

9.5 Nuisances. No noxious or offensive activities (including but not limited to the repair of motor vehicles, except in emergencies) shall be permitted upon the Properties. No Owner shall allow interior furniture, furnishings or other personal belongings of such Owner to remain outside the Living Unit, where it may be visible from the street, the Properties or adjacent Lots, except as authorized by the Board. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Living Unit and its contents, shall be placed or used on the Properties. No junk vehicle (including, without limitation, any vehicle that is inoperable, or not currently registered with DMV, dilapidated, materially damaged, or has broken windows) shall be permitted within the properties. No vehicle shall be parked on the Lot except in the driveway or garage. Noisy or smoky vehicles, large power equipment and large power tools, off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Properties, and objects which create or emit loud noises or noxious odors shall not be located, used or placed on any portion of the Properties, or on any public street abutting the Properties, or exposed to the view of other Owners without the prior written approval of the Board. All vehicles, including motorcycles, must be equipped with operational mufflers that minimize exhaust noise. The Board shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance, including but not limited to, barking dogs, noisy vehicles and power equipment. Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of persons residing in or visiting his or her Lot.

MARKUP #1 ->

9.6 Usage of Units. Nothing shall be done or kept in any Living Unit or upon any Lot that will increase the rate of insurance on the total building. No Owner shall permit anything to be done or kept in his or her Living Unit which will result in the cancellation of insurance on the total dwelling, or which would be in violation of any law. Nothing shall be done in any Living Unit or upon any Lot that would structurally impair the building or which would structurally change the building, except as otherwise provided in this Declaration.

Ammended on 1.25.2006 per Ammendment A

9.6.1 Garage and Other Exterior Doors. For safety and security purposes, all garage doors shall be kept closed and secured unless actually working in the area. Doors may be left slightly ajar for ventilation.

ISSUE #1

9.7 Signs, banners and displays. No sign, poster, display, lights, banners, flags, flagpoles or other like device, whether commercial or non commercial, shall be erected upon any Lot or the public rights of way within the properties, ~~either temporarily or permanently, except, in accordance with Civil Code Section 712, (a) one (1) sign~~ upon a Lot advertising the Lot for sale, lease or exchange, (b) house numbers, traffic and other signs approved by the Board, (c) Neighborhood Watch signs and other security signs in accordance with rules adopted by the Board and (d) temporary garage sale signs, political signs and holiday displays in accordance with rules adopted by the Board, (e) a U.S. flag, of a size not to exceed fifteen (15) square feet in size, may be displayed upon a living unit or from a pole of not more than four (4) feet attached to the home by a bracket. Such displays shall be in accordance with recognized flag etiquette.

9.8 Garage Sales. No more than two (2) garage/yard sales, plus any community garage sales organized or authorized by the Board, may be conducted on any Lot in any calendar year and no such sale shall continue for a period longer than thirty six (36) consecutive hours. Signs promoting such sale may be posted upon the Lot not more than 48 hours prior to the sale and must be promptly removed once the sale is completed. The Board may adopt additional rules regulating garage and yard sales and the posting of signs with respect thereto.

9.9 New Buildings Only. No building of any kind, including storage sheds and gazebos, shall be moved from any other place onto any Lot, from one Lot to another Lot or from one location upon a Lot to another location upon the same Lot, without the prior written consent of the Board.

9.10 Exterior Alterations. No alteration shall be made to the exterior design or color of any structure unless the Board shall have first approved such alteration or addition to a residence.

9.11 Plans and Specifications. No building or Improvement upon any Lot shall be commenced or altered and no change to the exterior design, color or appearance of any building, structure or Improvement shall be made until the

MARKUP #1 · CONFLICTS WITH FED LAW

BOARD & COUNSEL REVIEW

Sec. 9.7 (p. 11): Flag or flagpole restriction fails to include statutory exemption for the United States flag under the Freedom to Display the American Flag Act.

Statutory / Legal Reference: 4 U.S.C. § 5 Note (Freedom to Display the American Flag Act of 2005) & Cal. Civ. Code §§ 4000 - 6150 (Davis-Stirling Common Interest Development Act)

Statutory Comparison: The federal Freedom to Display the American Flag Act of 2005 (4 U.S.C. § 5 Note, Pub. L. 109-243) prohibits community associations from adopting or enforcing any policy that prevents a member from displaying the flag of the United States on residential property to which the member has a separate ownership interest or right to exclusive possession or use.

CURRENT WORDING IN DOCUMENT:

Signs, banners and displays. No sign, poster, display, lights, banners, flags, flagpoles or other like device, whether commercial or non commercial, shall be erected upon any Lot or the public rights of way within the

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

In accordance with the Freedom to Display the American Flag Act of 2005 (4 U.S.C. § 5 Note, Pub. L. 109-243), any homeowner may respectfully display the official United States flag on residential property under their ownership or exclusive use.