in closing any garage doors that may face the street scene. It is generally accepted that garages are unsightly and that a series of garage doors being left in an open position would destroy or tend to destroy the quiet enjoyment of the lots.
19. **Driveways:** All driveways shall be maintained in a neat and orderly condition.
20. **Sight Distance at Intersections:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
21. **Landscaping Requirement:** Every owner of a lot or parcel within the property shall be responsible for maintaining in good and attractive condition, landscaping on those portions of the lot or parcel which are visible from any street within the properties.

It is the intent of these conditions to encourage attractive landscaping on each lot, providing for individual landscape architecture and maintenance programs, which are preservative to property values. Compliance with the policy is expected of all homeowners in the Fallbrook subdivision and such conditions will be strictly enforced for the common benefit. Property owners are expected to maintain their landscaping in such a manner as to allow unimpeded movement along sidewalks.

22. **Compost:** No quantities of manure, composting materials or decaying vegetation matter shall be stored in such quantities as attract household pests or constitute an injury to the person or property of any other person. Such materials shall be stored in a manner so as to prevent the creation of obnoxious odors.

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23. **Grading and Drainage:** There shall be no cutting, filling, grading or contouring of any lot in any manner which would cause flooding of, or erosion onto, any adjoining lot or which would interfere with the general, natural drainage pattern through the properties. Homeowners should exercise special care during landscape construction in order to avoid such changes to drainage patterns.
24. **Oil and Mining Operations:** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil well tanks, for oil or natural gas be erected, maintained or permitted upon the surface of any lot.
25. **Animals:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, regardless of lot size, except that dogs, cats or other conventional household pets may be kept on the lots, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Further, all domestic animals shall be on leashes or otherwise restrained when not on the property of their owners. Owners are responsible for their pets and are expected to clean up after them.
26. **Quiet Enjoyment:** No act or thing shall be done upon the property covered by these restrictions, which may be or may become an annoyance or nuisance to the neighborhood or to destroy the quiet enjoyment of the lots.
27. **Signs:** No signs of any character shall be permitted on any lot in said subdivision except that a single sign no larger than the standard size, setting forth the fact that the subject property is for rent or sale, may be permitted. However, political signs no larger than three (3) feet by three (3) feet in dimension may be placed on a lot on a temporary basis not to exceed 30 days. No sign will be permitted in said subdivision larger than 60 square inches, setting forth the name of the owner or the occupant of any property. No signs of commercial nature shall be erected at any time. This shall in no way affect permanent identification signage, such as traffic island monuments, placed to enhance neighborhood identity.
28. **Architectural Control:** The Fallbrook Associates transferred the authority/ responsibility for the Architectural Control Committee to the Fallbrook Neighborhood Association (FNA) on February 9, 1996. The Architectural Control Committee is composed of the FNA Board of Directors.

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28. (cont.) A majority of the FNA Board of Directors may designate a representative to act for it. In the event of death or resignation of any member of the FNA Board of Directors, the remaining members shall have full authority to designate a successor. Neither members of the FNA Board of Directors, nor its designated representative shall be entitled to any compensation for service performed pursuant to the covenant. In the event of the failure of the remaining member or members of the FNA Board of Directors to appoint a successor or successors within ninety (90) days after the death or resignation of a member or members, the then record owners of a majority of the acreage benefited by these Covenants shall have the power, through a duly recorded written instrument, to appoint such successor or successors.

Procedure: Requests for approval shall be submitted on a form supplied by the FNA Board of Directors or its designated representative, along with one (1) set of plans. The FNA Board of Directors' approval or disapproval shall be in accordance with these Covenants and the FNA Board of Directors' adopted policies and procedures. The Covenants shall be in writing and the FNA Board of Directors shall not arbitrarily or unreasonably withhold its approval of any plans or request submitted to it pursuant hereto. If plans or a request have been submitted to the FNA Board of Directors or its designated representative for approval and the FNA Board of Directors or its designated representative fails to act within thirty (30) days thereafter, approval shall be deemed to have been obtained as required in these Covenants. The FNA Board of Directors shall have the power to establish and grant variances from these Covenants where in its judgment extraordinary circumstances so warrant.

Responsibility: Neither Grantor, nor the FNA Board of Directors, nor any member(s) thereof, nor any successor(s) or assign(s) thereto or thereof, shall be liable in damages to anyone submitting any plans or request to them for approval, or to any owner of land affected by these Covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every person who submits any plans or requests to the FNA Board of Directors for approval agrees, by submission thereof, and every owner of any said property agrees by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.

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29. **Miscellaneous:** Christmas lights and other seasonal decorations shall be removed within four (4) weeks of the ending of the season or event in question.
30. **Amendments:** These restrictions may be amended at any time and from time to time by an instrument in writing signed by the owners of fifty-one percent (51%) or more of said lots which said written instrument shall be recorded in the office of the County Clerk-Recorder of the County of Sacramento, California.
31. **Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
32. **Severability:** Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.
33. **Attorney's Fees:** In legal proceeding for the enforcement of this instrument, the prevailing party shall be entitled to reasonable attorney's fees.
34. **Mortgage Protection:** No breach of the covenants, conditions and restrictions contained in this declaration, nor the enforcement of any provision herein, shall affect, impair, defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding on and effective against the title to any property acquired through foreclosure or sale of any mortgage or deed of trust and shall be held subject to all the provisions contained herein.

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