



*The Village
at
Johnson Ranch*

OWNER/RESIDENT
WELCOME BOOK

www.johnsonranch.biz/the-village-at-johnson-ranch.html

Residential Use: No Lot, nor any portion thereof, shall be used for any purpose other than one single-family residence. Except as otherwise provided in this Declaration, with respect to Declarant's development and sales activities, no part of the Property shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, mining, drilling or other such nonresidential purpose.

Rental: The Property is designed and intended as an Owner-occupied, residential development, and no Owner shall rent, lease or otherwise delegate the use and occupation of his Lot except upon all the following terms and conditions:

- A. No Lot may be leased or rented for a period of less than thirty (30) days.
- B. The rental shall apply to not less than the entire Lot including its appurtenant rights, except its voting rights in the Association.
- C. Any rental shall be by a written agreement, which shall provide that the tenancy is subject to the terms of the CC&Rs, the Bylaws and the Association Rules and that any failure of the tenant to comply with the terms of the CC&Rs, the Bylaws or the Association Rules shall constitute a default under such agreement.
- D. Any Owner desiring to rent his or her Lot shall immediately furnish the Association's management company upon the signing of both parties to the rental agreement with (i) a copy of the executed rental agreement, (ii) the number of tenants, (iii) the full names of all tenants, (iv) phone numbers and email addresses for all residents, and (v) vehicle information for all resident vehicles (make, model, color, license plate number). This information must be provided on the "Notification of Rental Agreement" (Exhibit A) available from the Association's management company.

A new Notification of Rental Agreement must be submitted with every new rental agreement for the Lot.

- E. The Notification of Rental Agreement must be given to the management company no later than the tenant move-in date.
- F. A new Notification of Rental Agreement must be submitted every time a Lot is rented to new tenants.
- G. In the event that any changes occur during the tenancy, the Owner is responsible for immediately notifying the management company to revise the Notification of Rental Agreement.
- H. Upon the termination of any written rental agreement, the Owner shall immediately notify the Association's management company by completing and submitting the "Notification of Termination of Rental Agreement" (Exhibit B).
- I. If an Owner has a professional leasing agent who handles the renting of his or her Lot, the agent may submit the information required. The Owner, however, is ultimately responsible for ensuring that all provisions of this Resolution are followed and that the information submitted by the agent is correct.
- J. An Owner's failure to comply with the rules pertaining to rental restrictions is subject to disciplinary action by the Board of Directors.
- K. Each Owner renting a Lot is strictly responsible and liable to the Association for the actions of such Owner's tenants in or about all Lots and Common Area and for each tenant's compliance with the provisions of all governing documents and Association rules.

USE RESTRICTIONS

Offensive Activities & Nuisances: No noxious or offensive activity shall be carried on within the Property, nor shall anything be done or placed thereon which may be or become a nuisance or cause unreasonable embarrassment, disturbance or

annoyance to other Owners in the enjoyment of their Property, or in the enjoyment of Common Areas. Without limiting any of the foregoing, no Owner shall permit noise, including but not limited to, the barking of dogs and the excessive playing of music systems, to emanate from Owner's Lot, which would unreasonably disturb another Member's quiet enjoyment of his Lot or of the Common Area.

Parking/Vehicles: Each Owner shall be entitled to the exclusive use of the garage and driveway located upon his Lot for parking vehicles. To assure that no resident vehicles are parked elsewhere within the Property, the **following restrictions shall be strictly enforced.**

- A. No garage shall be enclosed or used as a workshop, storage space, hobby facility or for any other use or facility which would interfere with its use for the accommodation of the number of full-sized passenger vehicles which the garage was originally designed to accommodate.
- B. No commercial vehicle, inoperable vehicle or Recreational Vehicle of any type shall be kept or parked in any driveway, sidewalk or yard area within the Lots. Garages may not be used for storing or parking any Recreational Vehicle unless such vehicle is completely enclosed by the garage and cannot be viewed from the street or any other Lot. No Owner or resident shall permit overnight guests or frequent visitors to the Property to park in any manner which violates the provisions of this section.
- C. No vehicle of any type (including motorcycles) shall be permanently or semi-permanently parked in or upon the public or private streets within the Property, or on any Lot or Parcel for the purpose 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.
- D. Residents shall be entitled to the exclusive use of the garage and driveway located upon his or her Lot for parking vehicles.
 - E. No vehicles shall be parked on the street overnight or during the hours of 10:00 p.m. and 6:00 a.m., seven (7) days a week.
 - F. All Owner and Resident Vehicles shall be registered with the Association's management company. Any changes in vehicle status shall be reported to the management company immediately. An updated vehicle registration sheet must be submitted to the management company within seven (7) days of any change in vehicle status (page one of Exhibit A for renters; "Owner and Vehicle Information" (Exhibit C) for Owners).
 - G. All vehicles in the Development must be parked in accordance with provisions of the California Vehicle code.

In order to prevent or eliminate any parking problems within the Property, or to further define and enforce the restrictions of this Section 3.04, the Board of the Association shall have the power and authority to establish additional rules, restrictions and penalties and to impose fines or towing procedures for repeated violations of the parking restrictions, as determined by the Board.

Signs: No sign of any kind shall be displayed to the public view on or from any Lot without the approval of the Board or the Village Committee. However, one sign of customary and reasonable dimensions advertising a Lot for sale may be placed within each Lot by the Owner.

Antennae, External Fixtures, Solar Panels, Other

Equipment: No television or radio poles, antennae, satellite dishes, flag poles, clotheslines, basketball standards or other external fixtures, other than those originally installed by Declarant, and any replacement, shall be constructed, erected or maintained on any Lot or any structures on it if such fixture is visible from any street. To the extent permitted by law, the installation of solar panels shall be subject to the prior written approval of The Village at Johnson Ranch Architectural Control Committee if the same are visible from any street. Portable basketball standards must be stored out of sight when not being used.

Fences and Other Structures: No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature which are visible from any street shall be erected or maintained on or around any portion of any structure or elsewhere within the Property except those existing as part of Declarant's original construction and their duplicate replacements, or those which are installed or authorized and approved by The Village at Johnson Ranch Architectural Control Committee or the Board.

Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by street property lines and a line connecting them at points twenty-five feet (25') 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 ten feet (10') from the intersection of a street property line with the edge of a driveway. 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 lines.

No fence or hedge exceeding three feet (3') in height shall be erected or permitted to remain or allowed to grow nearer any street than setback lines shown on the recorded plat.

Animals: No animals, livestock or poultry shall be kept in any Lot or elsewhere within the Property except that fish in an aquarium, pet birds in a bird cage, domestic cats or domestic dogs may be kept as household pets within any Unit if they are not kept, bred or raised for commercial purposes or in unreasonable quantities as determined by the Board. The Board can prohibit maintenance of any animal which, in the sole and exclusive opinion of the Board, constitutes a nuisance or health hazard to any other Owner. No dog shall be allowed in the Common Area except upon a leash held by a person capable of controlling it. Each person bringing or keeping a pet on the Property shall be absolutely and strictly liable to other Owners, their family members, guests, invitees, tenants and contract purchasers, and their respective family members, guests and invitees, for any injury to persons or damage to Property caused by any pet brought on or kept on the Property by such person or by members of his family, his guests or invitees.

Trash: All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be kept where they are visible from any street or any neighboring Lot, except as may reasonably be necessary in connection with the collection thereof by the garbage collector. No portion of any Lot shall be used for the storage of building materials or other materials except in connection with approved construction. Trash receptacles are to be removed from the street and placed out of sight of the street or neighboring Lots no more than twenty-four (24) hours after pick up has occurred. Trash receptacles are to be placed in the street for pick up no earlier than twenty-four (24) hours prior to the day of pick up. Trash receptacles are to be removed from the street and placed out of sight of the street or neighboring Lots no more than twenty-four (24) hours after pick up has occurred.

Dumping Prohibited: There shall be no dumping of yard clippings, oil, paint, pesticides or other hazardous substances on the Common Area or of oil in public street drains.

Outside Drying, Laundering and Window Coverings: No exterior clothesline shall be erected or maintained on any Lot. No laundering, clothes drying or related activity shall be permitted outside any building. Neither sheets nor aluminum foil may be used as window coverings.

Exterior Alterations; Additional Structures: No Owner shall make or permit to be made, at his expense or otherwise, any alterations or modifications to the exterior of the buildings, fences, railings or walls situated within the Property, without the prior written consent of the Board or The Village at Johnson Ranch Architectural Control Committee. No structures of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Compliance with Laws, etc.: Nothing shall be done or kept in any Lot or Unit or in the Common Area that might increase the rate of, or cause the cancellation of insurance on the Property, or any portion of the Property, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Lot or in the Common Area that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body. No Owner shall allow furniture, furnishings or other personal belongings to such Owner to remain within any portion of the Common Area except as may otherwise be permitted by the Board.

Common Area: Without limiting the Owner’s maintenance obligations as specified in Article 5 of the CC&Rs, no improvement, excavation or work which in any way alters the form or appearance of the Common Area from its existing state on the date it is conveyed by Declarant to the Association shall be made or done except upon strict compliance with, and within the restrictions and limitations of, the following provisions of this section:

- A. No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any structural improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree or shrub or plant any tree, shrub or other vegetation upon Common Area or Front Yard Areas. The Association shall maintain such Front Yard Areas as if they were a part of the Common Area. Easements required for such maintenance automatically exists as provided in Article 2.

- B. The Association may at any time, and from time to time:

- 1) Reconstruct, replace or refinish any improvement or portion thereof upon Common Area in accordance with the original design, finish or standard or construction of such improvement;
- 2) Construct, reconstruct, replace or refinish any road improvement or surface upon any portion of Common Area or Front Yard Areas;
- 3) Replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any landscaped portion of the Common Area or Front Yard Area;
- 4) Place and maintain within Common Area or Front Yard Areas such signs as the Association deems necessary for the identification of addresses and facilities, regulation of traffic and parking, the regulation and use of Common Area and for the health welfare and safety of Owners and guests. Any such signs shall comply with applicable governmental requirements.

Interference with Access: No one shall interfere with or otherwise restrict the free right of passage of the Owners, their agents, servants, tenants, guests and employees over driveways or passages leading to their respective garages.

Restrictions on Owner's Landscaping: Unless there has been prior written approval of The Village at Johnson Ranch Architectural Control Committee, no Owner shall: (a) plant any tree on a Lot where the distance between the center of the tree trunk is less than three feet (3') from any fence; (b) alter the grade of the land within his Lot; or (c) alter any Front Yard Area or Common Area.

Indemnification: Each Owner shall be liable to the remaining Owners for any damage to the Common Area that may be sustained by reason of the negligence of that Owner, members of his family, his contract purchasers, tenants, guests or invitees, to the extent that any such damage is not covered by insurance.

Each Owner, by acceptance of his deed, agrees for himself and for the members of his family, his contract purchasers, tenants, guests or invitees, to indemnify each and every other Owner, and to hold him harmless from, and to defend him against, any claim of any person for personal injury or property damage occurring within the Lot of that particular Owner, except that said Owner's liability may be diminished to the extent that the injury or damage occurred by reason of the negligence of any other Owner or person temporarily visiting in said Lot or is fully covered by insurance.

Notices to Owners: Declarant hereby notifies each Owner of the following:

- A. **Pests:** Portions of the Property are located near a creek or wetland area. As a result of such location, Owners may encounter certain pests, such as mosquitoes, which occur near creek or wetland areas.

- B. **Power Lines:** Lots A and B on the northeast side of the Property are encumbered by power line easements for the placement of high voltage power lines. Living near such power lines may be associated with undetermined health risks.

Fine Policy and Procedures

Be it therefore resolved, that the Village at Johnson Ranch Owners Association Fine Policy and Procedures are as follows:

- a. When a violation has been identified, the owner/member is notified by letter (**Warning Notice**) that a violation has been noted and a request is made to correct the violation within a specified period of time. Failure to correct the violation within the specified time allowed will result in a **Violation Notice** and procedures as in “b” below.
- b. A second violation of the same nature within three (3) months of the first will result in a **Hearing Notice**, stating the penalty for such violation and setting a date for a hearing before the Board of Directors. At the hearing, the owner will have the opportunity to present the Board with information (orally or in writing) supporting their position. As a result of the hearing, a fine may be assessed. **Note:** In case of an architectural or similar violation, a date will be established when the violation must be corrected.
- c. **Schedule of Fines:**

SCHEDULE OF MONETARY PENALTIES FOR THE VILLAGE AT JOHNSON RANCH

- | | |
|--------------------------------|---------------------|
| ○ First Violation | \$100.00 |
| ○ Second Violation | \$150.00 |
| ○ Third Violation | \$200.00 |
| ○ Subsequent Violations | \$100.00 increments |

*This Fine Policy and Procedures was adopted on
December 16, 2005.*

