

## Day-To-Day Rules from the Park Paseo CC & R's

### ARTICLE IX

#### USES PROHIBITED AND PERMITTED

**Section 1. Single Family Residence.** No Lot shall be used for any purpose other than for one single family residence. No mobile home, trailer, tent, shack, garage, basement, or any temporary building structure or uncompleted building or structure of any kind shall be used at any time as a residence, either temporarily or permanently; provided, however, that Lots and structures of any kind owned or controlled by Declarant, its agents, contractors, subcontractors, and suppliers, may be used as models and sales offices and constructions offices for the purpose of constructing and selling the Lots in the Properties, until all of the Lots therein are sold by Declarant. No Lot shall be used in any manner to explore for, to refine, or to remove, by means of surface entry, any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance, nor shall any derrick, oil well, shaft or other such device or excavation be permitted upon any Lot. No Lot shall be further subdivided.

**Section 2. Recreational Vehicles.** No recreational vehicle may be parked or stored on any Lot or street except within an enclosed garage. Notwithstanding the foregoing, any recreational vehicle may be parked on a driveway of any Lot or on any street within the Properties by guests of any Owner for not in excess of forty-eight (48) hours, and by the owner for the sole and express purpose of loading or unloading, but not in excess of any six (6) hour period within any single day.

**Section 3. Other Vehicles.** No vehicle may be parked or stored on any Lot or street, except vehicles which are of such dimensions so that they will fit within an enclosed garage on the Lot.

**Section 4. Commercial Vehicles.** No commercial vehicles may be parked or stored on any Lot or street at any time. Notwithstanding the foregoing, commercial vehicles which consist of ordinary passenger automobiles, vans or pickup trucks, and which are of such size to be garage able may be parked or stored only within an enclosed garage. In addition, commercial vehicles may be parked on the Lot or on the street for reasonable periods of time for deliveries and/or construction purposes.

**Section 5. Signs.** No signs, posters or displays shall be shown or displayed on a Lot excepting one sign of customary and reasonable dimensions which states that the premises are for sale or rent, and such signs as may be required by legal proceedings, excepting the right of Declarant to use billboards, signs, markers, flags, flag poles and the like in connection with its sales or rental activities.

**Section 6. Outside Installations.** No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot, which interferes with the reception of television or radio received upon any other Lot. No outside antenna for radio or television shall be constructed, erected or maintained at any time on any Lot, except as may be approved by the Architectural Committee provided for at Article VI hereof entitled "Architectural Control."

**Section 7. Landscape Control.** Within ninety (90) days after the close of each escrow for the conveyance of a Lot in the properties upon which Declarant has constructed a residence, the Owner shall plant a lawn or otherwise landscape his front yard in accordance with acceptable standards in the area. Said plan shall provide for landscaping sufficient to prevent flow of soil or dirt from his Lot onto any adjacent sidewalk, street, parkway or Lot. No tree, shrub or other planting of any kind shall be allowed to overhang or otherwise to encroach upon any sidewalk or other pedestrian way, from ground level to a height of ten (10) feet.

**Section 8. Drainage.** Each Owner agrees for himself and his successors in interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of the Properties was completed by Declarant.

**Section 9. Garages.** The garages shall be used for the parking of vehicles and for storage purposed only, and shall not be converted for living or recreational activities. Garage doors shall remain closed at all times excepting only for entering or exiting.

**Section 10. Repair of Vehicles.** No vehicle shall be repaired or painted upon the portion of any lot which is visible from any other Lot or the streets in the Properties.

Section 11. Animals. No animals or birds, other than a reasonable number of generally recognized house or yard pets shall be maintained on any Lot, and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from neighboring Lots.

Section 12. Slopes. All Owners of Lots shall continuously maintain and properly water any slopes on their own Lots, so as to prevent damage or interference with established slope ratios, to prevent erosion or sliding problems, and so as not to change the direction of or retard the flow of water through drainage channels.

Section 13. Maintenance of Lawns and Plantings. Each Owner of a Lot shall keep all shrubs, trees, grass and plantings of every kind on his Lot, including planted areas between adjacent sidewalks and the street curb, if any, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

Section 14. Screendoors, Windows and Patio Covers. No Owners shall be permitted to install a screendoor on the front or main entrance door or doors, nor shall any aluminum or metal awnings, or covers, be installed over windows or patios, nor shall the windows be covered with aluminum foil, paint, or other material.

Section 15. Business or Commercial Activity. No business of any kind shall be permitted or conducted on the Properties, excepting for the business of Declarant in completing the construction of residences on the property and of disposing the same by sale, lease or otherwise, and excepting professional and administrative occupations without external evidence thereof which are incidental to the primary purposes of the buildings as single family residences.

Section 16. Nuisances. No noxious or offensive activities (including, but not limited to, the outdoor repair of motor vehicles) shall be carried on upon the Properties. Without limiting the generality of the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Lot and improvements located thereon, shall be placed or used on any such Lot or improvements. No exterior lighting shall be placed or maintained upon any Lot so as to cause an unreasonable glare or illumination upon any other Lot.

Section 17. Rubbish Removal. All garbage and trash shall be placed and kept in sanitary, covered containers. In no event shall such containers be maintained so as to be visible from neighboring Lots except when set out for a reasonable period of time before and after scheduled trash pick-up times. No Owner of a Lot shall permit anything or condition to exist upon his Lot which shall induce, breed or harbor infectious plant or other diseases, or noxious insects.

Section 18. Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot, unless they are erected, placed and maintained so as not to be visible from neighboring Lots.

Section 19. Buildings.

(a). No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars.

(b). The minimum square footage of all buildings constructed or erected on any Lot shall be not less than 1,200 square feet, which square footage shall be determined by measuring from exterior walls; and cellars, basements, patios, porches and garages are specifically excluded from inclusion in minimum square footage.

(c). No building shall be located nearer than ten (10) feet to the front lot line or nearer than five (5) feet to the side lot line.

(d). No building shall be permitted to fall into disrepair, and each such building shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 20. Rooftop Appliances. Appliances or installations upon the roofs of structures shall not be permitted unless they are approved by the Architectural Committee provided for at Article VI hereof entitled "Architectural Control."

Section 21. Compliance with Laws. Each Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of Federal, State or municipal governments or authorities applicable to sue and occupancy of, and construction and maintenance of improvements upon, the Lots and any additions thereto.