

**7/20/19Toscano Homeowners Association
Rules and Regulations
Article III of the CC&Rs
Uses of Property**

**ARTICLE III
USES OF THE PROPERTY**

- 3.1 **Residential Uses.** Lots shall be restricted to only those residential uses approved by the City of San Luis Obispo, and no part of the Project shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any other use. Secondary dwelling units are expressly prohibited. Notwithstanding the above, Declarant, its successors and assigns, may use the Project and Lots for models and model sites, advertising and other purposes incidental and necessary for completion of construction and sale purposes; provided however, Declarant shall not unreasonably interfere with any Lot Owner's use or enjoyment of his/her Lot.
- 3.2 **Delegation of Rights of Use.** Any Owner may delegate his rights of use and enjoyment of the Project, including any recreational facilities, to the members of his family, his guests, tenants, employees, and invitees, and to such other persons as may be permitted by the Bylaws and the Association Rules, subject however, to this Declaration. However, if an Owner has sold his Lot to a contract purchaser or has leased or rented it, the Owner, members of the Owner's family, guests, tenants, employees, and invitees shall not be entitled to use and enjoy any of such rights in the Project, while the Owner's Lot is occupied by the contract purchaser or tenant. Instead, the contract purchaser, or tenant, while occupying such Lot, shall be entitled to use and enjoy such rights, including the recreational facilities, and can delegate the rights of use and enjoyment in the same manner as if such contract purchaser or tenant were an Owner during the period of his occupancy. Each Owner shall notify the Secretary of the Association of the names of any contract purchasers or tenants of such Owner's Lot. Each Owner, contract purchaser, or tenant also shall notify the Secretary of the Association of the names of all persons to whom such Owner, contract purchaser, or tenant has delegated any rights of use and enjoyment and the relationship that each such persons bears to the Owner, contract purchaser, or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners. No such delegation shall relieve an Owner from liability to the Association or to other Owners for payment of assessments or performance of the covenants, conditions, and restrictions contained in this Declaration. Any lease, rental agreement, or contract of sale entered into between an Owner and a tenant or contract purchaser of a Lot shall require compliance by the tenant or contract purchaser with all of the covenants, conditions, and restrictions contained in this Declaration, which provision shall be for the express benefit of the Association and each Owner. The Association and each Owner shall have a right of action directly against any tenant or contract purchaser of an Owner, as well as against the Owner, for nonperformance of any of the provisions of this Declaration to the same extent that such right of action exists against such Owner.
- 3.3 **Leasing.** An Owner is permitted to lease or rent his Lot for a period not less than ninety (90) days. The lease must be for the entire Lot and not a portion thereof. No Lot shall be used for operation of a timesharing, fraction sharing, or similar

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program on a fixed or floating time schedule over a period of years. Any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all terms and provisions of the Project Documents and the Association Rules. All such written agreements shall specify that failure to abide by such provisions shall be a default under the lease or rental agreement. All Owners and tenants shall be subject to the following:

- A. Each Owner shall provide a copy of the Project Documents and Association Rules to each tenant and members of the tenant's family of his/her Lot. By becoming a tenant, each tenant agrees to be bound by said documents, and recognizes and accepts the right and power of the Association to evict a tenant for any violation by the tenant of these documents.
- B. Each Owner who lease or rent his/her Lot shall promptly notify the Secretary of the Association in writing of the names of all tenants and members of the tenant's family occupying such Lot and shall provide the Secretary of the Association with a complete copy of the lease. Each Owner leasing his/her Lot shall promptly notify the Secretary of the Association of the address and telephone number where such Owner can be reached.
- C. Any failure of a tenant to comply with the Project Documents and/or the Association Rules, shall be in default under the lease, regardless of whether expressly so provided. In the event of any such default, the Owner immediately shall take all actions to cure the default including, if necessary, eviction of the tenant.
- D. If any tenant is in violation of the provisions of the Project Documents or Association Rules, the Association may bring an action in its own name and/or in the name of the Owner to have the tenant evicted and/or recover damages. The Association shall give the tenant and Owner notice in writing of the nature of the violation and twenty (20) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.
- E. If the Court finds that the tenant is violating, or has violated, any of the provisions of the Project Documents and/or the Association Rules, the Court may find the tenant guilty of unlawful detainer notwithstanding the fact that the Owner is not the plaintiff in the action, and/or the tenant is not otherwise in violation of tenant's lease. For purposes of granting an unlawful detainer against the tenant, the Court may assume that the Owner or person in whose name the contract (the lease or rental agreement) was made was acting for the benefit of the Association. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies which the Association has. The Association may recover all its costs, including court costs and reasonable attorney's fees incurred in prosecuting the unlawful detainee action in accordance with applicable law.

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3.4 Restrictions on Use of Lots. The Lots shall be subject to the following restrictions:

- A. Each Owner of a Lot shall be responsible for maintaining all improvements on his/her Lot, including the equipment and fixtures in the structure and its walls, roof, ceilings, windows and doors in a clean, sanitary, workable and attractive condition. Each Owner has complete discretion as to the choice of furniture, furnishings, and interior decorating; except that windows can be covered only by drapes, shutters, or shades and cannot be painted or covered by foil, cardboard, or other similar materials.
- (1) Each Owner is further required to maintain the grounds and landscaping on the Lot if it is not already being maintained by the Association. All landscaping shall be neatly trimmed; properly cultivated and maintained in a neat and orderly condition and in a manner designed to enhance its appearance. No plants or seeds infected with noxious insects or diseased plants shall be brought, grown, or maintained within the Project. Each Owner shall also maintain all porches, patios, decks, balconies or other additions or improvements built or maintained on his/her Lot.
 - a) Each Lot shall be kept free of unsightly weeds (anything over 4 inches either in height or diameter) on all landscape areas including sidewalks and driveway cracks. This includes landscape areas outside of fence areas from fence to street or sidewalk and from sidewalk to curb areas, known as the berms.
 - b) All landscape areas will be free of debris including the berms.
 - c) All vegetation landscape visible from street or pathway shall be adequately watered.
 - d) Each Owner shall adhere to Landscape Replacement Guidelines.
- (2) Each Owner shall maintain, repair, and/or replace any drainage facilities located on his/her Lot. At no time may an Owner fill in, change, and/or landscape in or around drainage facilities that change the contour of the drainage facilities installed by the Declarant.
- (3) It shall be the equal obligation and responsibility of the adjacent Owners to share equally the costs of maintenance, repair or replacement of fences and/or walls bordering more than one Lot.
- B. Any building, landscaping or appurtenance of any kind shall require written approval by the Architectural Committee. No building, landscaping or appurtenance of any kind shall be erected, placed or altered on any Lot in a manner that is inconsistent with the original architecture of the Project. This shall include harmony of external design and material with existing structure and as to location with respect to topography and finish grade elevation.
- (1) All front yard landscape improvements need prior approval. Certain items need approval for backyard landscape. Refer to Landscape Replacement Guidelines.

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- (2) These items originally installed by the Declarant are currently required for replacement. Approval is also required with the exception noted as "Approval Not Required":

Item	Manufacturer & Product	Color
Driveway	Belgard: Cambridge Coble Pavers	50/50 Blend: Toscana and Victorian
Driveway to Front Door	Belgard: Cambridge Coble Pavers	50/50 Blend: Toscana and Victorian
Driveway to Gate	Owner Choice	Approval Not Required
Stucco	Finestine Product by Omega	Bronze Orange Cheesecake Raindance Sandstone Shasta Tequila Westminster Gold
Roof Tile	MCA: Clay 1-Piece S-Tile Roof	Old Santa Barbara Blend
Window	Milgard: Styleline Vinyl	Classic Brown
Gutters	6" K Style: Ogee Shape, Seamless	Dark Brown Aluminum
Garage Door	Amart: Classic 1000 Cortona	Mahogany with Nile Windows
Door	Thermatu: Fiberglass Entry Door	Classic - Craft Rustic
Shutters	Kelly Moore #822: Toscano Shutters	ICI New Foundland Green

- (3) External lighting fixtures attached to the front part of the house require Architectural Committee approval. Side yard, backyard and pathway lighting do not. Due to the airplane flight path, lights cannot point to the sky.

Any security cameras cannot point in another Owner's windows or backyards interfering with any privacy. Front yard cameras require approval. Loose wires should not be hanging.

Item	Requirement	Color
External House Lighting	No pointing to the sky	Dark Brown/Oiled Bronze
Landscape Lights	No pointing to the sky	Owner Choice: Approval Not Required
Security Cameras	No pointing in windows & backyards	Try to Blend: Mfg. Provides Color

- (4) Any structure requires Architectural Committee approval. Building codes requirements and permits are Owner responsibility. Architectural Committee approval is not city approval (if required). See Application for Architectural Committee Approval. All structures shall blend with original colors of the development.

Item	Requirement	Color
Permanent Sheds	Backyard	Approval Required
Freestanding	Backyard Gazebos & Pergolas	Approval Required
Attached Structures	Any Part of House	Approval Required

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C. Each Owner, their successors and heirs shall comply with the following improvement restrictions and design criteria:

- (1) Modification of anything permanently or temporarily, on the outside portions of the home is not allowed, whether such portion is improved or unimproved, except in strict compliance with this section of the Declaration. This shall include without limitation, signs, basketball hoops, swing sets and similar sports/play equipment, clotheslines, garbage cans, wood piles, above ground swimming pools, decks, patio covers and similar structures, walls, dog runs, animal pens, fences of any kind.
- (2) No Owner shall erect, construct or install a tent, shack, basement, garage, or outbuilding at any time to be used on his/her Lot as a residence either temporarily or permanently.
- (3) No Owner shall erect, construct, or install outdoor storage units except in designated storage areas.
- (4) Replacement of all fences and/or walls on each Lot in this Project shall conform to the original fencing and/or walls installed by the Declarant.
 - a) The City may allow Owners on the outer boundaries of the Project to move back their backyard fence lines. Drawings for these changes must be reviewed and approved by the Architectural Review Board prior to obtaining necessary city approvals.
 - b). Any retaining walls added to the backyard cannot interfere with the original drain swales installed by the Declarant.
- (5) Fences shall not extend into the front setback beyond the front of the individual dwelling.
 - a) The City may allow Owners on the outer back boundaries of the Project to move back their backyard Lot fence lines from what was installed by the developer.
 - b) Drawings for any changes in those fence lines must be reviewed and approved by the Architectural Review Committee prior to obtaining final city approval or necessary permits if required.

Item	Requirement	Color
Wood Fences	Backyard	Wood Water Sealer: Clear Color
Metal Fences	Along Common Area Pathway	Black High Gloss

- (6) All fireplaces shall be gas-supplied, rather than wood burning.
- (7) Where the finished pad elevation for a lot along the westerly or southerly boundary of project is four or more feet higher than the highest pad elevation of the lots adjacent to it within the Chumash Mobile Home Park, El Camino Estates, or approved Tract Map 2353, development of said higher lot within this project shall be limited to a single story structure. In no

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instance shall rear yard setbacks for lots adjoining existing Chumash Village Mobile Home Park, El Camino Estates or approved Tract Map 2353 be less than 20 feet.

- (8) Holiday decorations are welcome to be displayed 30 days prior to the holiday and must be removed 10 days after the holiday.
- D. No temporary structure, trailer, camper, mobile home, recreational vehicle, boat, inoperable automobile or similar equipment shall be permitted on any Lot.

- E. ~~No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period or signs used in support of political candidates in accordance with state and state law.~~

(1) Pursuant to Civil Code 4710, each owner may install a noncommercial sign and poster that may not exceed 9 square feet in size and noncommercial flags or a banner that does not exceed 15 square feet.

(2) A noncommercial sign, poster, flag or banner may not be made of lights, roofing, siding, paving materials, flora or balloons, or any similar building, landscaping or decorative component, or include the painting of architectural surfaces.

Civil Code 4710:

(1) The governing documents, including the operating rules, may not prohibit posting or displaying of noncommercial signs, posters or banners on or in an owners separate interest, except as required for the protection of public health or safety or if the posting or display would violate a local, state or federal law.

(2) For purposes of this section, a noncommercial sign, poster, flag or banner may be made of paper, cardboard, cloth, plastic, or fabric and may posted or displayed from the yard, window, door, balcony, or outside wall of the separate interest, but may not be made of lights, roofing, siding, paving materials, flora or balloons, or any other similar building, landscaping or decorative component, or include the painting of architectural surfaces.

(3) An association may prohibit noncommercial signs and posters that are more than 9 square feet in size and noncommercial flags or banners that are more than 15 square feet in size.

- F. No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be kept in or on any Lot or elsewhere within the Project except for a reasonable number of domestic house pets of a kind approved by the Board in its discretion. No such animals shall be kept, bred, or raised for commercial purposes. A reasonable number shall ordinarily include no more than two pets per household; provided however, a reasonable number may be more or less depending on whether the pets constitute a nuisance to other Owners. Pets must be on leash and under the control of owners at all times when outside the confines of the Lot. Owner(s), their family members, guests, invitees, and tenants bringing or keeping a pet on his/her Lot shall be liable to other Owners, their family members, guests, invitees, and tenants for any unreasonable noise or damage to a person or property caused by their pet(s). Owners are required to immediately clean

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up and dispose of all pet waste. Animal waste must be placed into plastic bags and properly tied before disposing in an appropriate receptacle.

- G. No noxious or offensive conduct shall be allowed to occur upon any Lot nor shall anything be done or maintained thereon which may be or become any annoyance or nuisance to the Project or that in any way interferes with the quiet enjoyment of occupants of the remaining Lots or detract from their value. These restrictions include, but are not limited to, the disposal of any noxious, illegal, toxic or hazardous material such as gasoline, used motor oil, kerosene, cleaning solvents or pesticides. Responsibility for clean up and costs of clean up for such infractions shall be the sole responsibility and obligation of the Lot Owner violating this restriction. The use and discharge of firecrackers and other fireworks is also prohibited.
- H. Exterior antennas and satellite dishes greater than thirty-six (36) inches in diameter or diagonal measurement, and exterior antennas and satellite dishes designed for purposes other than the reception of video programming and as provided in California Civil Code section 4725 are subject to approval by the Board of Directors.

Only one satellite dish per Lot and dishes cannot be placed on fences.

- I. Any exterior clothes drying facilities erected or maintained in private yards must be substantially screened from view from the street or any other residence in the Project. There shall be no exterior drying or laundering of clothes on balconies, patios, porches, fences or other outside areas.
- J. No illegal activity of any kind shall be carried on upon any portion of the Project or on any Lot. Nor shall an activity occur that shall increase the rate of insurance on an adjacent Lot or in connection with the Common Area.
- K. All rubbish, trash and garbage shall be regularly removed from the Lots in accordance with City required provisions for trash collection and shall not be allowed to accumulate on any Lot. Trash, garbage and rubbish shall be kept only in sanitary containers. All equipment, garbage cans or recycling containers, woodpiles, or storage piles shall be screened from view of other Lots, streets and driveways, and Common Area. Garbage and recycling containers may be set out no more than 24 hours prior to pick up, and must be replaced in their usual storage place within 12 hours after pickup. Outside burning of trash, leaves, debris or other materials is prohibited. It is prohibited to dump any landscaping materials, trash, garbage, or other debris on, over, or across the Common Area. The cleanup and costs of cleanup for such an infraction shall be the sole responsibility and obligation of the Owner violating this restriction, and said Owner shall be obligated to clean up and/or pay the cleanup costs for any family member, visitor, or tenant who has violated this restriction.
- L. All easements for private streets and private access and parking, sidewalks, entries and passages outside of each Lot shall remain

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unobstructed and shall not be used for purposes other than ingress and egress to and from Lots. Signs in accordance with California Vehicle Code section 22658 shall be posted and maintained. Vehicles in violation shall be removed at the owner's expense. Garage spaces shall not be converted into any use (such as a recreational room or storage) that would prevent its use as parking space for the number of vehicles the space was designed to contain, typically a two-car maximum.

Owners are provided 45 days to use their garages as a storage area when first moving in or a remodel. Owners must get approval for an extension exceeds 45 days from the Board of Directors.

- M. No motor vehicle shall be constructed, reconstructed or repaired within the Project unless enclosed inside a private garage and no displaced or inoperable vehicle, including vehicles without wheels or an engine shall be stored in the Project unless enclosed in a private garage, provided, however, that the provision of this section shall not apply to emergency vehicle repairs.
- N. None of the Lots shall be further divided by subdivision map or parcel map, or other means.

3.5 Restrictions on Use of Common Area and Common Facilities. The Common Area and Common Facilities shall only be used for purposes compatible with, and commonly associated with common areas located within similar residential developments in California, subject to the following restrictions:

- A. No noxious or offensive conduct shall be allowed to occur within any Common Area nor shall anything be done or maintained thereon which may be or become any annoyance or nuisance to the Project or that in any way interferes with the quiet enjoyment of occupants of the Lots or detract from their value. These restrictions include, but are not limited to, the disposal of any noxious, illegal, toxic or hazardous material such as gasoline, used motor oil, kerosene, cleaning solvents or pesticides. Responsibility for cleanup and costs of clean up for such infractions shall be the sole responsibility and obligation of the Lot Owner violating this restriction. The use and discharge of firecrackers and other fireworks is also prohibited.
- B. No illegal activity of any kind shall be carried on upon any portion of the Common Area. Nor shall an activity occur that shall increase the rate of insurance on any of the Lots in the Project.
- C. All easements for private streets and private access and parking shall remain unobstructed and shall not be used for purposes other than ingress and egress to and from Lots.

Any vehicles obstructing ingress and egress shall be removed at the **vehicle** owner's expense.

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Signs in accordance with California Vehicle Code section 22658 shall be posted and maintained. Vehicles in violation shall be removed at the owner's expense. Parking in the easements for private streets and private access and parking shall be allowed in designated parking areas only.

- (1) The applicable Public Agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances contained within the Project. No unlicensed motor vehicles shall be operated on the Project. In addition and in compliance with the Vehicle Code 112658.2 the Association may cause the removal of any vehicle wrongfully parked in the Common Area property, including a vehicle owned by an occupant. If the identity of the vehicle owner is known or readily ascertainable, the President of the Association shall, within a reasonable time, notify the owner by first class mail of said removal. If the identity of the owner is not known or ascertainable, the Association must send a written report of the removal by mail to the California Department of Justice in Sacramento, provided the vehicle has not been returned to the owner within one hundred twenty (120) hours. Immediately after the vehicle has been removed, the Association must notify the local traffic law enforcement agency of said removal. The notice must include a description of the vehicle, the license plate number and the address from which the vehicle was removed. However, the vehicle may be removed without notice if it is parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, or if it interferes with an entrance or exit of the Project and driveways located thereon. The Association shall not be liable for any damages incurred by the vehicle owner because of removal in compliance with this section or for any damage caused to the vehicle caused by the removal, unless such damage resulted from the intentional or negligent act of the Association or any person causing the removal or removing the vehicle. The City of San Luis Obispo has the right to tow away vehicles on a complaint basis, which are parked in unauthorized places. Owner(s) shall jointly and individually reimburse the City of San Luis Obispo for all measures required to enforce the aforesaid prohibitions against parking. Owner(s) understand that the city cannot regulate vehicle usage or hazards upon said common access driveway and shall jointly and individually defend and hold the city harmless from all claims for damages or liability arising from the alleged failure of the City to regulate vehicles or to provide protection from hazards upon said driveway.
- (2) Any affected property owner may avail himself of the vehicle-removing authority granted private property owners in California Vehicle Code Section 22658 when any vehicle is parked in the common-access driveway so as to interfere with entry or access to a parcel it serves.
- (3) No trailer, camper, mobile home, commercial vehicle, recreational vehicle, truck having a carrying capacity of greater than one-half (1/2) ton, or van having a seating capacity in excess of eight (8) persons, boat, inoperable

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automobile, or similar equipment shall be permitted to be parked, stored or otherwise remain upon any area within the Common Area except in any special recreational vehicle parking areas that may be established within the Project.

- (4) Temporary parking of commercial vehicles, trucks or vans which are otherwise prohibited vehicles shall be allowed for providing services to Owners within the Project and during the performance of commercial activities permitted within the Project.
- (5) Permitted vehicles shall include sedans (or standard-size vans or pickup trucks) which are used both for business and personal use, provided that any signs or marketing of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board.
- (6) No temporary structure, trailer, camper, mobile home, recreational vehicle, boat, inoperable automobile or similar equipment shall be permitted on the Common Area.
- (7) Temporary parking of recreational vehicles will be permitted for a period up to 24 hours for packing and unpacking purposes only.
- D. No sport apparatus, such as portable basketball back boards; tetherball or fixed sport apparatus may be placed on any portion of the Common Area or the streets within the Project.
- E. No fences, statuary or structures of any kind other than those installed and maintained by the Association shall be installed or erected in any portion of the Common Area.
- F. No plants or other improvements other than those installed and maintained by the Association shall be planted, installed or maintained in the Common Area.
- G. No living tree, plant, or other vegetation located in any portion of the Common Area shall be cut, trimmed, pruned, removed, replaced, or otherwise altered without prior approval from the City of San Luis Obispo. The adobe sanicle shall not be removed without the prior approval of the Department of Fish and Wildlife.
- H. None of the Common Area shall be further divided by subdivision map or parcel map, or other means.