

MAKES 1
7740 N. Fresno Street
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ARCHITECTURAL RULES

FOR

TRACT NO. 4396

NORTHFIELD

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ARCHITECTURAL RULES

The Architectural Committee, comprised of three (3) duly appointed members, as designated in Exhibit "A" attached hereto and made a part hereof by this reference, hereinafter referred to as the "Committee", pursuant to Article 5 of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TRACT NO. 4396, NORTHFIELD, recorded on October 15, 1992, as Instrument No. 92157292, in the official records of the Fresno County Recorder, hereinafter referred to as the "Declaration", has adopted the following set of governing rules and regulations, hereinafter referred to as the "Architectural Rules", which set forth the standards and procedures for review and approval of any proposed residence, structure or other improvement, hereinafter referred to as the "Improvements", to be constructed, installed or maintained within Tract No. 4396, Northfield, hereinafter referred to as the "Development". These Architectural Rules provide guidelines for architectural design, placement of any work of Improvement and establish criteria for exterior finishes, colors and materials, together with other similar features, that are recommended or required for use within the Development. It is intended that these Architectural Rules shall comply with the requirements of sub-sections 5.1 through 5.9, inclusive, of the Declaration. Notwithstanding the foregoing, no Architectural Rule shall be in derogation of the minimum standards required by the Declaration. In the event of any conflict between the Architectural Rules and the Declaration, the provisions of the Declaration shall prevail.

ARTICLE I MEETINGS

1.1 Conduct of Meetings.

A. The Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the Committee members shall constitute the action of the Committee and the Committee shall keep and maintain a written record of all actions taken.

1.2 Reimbursement or Expenses.

A. The Committee members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Committee functions. Requests for reimbursement shall be supported by adequate documentation and shall be submitted to, and approved by, a majority of the Owners.

1.3 Appearance at Meetings.

A. The Owner-Applicant shall be permitted to appear at any meeting of the Committee at which the Owner's Improvement proposal has been scheduled for review and consideration. The Owner shall be entitled to be heard on the matter and may be accompanied by his or her architect, engineer and/or contractor. Other Owners whose properties may be affected by the proposed Improvement in terms of the structural integrity, view, solar access, noise or other considerations, shall also be authorized to attend the meeting.

ARTICLE II
ARCHITECTURAL COMMITTEE APPROVAL OF IMPROVEMENTS

2.1 Approval Generally.

A. Prior to the commencement of construction on any Residence or the installation of any Improvements within the Development, the Owner planning such construction or installation must first submit to the Committee for review and consideration, a written request for approval, together with a complete set of plans and specifications satisfying the requirements of these Architectural Rules. Any request to construct a Residence must be submitted to the Committee for review and approval within one (1) year from the close of escrow of the Owner's Lot unless otherwise extended in writing by the Committee. No work on any Improvement shall be undertaken without the prior written approval of the Committee. The Committee shall make a determination to approve, conditionally approve or disapprove the proposed Improvement based on the criteria established in sub-section 2.2 below entitled "Basis for Approval".

B. Modifications to approved plans must also be approved. Once an Improvement has been duly approved by the Committee, no material modifications shall be made in the approved plans and specifications thereafter, and no subsequent alteration, relocation, addition or modification shall be made to the work of Improvement, as approved, without a separate submittal to, and review and written approval by, the Committee. If the proposed modification will have, or is likely to have, a material affect on other aspects or components of the Improvement, the Committee, in its sole discretion, may order the Owner, his or her contractors and agents, to cease working not only on the modified component of the Improvement, but also on any other affected component.

C. In the event that a work of Improvement, or any modification thereof, is found to be proceeding without the prior written approval set forth above, the Committee may exercise the enforcement rights and remedies specified in sub-section 4.2 below entitled "Enforcement", including, without limitation, ordering an immediate cessation and/or abatement of the work of Improvement until such time as the required Committee review and written approval is obtained.

2.2 Basis for Approval.

A. When a proposed Improvement is submitted to the Committee for review and consideration, the Committee shall grant the requested approval only if the Committee, in its sole discretion, finds that all of the following provisions have been satisfied:

(1) The Owner has complied with the provisions of sub-section 2.3 below entitled "Procedures For Obtaining Committee Approval Of Plans And Specifications";

(2) The Owner's plans and specifications conform to the Declaration and these Architectural Rules;

B. The Committee shall be entitled to determine that a proposed Improvement or component thereof, is unacceptable when requested on a particular Lot or Residence, regardless of whether an identical or similar Improvement or component thereof, has previously been approved for use at another location within the Development, if such factors as, setbacks, topography, grading, drainage, or visibility from roads, Easement areas or other Lots, or prior adverse experience with the material or components planned for use in the construction of the Improvement, or design of the Improvement, or its use at other locations within the Development, warrant such action. It is expressly understood and agreed that the Committee shall be entitled to make subjective judgments of an Improvement proposal, based on such criteria as aesthetics, quality, harmony, originality, privacy, utility and the like, when considering the merits of an Owner's request, provided the Committee acts reasonably and in good faith.

2.3 Procedures for Obtaining Architectural Committee Approval of Plans and Specifications.

A. Application for Preliminary Approval. Any Owner wishing to obtain guidance and comment from the Committee prior to preparing a complete set of plans and specifications for submittal may apply to the Committee for preliminary approval of the proposed Improvement project. Applications for preliminary approval shall be considered and processed as follows:

- (1) Any application for preliminary approval shall be in writing and shall provide sufficient detail to apprise the Committee of the general nature, design, location, dimensions and exterior finishes and colors of the proposed Improvement.
- (2) Within thirty (30) days after receipt of an application for preliminary approval, the Committee shall make a determination to grant or deny the application, as if the Improvement proposed were part of a full and complete application submitted for final approval. Failure of the Committee to act on an application for preliminary approval within thirty (30) days from the date of submittal, shall constitute approval of the application. In granting or denying an application for preliminary approval, the Committee may provide the Owner guidance and direction towards final approval of the Improvement proposal.
- (3) Any preliminary approval granted by the Committee shall be effective for a period of ninety (90) days from the date of issuance or such longer period as the Committee may, in its sole discretion, prescribe. During this period, Owners who follow-up such preliminary approval with an application for final approval, consistent with the provisions of such preliminary approval and otherwise acceptable under the terms of the Declaration and these Architectural Rules, shall be granted approval of their Improvement proposal.

the Committee may waive any non-applicable requirements of sub-section C. below as part of the preliminary approval process.

B. Application for Final Approval. Regardless of whether an Owner elects to seek preliminary approval of a proposed Improvement in accordance with sub-section A. of these Architectural Rules, entitled "Application for Preliminary Approval", any Owner who desires to undertake any work of Improvement, must apply to the Committee and receive its prior written approval. Applications for final approval shall be considered and processed as follows:

- (1) Any application for final approval shall be in writing and shall contain all information necessary to thoroughly evaluate the nature, design, location and scope of the proposed Improvement, including at least two (2) complete sets of plans and specifications for the Improvement project satisfying the requirements set forth in sub-section C below, entitled "Content of Plans and Specifications", and such additional information as the Committee may reasonably request, either by Architectural Rule or as part of the review process.
- (2) Within thirty (30) days after receipt of an application for final approval, the Committee shall return one (1) complete set of plans and specifications to the Owner-Applicant marked "Approved", "Disapproved" or "Conditionally Approved", with written notations of changes required for approval or disapproval. If the Committee requires modifications to the plans and specifications, the Owner-Applicant may incorporate such changes and resubmit the modified plans and specifications to the Committee for approval within thirty (30) days thereafter. Failure of the Committee to act on an application for final approval within thirty (30) days from the date of submittal or subsequent resubmittal shall constitute approval of the application.
- (3) Any final approval granted by the Committee shall be effective for a period of one hundred eighty (180) days from the date of issuance or such longer period as the Committee may, in its sole discretion, prescribe.

C. Content of Plans and Specifications. In order to be complete, the plans and specifications for any proposed Improvement shall be professionally prepared by an Architect or Engineer and include the following:

- (1) ~~Site Plan.~~ The relationship of the proposed Improvement to the Lot shall be shown in the site plan, which shall include:

- (a) Elevations, front, side and rear;
- (b) Floor plans;
- (c) Foundation plan;
- (d) Utility plan;
- (e) Grading plan;
- (f) Air conditioning and heating plan;
- (g) Solar energy plan;
- (h) Mail box plan; and
- (i) Exterior materials list and sample board indicating the type, color and location of all exterior finishes, such as, wood, stucco, siding, masonry, stone, roofing and windows, etc.

(3) Landscape Plan. The Lot area remaining outside the proposed Improvement is subject to a landscape plan, which shall include:

- (a) Landscape design plan;
- (b) Landscape materials list, indicating the type, size, and location of all plants, such as, trees, shrubs, turf and ground cover, etc.;
- (c) Decorative materials list, indicating the type, size and location of all landscape accents, such as, wood, rocks, masonry and bark;
- (d) Grading and drainage plan;
- (e) Irrigation plan;
- (f) Lighting plan;
- (g) Swimming pool plan;
- (h) Decking plan;
- (i) Fencing plan; and
- (j) Demolition plan, delineating existing trees, outcroppings, structures or other site features planned for removal.

(4) The Owner's proposed construction schedule.

D. Waiver or Modification of Requirements. If the proposed Improvement project is of a nature that does not warrant extensive plans and specifications, the Committee may, but shall not be obligated to, waive or modify any of the above plan and specification requirements upon written request from the Owner. Such requests may be made as part of a preliminary approval submittal pursuant to sub-section 2.3A. above entitled "Application for Preliminary Approval".

2.4 Delivery of Plans and Specifications.

A. Plans and specifications shall be submitted to the Committee by personal delivery, courier or first-class mail at the address set forth in Exhibit "A".

2.5 Employment of Architect or Engineer.

A. If at any time during the final approval process the Committee determines that it would be in the best interests of the Development and its Owners for an applicant to employ an architect or engineer to design or review any proposed Improvements or

**ARTICLE III
CONSTRUCTION STANDARDS**

3.1 Proceeding With Work.

A. Upon receiving written approval of an Improvement proposal from the Committee, the Owner shall satisfy any conditions thereof, and diligently proceed with the commencement of construction. In all cases, work on an Improvement project shall commence within one hundred eighty (180) days from the date of such approval.

B. In the case of building Improvements, construction shall be deemed to have commenced upon the pouring of a concrete footing or foundation for such Improvements.

C. If the Owner fails to comply with this sub-section 3.1, any approval given pursuant to Article II of these Architectural Rules, entitled "Architectural Committee Approval of Improvements", shall be deemed revoked unless the Committee, upon written request of the Owner prior to the expiration of the initial one hundred eighty (180) day period, extends the time for commencement of construction. No such extension shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted and that the Owner has every intention and ability to commence construction of the Improvement project within the time specified in the extension request.

3.2 Failure to Complete Work.

A. Unless the Committee has granted the Owner an extension of time to complete the Improvement project, any construction, reconstruction, refinishing or alteration of such Improvement must be complete within one(1) year after construction has commenced, except and for so long as such completion is rendered impossible or would result in significant hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces of God or nature beyond the control of the Owner or his or her agents.

B. In the case of building Improvements, construction shall be deemed to have been completed when either a Certificate of Occupancy has been issued for the building by the appropriate governmental agency or, permanent electrical services have been connected to the building, whichever occurs earlier.

C. If the Owner fails to comply with this sub-section 3.2, the Committee shall notify the Owners of such failure, and the Committee shall proceed in accordance with the provisions of sub-sections 4.1A.(3) and 4.1A.(4) of these Architectural Rules as though the failure to complete the Improvement was a noncompliance with approved plans and specifications.

3.3 Courtesy During Construction.

A. All construction activities on a Lot shall be carried out with due courtesy to other Owners and Residences within the Development. Construction activities that are audible or visible

3.4 Licensed Contractor.

A. All building Improvements shall be constructed by a B-1 general contractor licensed under the laws of the State of California.

3.5 Modular, Prefabricated and Mobile Homes.

A. No "modular", "prefabricated" or "mobile" housing unit manufactured off the building site shall be constructed, erected or assembled on any Lot within the Development

3.6 Temporary Structures.

A. No recreational vehicle, trailer, mobile home, camper, van, tent, shed, used building or any other structures of a temporary character shall be permitted on any Lot or Easement Area within the Development for use as a Residence or living dwelling. However, non-dwelling type vehicles or trailers incidental to the construction of a Residence shall be allowed on a Lot for daytime use only during prescribed periods of time, subject to the prior written authorization of the Committee. In order to minimize any adverse impact upon the adjoining Residences and the Development, the Committee shall be entitled to impose appropriate rules and regulations as a condition to granting such authorization.

3.7 Setbacks and Placement.

A. No Residence, structure or other Improvement shall be constructed, reconstructed, installed, altered or permitted to remain on any Lot that encroaches within the setback areas established by these Architectural Rules, as set forth in Exhibit "B" attached hereto and made a part hereof by this reference. Where relevant, all building setbacks set forth in Exhibit "B" shall comply with the minimum setback requirements of the applicable zoning ordinances.

B. The location of any Residence, structure or other Improvement on a Lot shall take into consideration its physical relationship to the adjoining Residences, structures or other Improvements and the overall scheme of the Development. Placement of Residences shall emphasize a varied yet harmonious streetscape resulting in an appealing transition from one Residence to another.

3.8 Minimum Square Footage.

A. Every Residence constructed on a Lot shall contain a minimum floor area of no less than (i) two thousand eight hundred (2,800) square feet in the case of single story-structures or (ii) three thousand two hundred (3,200) square feet in the case of two-story structures, devoted specifically to living quarters, exclusive of open porches, terraces, patios, decks, landings, garages, carports or other similar features.

3.9 Exterior Finishes.

A. All exterior finishes, colors, and materials planned for any Residence, structure or other Improvement shall be in accordance with the standards set forth in the Architectural Rules.

3.10 Roofs.

A. The roof design of every Residence, structure or other Improvement shall be approved in writing by the Committee prior to the commencement of construction. The minimum roof pitch of any Residence shall be at least four (4) feet in twelve (12) feet. All roofing shall be uniform in design, pitch and material. No roof shall be constructed on any Residence, structure or other Improvement which utilizes a "flat-top", "A-frame" or "geodesic dome" type design, except upon the prior written approval of the Committee.

B. All roofing materials and colors shall be approved in writing by the Committee prior to the commencement of construction of any Residence, structure or other Improvement. No metallic, plastic, rolled composition, foam, tar and gravel or similar roofs shall be permitted on any Residence, structure or other Improvement within the Development, except upon the prior written approval of the Committee.

C. Committee approval of a roof design, pitch or material for any Residence, structure or other Improvement shall in no way be construed to imply a recommendation or warranty thereof.

3.11 Window Glass and Coverings.

A. All windows, window glass and architectural glass features shall compliment the exterior design of the Residence, structure or other Improvement. The use of polycarbonate, reflective, mirrored, black or painted glass is prohibited. Decorative atrium, greenhouse or skylight type windows shall be permitted on any Residence, structure or other Improvement subject to the prior review and written approval of the Committee.

B. All window glass coverings and treatments shall compliment the exterior finishes of the Residence, structure or other Improvement. No reflective, brightly colored, or unsightly materials may be affixed, attached, or applied as window coverings or treatments on a Residence, structure or other Improvement. The use of screened doors or barred windows in an area of the Residence, structure or other Improvement visible to the general public shall be prohibited, except upon the prior written approval of the Committee.

3.12 Second Story Side Windows and Terraces.

A. Side windows, terraces, porches and the like shall not be permitted above the first floor of any two-story Residence, except upon the prior written approval of the Committee. The Committee shall predicate its approval on the basis of the applicant demonstrating that such features will not violate the privacy of the adjoining Residence. In the case of second-story side windows only, the Committee may consider the limited use of special types of glass that promote light but obscure views, such as, block, bottle or other textured glass, as a means of accommodating such windows while preserving the privacy of the adjoining Residence.

3.13 Exterior Lighting and Fixtures.

B. All light fixtures attached to the exterior of any Residence, structure or other Improvement on a Lot shall be complimentary to the design and materials of such Improvement. The Committee shall not approve or allow to remain any exterior light fixtures which excessively illuminate or glare onto an adjoining Lot or Residence. The use of colored, blinking or moving lights shall be restricted to seasonal holiday displays only.

3.14 Air Conditioning Units.

A. No air conditioning or heating equipment shall be installed or maintained on the roof, windows or exterior walls of any Residence, structure or other Improvement within the Development, except upon the prior written approval of the Committee. All such equipment shall be placed either inside an attic area or at ground level immediately adjacent to the Residence, structure or other Improvement, provided that, in the case of ground level installation, air conditioning and heating equipment will be adequately screened from the view of the adjoining Residence and the general public. The placement and screening of such equipment shall be detailed in the plans and specifications submitted to the Committee for review and written approval.

3.15 Solar Energy Equipment.

A. No solar energy equipment shall be installed, erected or maintained on any Lot or Residence, structure or other Improvement without the prior written approval of the Committee. Subject to the limitations established under California Law, the Committee may impose reasonable restrictions on the placement, design and operation of such equipment to protect the rights and enjoyment of the adjoining Owners and to preserve the appearance of the Owner's Residence and the overall Development.

3.16 Utility Lines.

A. All utility lines installed or extended to service a Residence, structure or other Improvement constructed on a Lot shall be placed underground, subject to the code requirements and ordinances of the applicable governing agencies. No exposed electrical wiring, conduit or connections shall be installed, erected or maintained on the exterior of any Residence, structure or other Improvement without the prior written consent of the Committee.

3.17 Driveways, Walkways and Patios.

A. All driveways, walkways and patios shall be designed, constructed and maintained in an appealing manner so as to compliment the Owner's Residence and enhance the appearance of the overall Development. Incorporating decorative elements such as stamped, salted, or exposed concrete, or brick, stone or paver, into the design and construction of the driveway is recommended. No asphalt, gravel, oil or other unsecured surface material shall be approved for use as a driveway.

3.18 Mailboxes.

3.19 Fences.

A. The location, style and height of all fences constructed within the Development shall conform to the specifications established under these Architectural Rules, subject to the code requirements and ordinances of the applicable governing agency. Specifications for perimeter and wing fences approved for use within the Development are described in Exhibit "C" attached hereto and made a part hereof by this reference. Architecturally designed wing fences may be constructed adjacent to a Residence with the prior written approval of the Committee. No front yard fencing shall be permitted on any Lot, except upon the prior written approval of the Committee.

3.20 Masonry Wall Easement.

A. A decorative masonry wall with reinforced foundation has been constructed within a three (3) foot wide Easement Area along the south side of Lots 1 and 10. In order to preserve the integrity of the masonry wall, no significant construction or subterranean activity shall be conducted within ten (10) feet of the outer surface of the foundation without the prior written approval of the Committee. Activities that could undermine the integrity of the masonry wall, depending on their scope and proximity, include, grading, excavating, drilling, boring, blasting, vibrating, planting trees with aggressive root structures and excessive watering. Owners proposing such activities will be required to demonstrate to the Committee that their actions will not result in any damage to the masonry wall.

3.21 Landscaping.

A. Landscaping is an essential component of any Residence constructed on a Lot. Every proposed Residence shall include a comprehensive landscape plan as part of the plans and specifications submitted to the Committee for review and written approval. Landscape plans shall be designed to compliment the Owner's Residence while enhancing the overall streetscape within the Development.

B. Landscaping shall consist of a select variety of trees, shrubs, turf, flowers, ground covers and the like. The use of artificial landscape materials such as, plastic plants, flowers and turf, or concrete, sand and gravel gardens, is prohibited.

C. All landscaping shall be installed on a Lot within sixty (60) days after the issuance of a Notice of Completion for the Owner's Residence, subject to unexpected delays caused by inclement weather. Once completed, the Owner shall irrigate, fertilize, cultivate, manicure and otherwise properly maintain the landscaping in a healthy and attractive condition, free from overgrowth, weeds, trash and disease.

D. In the event that any Owner fails to install landscaping on his or her Lot within the allotted sixty (60) day time period following completion of the Residence, or properly maintain the landscaping thereafter, the Committee may either require the Owner to post a bond for any uncompleted landscaping in an amount not to exceed the estimated cost thereof, or determine that the Owner has

event shall the hearing be held less than five (5) days prior to the date the landscape work is scheduled to commence.

3.22 Security Gates.

A. Two (2) decorative steel security gates have been installed at the main entrance to the Development, one (1) entry gate on the East and one (1) exit gate on the West. These gates are fully automated and controlled by means of an electronic call box located on the monument sign immediately south of the entry gate. Every Owner will be provided confidential access codes, together with specifications for compatible automobile command units, to operate the security gates. These access codes and command units are proprietary to the Development and therefore non-transferable without the prior written consent of the Committee. Non-residents, guests and visitors may only gain access to the Development by contacting their host Owner via the telephone directory contained in the electronic call box.

B. The scheduled operation of the security gates will be established and controlled by the Committee. Generally, it is intended that both security gates remain closed at all times; however, during the initial build-out phase of the Development, the Committee may, in its sole discretion, allow the gates to remain open continuously during daylight hours to accommodate the construction of Owners' Residences.

C. While the day-to-day operation of the security gates will be overseen by the Committee, every Owner within the Development shall be responsible for the proper use and safe operation of the security gates. A set of operational guidelines has been prepared in conjunction with these Architectural Rules to inform all Owners of the proper use and safe operation of the security gates, as provided in Exhibit "D", attached hereto and made a part hereof by this reference. Owners shall also be responsible for instructing their families, friends, guests and visitors on the proper use and safe operation of the security gates.

ARTICLE IV INSPECTION OF WORK

4.1 Inspection of Work by Architectural Committee.

A. Inspection of the work associated with any approved Improvement and correction of defects therein shall proceed as follows:

- (1) During the course of construction, representatives of the Committee shall have the right to inspect the jobsite to confirm that the Improvement project is proceeding in accordance with the Owner's approved plans and specifications.
- (2) Upon the completion of any work of Improvement for which Committee approval is required, the Owner shall give the Committee a written notice of completion.

Noncompliance detailing those aspects of the Improvement project that must be modified, completed or corrected. If the violation or nonconforming work is not corrected, the Committee may exercise the enforcement rights and remedies set forth in sub-section 4.2 below entitled "Enforcement".

- (4) If for any reason the Committee fails to notify the Owner in writing of any noncompliance within thirty(30) days after receipt of the Owner's Notice of Completion, the Improvement shall be deemed to have been constructed in accordance with the approved plans and specifications for the project, unless it can be demonstrated that the Owner knew of the noncompliance and intentionally mislead the Committee with respect thereto.

4.2 Enforcement.

A. In addition to other enforcement remedies set forth in the Declaration, the Committee shall have enforcement rights with respect to any matters requiring their approval under these Architectural Rules, and may enforce such architectural control by any proceeding at law or in equity. Further, the Committee shall have the authority to order an immediate cessation and/or abatement of any construction, alteration or other matter for which Committee approval is required, to the extent that it has not been approved by the Committee, or does not conform to the plans and specifications submitted to the Committee. No work of Improvement for which Committee approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation, or commencement of a suit to enjoin such work. If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to the costs of such proceeding.

B. In the event the Owner fails to remedy or remove any noticed noncompliance within thirty (30) days from the date of issuance, then a hearing regarding the alleged noncompliance shall be scheduled before the Committee. The hearing date shall not be scheduled more than thirty (30) days, nor less than fifteen (15) days, after the Committee issues the Notice of Noncompliance to the Owner and delivers duplicate copies of such notice to any other interested parties it authorizes to attend. *

C. At the hearing, the Owner and any other interested parties the Committee authorized to attend may present information relevant to the question of the alleged noncompliance. After considering all such information, the Committee shall determine whether a noncompliance exists and, if so, the nature thereof, and the estimated cost of correcting or removing same. If a noncompliance is determined to exist, the Committee shall require the Owner to remedy or remove the noncompliance within a prescribed period of time. In the event the Owner fails to correct the noncompliance within the prescribed period of time or any extension thereof, the Committee, at its option, may either remove the noncompliance or require the Owner to remedy the noncompliance and the Owner

be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for Committee approval by the same or other Owner. Variables, such as location, size, and proximity of the Improvement to adjoining Residences or Easement Areas and other factors, may be taken into consideration by the Committee when evaluating a particular submittal.

ARTICLE V NONCONFORMING USE OF PROPERTIES

5.1 Establishment of Nonconforming Use: Notice Requirements.

A. In addition to its jurisdiction over the review and approval of new Improvements and the timely and proper completion of such Improvements, the Committee shall also be vested with the authority and responsibility to regulate continued compliance on all Lots within the Development under the provisions of this Article V and Article III, entitled "Construction Standards". To this end, the Committee may appoint a compliance officer who shall periodically tour the Development and report to the Committee any apparent violations of said Articles, hereinafter referred to as "Architectural/Land Use Violations". If the Committee agrees that the compliance officer has identified an Architectural or Land Use Violation on any Lot, the Committee shall notify the Owner in writing of such violation. The notice shall detail the nature of the alleged violation and advise the Owner of his or her right to be heard on the matter in accordance with this Article V. In the event the Owner fails to make a written request for such a hearing within thirty (30) days after receipt of the Notice of Architectural/Land Use Violations, the Committee shall be entitled to make its own determination of whether a violation exists at the next regularly scheduled Committee meeting following expiration of such notice period.

B. If a violation is determined to exist, the Committee shall be entitled to execute and record against the subject Lot a Notice of Noncompliance With Recorded Use Restrictions, which shall identify the subject Lot, describe the nonconforming use and specify the Article and sub-section number of these Architectural Rules which is being violated. Following recordation of such a notice, the provisions of sub-sections C. and D. below shall apply.

C. Vacant Lots:

(1) Continuation of Use. Except as provided in sub-section 5.1B.(2) below, the nonconforming use of any vacant Lot may be continued, provided that:

- (a) Such use shall not be expanded or extended in any way either on the same or any adjoining Lot;
- (b) Such use shall not be changed, except to a use which conforms to the Declaration and the Architectural Rules; and
- (c) If such use is discontinued for a period of twelve(12) months or more, it shall not thereafter be reestablished.

- (c) Such use is maintained in connection with a conforming building.

D. Nonconforming Improvements:

- (1) Repair and Maintenance. A nonconforming Improvement may be maintained or repaired without the necessity of complying with the Architectural Rules, provided that, during any period of twelve(12) consecutive months, such repair and maintenance shall not exceed twenty-five percent(25%) of the current replacement cost of the nonconforming Improvement. Any repair or maintenance of the nonconforming Improvement, the cost of which exceeds twenty-five percent(25%) of the current replacement cost thereof, shall require compliance with the Architectural Rules as then in effect.
- (2) Enlargements. An Improvement, which is nonconforming as to use, may not be added to or enlarged upon unless such nonconforming Improvement, and the additions or enlargements thereto, and the use thereof, are brought into compliance with the Architectural Rules as then in effect.
- (3) Restoration. A nonconforming Improvement which is damaged or partially destroyed by any reason, and such damage or destruction is less than fifty percent(50%) of its value at that time, may be restored and the occupancy or use which existed at the time of such damage or destruction continued or resumed, provided that the estimated cost to restore the nonconforming Improvement is less than fifty percent(50%) of its value at that time, and such restoration is commenced within six (6) months from the date of such damage or destruction and diligently prosecuted to completion. In the event such damage or destruction is equal to or greater than fifty percent(50%) of the value of the nonconforming Improvement, no repair or restoration shall be undertaken unless the entire nonconforming Improvement is brought into full compliance with the Architectural Rules as then in effect. In each event, the value of the nonconforming Improvement shall be determined by the Committee.

E. Certificate of Compliance. Upon the elimination of any nonconforming Improvement, the Owner may request in writing that the Committee execute and record an Estoppel Certificate, as described in sub-section 5.8 of the Declaration, entitled "ESTOPPEL CERTIFICATE", which shall reference and rescind any previously recorded Notice of Noncompliance With Recorded Use Restrictions, and confirm that the Lot is in compliance with all applicable provisions of the Declaration and these Architectural Rules specified in the Notice of Noncompliance.

- (1) The approval or disapproval of any plans, drawings or specifications, whether or not defective;
- (2) The construction or performance of any work of Improvement, whether or not pursuant to approved plans, drawings or specifications;
- (3) The development of any lot within the Development; or
- (4) The execution and filing of a Notice of Noncompliance pursuant to sub-section 4.1A.(3) above entitled "Inspection of Work by Architectural Committee" or an Estoppel Certificate pursuant to sub-section 5.8 of the Declaration, entitled "ESTOPPEL CERTIFICATE", whether or not the facts therein are correct, provided that the Committee or such member thereof acted in good faith utilizing the information available to him or her at the time.

ARTICLE VII GOVERNMENTAL REGULATIONS

7.1 Compliance With Governmental Regulations.

A. Committee review and approval of any plans, drawings or specifications, or other submittals pertaining to the construction, installation or modification of any Improvements shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the Owner who desires to construct, install, or modify such Improvements.

ARTICLE VIII APPEALS

8.1 Appeals.

A. Any Owner who disagrees with a decision rendered by the Committee may appeal to the Owners at large, which may elect, in their sole discretion, to either hear the appeal or affirm the decision of the Committee. In either case, the Owners decision shall be final.

EXHIBIT "A"

NORTHFIELD AT VAN NESS - TRACT NO. 4396
"COMMITTEE"

The Declarant initially appoints an Architectural Committee comprised of the following three (3) members:

<u>NAME</u>	<u>ADDRESS</u>
John N. Kesterson	7740 North Fresno Street Suite 102 Fresno, California 93720
Brent Kesterson	7740 North Fresno Street Suite 102 Fresno, California 93720
John P. Mahoney	1391 West Shaw Avenue Suite A Fresno, California 93711

All plans and specifications or other submittals requiring Committee approval shall be delivered to the offices of the Declarant c/o "NORTHFIELD" as follows:

<u>NAME</u>	<u>ADDRESS</u>
MAKES 1	7740 North Fresno Street Suite 102 Fresno, California 93720

EXHIBIT "B"

NORTHFIELD AT VAN NESS - TRACT NO. 4396 "MINIMUM" BUILDING SETBACKS

<u>LOT</u>	<u>FRONT</u>		<u>SIDE</u>	<u>SIDE</u>	<u>REAR</u>		<u>TYPE</u>
1	EAST	35'	NORTH 10'	SOUTH 20'	WEST	20'	CORNER
2	EAST	35'	NORTH 10'	SOUTH 10'	WEST	20'	INTERIOR
3	EAST	35'	NORTH 10'	SOUTH 10'	WEST	20'	INTERIOR
4	EAST	35'	NORTH 10'	SOUTH 10'	WEST	20'	INTERIOR
5	SOUTHEAST	30'	EAST 10'	SOUTH 10'	NORTH & WEST	20'	CUL-DE-SAC
6	SOUTHWEST	30'	WEST 10'	SOUTH 10'	NORTH & EAST	20'	CUL-DE-SAC
7	WEST	35'	NORTH 10'	SOUTH 10'	EAST	20'	INTERIOR
8	WEST	35'	NORTH 10'	SOUTH 10'	EAST	20'	INTERIOR
9	WEST	35'	NORTH 10'	SOUTH 10'	EAST	20'	INTERIOR
10	WEST	35'	NORTH 10'	SOUTH 20'	EAST	20'	CORNER

SETBACKS

1. All front yard building setbacks are calculated from the back of curb.
2. All rear yard building setbacks are calculated from the property line.
3. All side yard building setbacks are calculated from the property line, except on Lots 1 and 10, which south side yard building setbacks are calculated from the north face of the masonry wall.
4. In conjunction with the enlarged south side yard setbacks on Lots 1 and 10, all south side building elevations along Bullard Avenue shall be architecturally designed to enhance and preserve NORTHFIELD'S Bullard Avenue streetscape.

EASEMENTS

1. All Lots are subject to non-exclusive easements over and along the private street and paved parking areas, as shown on the Final Subdivision Map of Tract No. 4396.
2. Lots 1 and 10 are subject to a wall easement, as shown on the Final Subdivision Map of Tract No. 4396.
3. Lots 1, 2, 3, 4, 5 and 8 are subject to utility

EXHIBIT "C"

NORTHFIELD AT VAN NESS - TRACT NO. 4396 FENCE RESTRICTIONS & SPECIFICATIONS

The location, style and height of all fences constructed within NORTHFIELD are subject to the following restrictions and specifications:

FRONT YARD

1. Front yard fences shall be located on or beyond the minimum front yard setback line. No fencing shall be permitted within the front yard setback area or in front of a Residence, except upon the prior written approval of the Committee. However, the Committee may allow decorative walls or fences up to three (3) feet in height within the front yard setback area if found architecturally compatible with the Residence.

2. Front yard "wing" fences or fences facing the street between Residences and the side property line, shall be located on or beyond the minimum front yard setback line. All wing fences shall be constructed in the "lattice top" style at a height of six (6) feet, as delineated in Detail "A" below.

REAR YARD

1. Rear yard fences separating adjoining lots shall be located on the common property line between the adjoining lots. All rear yard fences shall be constructed in the "three rail" style at a height of six (6) feet, as delineated in Detail "B" below.

2. Rear yard fences constructed to replace or screen existing fences between adjoining lots shall be located on the common property line between the adjoining lots, subject to the mutual consent of the property owners or, immediately within the rear property line, subject to the prior written approval of the Committee.

SIDE YARD

1. Side yard fences separating adjacent lots shall be located on the common property line between the adjacent lots. All side yard fences shall be constructed in the "three rail" style at a height of six (6) feet, as delineated in Detail "B" below.

2. Side yard fences along Bullard Avenue shall consist of the masonry wall previously installed by the Declarant. Installation of any additional side yard fencing along Bullard Avenue shall require the prior written approval of the Committee.

MISCELLANEOUS

1. All fences shall be skillfully constructed using quality grade materials so as to integrate uniformly into the adjoining

replacement components as needed.

5. Any fencing abutting the masonry wall along Bullard Avenue shall remain independent of and unattached to the masonry wall or its foundation. The masonry wall shall not be drilled, bored, encumbered, refinished or otherwise altered without the prior written consent of the Committee.

6. All fences shall conform to the restrictions and specifications set forth herein, subject to the code requirements and ordinances of the applicable governing agency.

DETAIL "A"

DETAIL "B"

EXHIBIT "D"

NORTHFIELD AT VAN NESS - TRACT NO. 4396 OPERATIONAL GUIDELINES FOR ENTRY/EXIT GATES

I INTRODUCTION

Vehicular access into and out of NORTHFIELD is restricted by the presence of two (2) decorative steel gates installed at the entrance to the subdivision, one (1) entry gate on the East and one (1) exit gate on the West. These gates are fully automated and controlled by means of an electronic call box attached to the east side of the monument sign located in the center island immediately south of the entry gate.

NORTHFIELD'S gated entrance with divided entry and exit lanes and full turn-around lane has been designed to accommodate vehicular traffic from both the Owner-resident and the guest-visitor. The following guidelines have been prepared to inform motorists entering or exiting NORTHFIELD on the proper use and safe operation of the gates.

II OPERATING PROCEDURES

A. ENTRY GATE

Motorists seeking to enter NORTHFIELD may gain access via the east travel lane by activating the entry gate into the open position using one (1) of three (3) methods:

1. Electronic Call Box with Access Code - Owner-residents in possession of the prescribed gate access code should approach the east side of the monument sign slowly and carefully, so as to safely position their vehicle alongside the electronic call box until accessible from the driver-side window. Following a thorough visual inspection of the gate operating area, the driver should enter the prescribed gate access code using the numeric keypad and await the opening of the entry gate.
2. Electronic Call Box without Access Code - Non-residents, guests, visitors and Owner-residents not in possession of the prescribed gate access code should approach the east side of the monument sign slowly and carefully, so as to safely position their vehicle alongside the electronic call box until accessible from the driver-side window. Using the "A" to "Z" buttons, the driver should scan the directory until the desired Owner-resident's name is displayed, then enter the corresponding three (3) digit code using the numeric keypad to automatically dial the desired Owner-resident. If the driver obtains a busy signal, he should push the "0" key to disconnect and try again. Once communication is established

and common sense should be used when operating this equipment. These gates were installed to restrict unwanted vehicular traffic from entering the development. If used properly and safely operated, they should provide the service intended without unnecessary difficulty or danger. The following safety tips should be used as guidelines when operating these gates:

1. Know the current OPERATIONAL GUIDELINES FOR ENTRY/EXIT GATES; revisions, modifications or additions may be made at any time.
2. Practice operating the gates until proficient, using the procedures set forth in the OPERATIONAL GUIDELINES FOR ENTRY/EXIT GATES.
3. Inform your family, friends, guests and visitors on the proper use and safe operation of the gates.
4. Know the current gate access codes; unauthorized access and/or disclosures may result in changes to the gate access codes at any time.
5. Do not disclose the gate access codes to non-residents, guests or visitors without the prior written consent of the Committee.
6. Avoid all contact with the gates and their related equipment.
7. Keep all children away from the gates and their related equipment.
8. Be aware that any physical contact with the gates or their related equipment may cause property damage and/or personal injury.
9. The gates are intended for vehicular traffic only; any other use is prohibited without the prior written consent of the Committee.
10. Never attempt to force the gates open or closed with your vehicle.
11. Never interfere with the operation of the gates or their related equipment.
12. Never attempt to restrict, obstruct or otherwise impede gate movements.
13. Never attempt to adjust, repair or disconnect the gates or their related equipment.
14. Always visually inspect the gate operating area and/or verify that the gate operating area is clear before activating the gates into the open position.
15. Always be prepared to stop unexpectedly for children or pedestrians.

19. Never attempt to police or direct vehicular traffic through the gate openings without the prior written consent of the Committee.
20. Always exercise safety, diligence and courtesy when operating your vehicle anywhere within the entrance or gate operating areas.

IMPORTANT: ALL OWNER-RESIDENTS WILL BE REQUIRED TO ATTEND A GATE SAFETY AND EMERGENCY ACCESS DEMONSTRATION OFFERED THROUGH THE COMMITTEE PRIOR TO TAKING OCCUPANCY.

IV ASSISTANCE

A. EMERGENCY

In case of an emergency involving the gates or their related equipment, contact the Fresno County Sheriff and/or North Central Fire Department immediately for assistance. Note: The emergency gate access switch is contained inside the "Fire Box" located on the east side of the monument sign just below the Electronic Call Box!

1. Fresno County Sheriff's Department Telephone # _____
2. North Central Fire Department Telephone # _____

B. EQUIPMENT

If at any time the gates or their related equipment are not functioning properly, contact the Committee or Valley Entry Services immediately for assistance. Note: In the event of a power outage or systems failure, the gates may be opened "manually" using the gate safety and emergency access procedures demonstrated by the Committee!

1. NORTHFIELD Committee Telephone # _____
2. Valley Entry Services Telephone # _____

C. SECURITY

Preserve the security of NORTHFIELD and avoid the inconvenience of being locked-out of your own gated community; know and keep confidential the current gate access codes. Note: The entry gate may also be opened using a remote controlled automobile transmitter unit designated by the Committee!

1. Electronic Call Box Code # _____
2. Telephone Code # _____

D. DIRECTORY

In order for non-residents, guests and visitors to properly utilize the automated entry system and request access into NORTHFIELD, every Owner-resident's name, address and current telephone number must be programmed into the electronic call box directory; contact the Committee for assistance. Note: Remember