

Solano Verde Raches

Homeowners' Association

By-Laws

**REAL SUPPORT
PROPERTY MANAGEMENT
Malibu, CA 90265**



310/457-0019

BYLAWS
OF
SOLANO VERDE RANCH HOMEOWNERS ASSOCIATION, INC.

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OF
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ARTICLE I
PLAN OF OWNERSHIP

Section I-1. Name: The name of the corporation is SOLANO VERDE RANCH HOMEOWNERS ASSOCIATION, INC., a California non-profit, mutual benefit corporation, hereinafter referred to as the "Association". The principal office of the corporation shall be located in Ventura County, California.

Section I-2. Property Ownership: The "Project" is located on land in the County of Ventura, State of California, described as follows:

Lots 1 through 37 of Parcel Map 3361 in the County of Ventura, State of California, as per Map filed in Book 33 of Parcel Maps, at Page 1 through 12, inclusive, in the office of the County Recorder of Ventura County, California.

Section I-3. Bylaws Applicability: The provisions of these Bylaws are applicable to the Project and to the Association. (The term "Project" as used herein shall include the land and all structures and improvements thereon.)

Section I-4. Personal Application: All present or future owners, residents, invitees, tenants, future tenants, or their employees, or any other persons are subject to the regulations set forth in these Bylaws and to the recorded or to be recorded

Declaration of Covenants, Conditions and Restrictions applicable to the property or any portion thereof, and as the same may be amended from time to time as therein provided (the "Declaration" herein).

The mere acquisition or rental of any of the lots of the Project or the mere act of occupancy of any of the lots will signify that these Bylaws and the provisions of the Declaration are accepted, ratified, and will be complied with.

Section I-5. Definitions: The following terms, if any as used in these Bylaws, shall have the same meaning as are applied to such terms in the Declaration: "Project", "Lot", "Owner", "Association", "Member", "Board of Directors", "common area," "mortgage", "organizational meeting", and "unit".

ARTICLE II

MEMBERSHIP VOTING, MAJORITY OF OWNERS,

QUORUM, PROXIES

Section II-1. Membership and Voting: Membership and voting shall be as provided in the Declaration, Section 4.

Section II-2. Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of members holding fifty-one percent (51%) or more of the votes in accordance with the voting rights provided in the Declaration shall constitute a quorum. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of a quorum. Any action of the Association expressly required by these Bylaws or the Declaration to have membership approval, shall require the vote or written assent of said percentage of each class of membership so long as there are two classes outstanding.

Section II-3. Proxies: Votes may be cast in person or by proxy. Proxies must be in writing, signed by the owner and filed with the Secretary before the appointed time for the convening of each meeting. Proxies may expressly state a duration for effectiveness for up to three (3) years, but otherwise shall automatically become invalid after eleven (11) months. Every proxy shall be revocable and shall automatically become invalid upon the conveyance of the lot to another owner, or upon the death or declared insanity of the member.

Section II-4. Cumulative Voting: Every owner entitled to vote at any election for Directors of the Association may accumulate his votes and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which each member is entitled only if the procedural prerequisites set forth in Section 7615(b) of the California Corporations Code are first followed. Cumulative voting is required for all elections in which more than two (2) Directors are to be elected. Except that in all elections in which the Developer is entitled to vote, and in which the owners other than the Developer do not have a sufficient percentage of the voting power of the Association to elect at least one (1) Director through the cumulating of all of their votes, there shall be designated one (1) directorship for which the Developer shall be ineligible to vote.

ARTICLE III

ADMINISTRATION

Section III-1. Association Responsibilities: The lot owners will constitute the Association of Owners which will have the

responsibility through its Board of Directors or directly, if membership vote is required, of administering the Project, approving the annual budget, establishing and collecting assessments, and arranging for the management of the Project pursuant to an agreement, containing provisions relating to the duties, obligations, removal, and compensation of a management agent.

Section III-2. Place of Meetings: Meetings of the Association shall be held within the Project or as close thereto as practicable at such other suitable place in Ventura County, California, convenient to the members as may be designated by the Board of Directors.

Section III-3. Annual Meetings: The organizational meeting of the Association (which shall constitute the first annual meeting of the members) shall be held within forty-five (45) days after the closing of the sale of the lot which represents the 51st percentile interest authorized for sale under the Final Subdivision Public Report for the Project, or six (6) months after the closing of the sale of the first lot, whichever first occurs, at which time a new Board of Directors shall be elected. Prior to the first meeting, the initial Board of Directors named by the Developer of the Project shall manage or cause to be managed the affairs of the Association. Each subsequent regular annual meeting of the members shall be held within thirty (30) days of the annual anniversary of the first annual meeting of the members. Should any annual meeting day fall upon a legal holiday, then said annual meeting of members shall be held at the same time and place on the next day thereafter ensuing which is not a legal holiday. At such meetings there shall be elected by

ballot of the members a Board of Directors in accordance with the requirement of Section IV-6, Article IV of these Bylaws. Members may also transact such other business of the Association as may properly come before them.

Section III-4. Special Meetings: Special meetings of the members may be called at any time by the President or by a majority of a quorum of the Board of Directors, or upon written request of the members representing not less than five percent (5%) of the total voting power of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members present, either in person or by proxy. In the event that there are no Directors or Officers existing in the corporation, any four (4) members may call and notice a special meeting to elect Directors.

Section III-5. Notice of Meetings: It shall be the duty of the Secretary to mail a notice of each annual or special meeting stating the time and place where it is to be held and the purpose, if relating to a special meeting, to each owner of record at least ten (10) days, but not more than ninety (90) days, prior to such meeting, addressed to the member's address last appearing on the books of the Association, or supplied by such member for the purpose of notice. If no address is supplied, notice shall be deemed to have been given if mailed to the address of the Lot owned by such member, or published at least once in a newspaper of general circulation in the county of said principal office. The mailing of a notice in the manner provided in this Section

shall be considered notice served. In the case of the organizational meeting, notice may be given by the Developer.

Section III-6. Waiver of Notice: The presence of all members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of such meeting, object to the holding of same for non-compliance with the provisions of Section III-5 hereof. Any meeting so held, without objection, shall, notwithstanding the fact that no notice of meeting was given or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken; provided, however, that where a member has pledged his vote by mortgage, deed of trust, or agreement of sale, only the presence of the pledgee shall be counted in determining whether notice is waived with regard to business dealing with such matters upon which the member's vote is so pledged.

The transactions of any meeting of members, however called and noticed, shall be valid as though had at a meeting duly held after regular call and notice, if a quorum be present, in either person or by proxy, and if either before or after the meeting, each member entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the Association's records or made a part of the minutes of the meeting.

Section III-7. Adjourned Meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn

the meeting but may not transact any other business, to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. The quorum requirement for the subsequent meeting shall not be less than twenty-five percent (25%) of the total voting power of the Association, notwithstanding the provisions of Article II, Section II-2. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings. In the event the quorum requirement becomes twenty-five percent (25%) of the voting power of the membership, then the only matters that may be voted upon at any meeting actually attended in person or by proxy by one-third (1/3) or less of the voting power, are matters of the general nature of which was given in the notice of meeting.

Section III-8. Order of Business: The order of business of all meetings of the owners of lots shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) reading of Minutes of preceding meeting; (d) reports of Officers; (e) report of committees; (f) election of Directors (organizational and annual meetings only); (g) unfinished business; and (h) new business. All meetings of the members shall be governed by Roberts' Rules of Order, except where such rules are inconsistent with the Declaration, the Articles of Incorporation, or these Bylaws.

Section III-9. Action Without Meeting: Any action which may be taken by the vote of members at a regular or special meeting, except the election of governing body members where cumulative voting is a requirement, may under the provisions of Section 7513 of the California Corporations Code be taken without a meeting if authorized by a writing signed by a majority of the members who would be entitled to vote at a meeting for such purposes, and filed with the Secretary.

In order to conduct business pursuant to Section 7513 of the Corporations Code, the following must be complied with:

(1) The ballot must be distributed to every member entitled to vote in accordance with the procedure prescribed at Section III-5 herein for the giving of notice of meetings.

(2) The ballot must specify a reasonable time within which the ballot is to be returned and only those ballots returned within that time period will be counted for either quorum or voting purposes.

(3) Within the established time period there must be a return of that number of affirmatively voted ballots which would be enough to pass the proposed measure at a normal meeting.

(5) The ballot must include:

(a) A statement of the proposed action of measure;

(b) A place for the member to indicate approval or disapproval of the proposed measure;

(c) A statement of the number (not percentage) of responses needed to satisfy the quorum requirement;

(d) A statement of the percentage (not number) of responses needed to pass the proposal;

(e) An indication of the date and time before which the ballots must be returned in order to be counted.

The ballots actually returned may not be revoked.

Section III-10. Organization: The President, or in his absence, the Vice-President, shall call the meeting of members to order and shall act as Chairman of the meeting. In the absence of the President and Vice-President, the members shall appoint a Chairman for such meeting. The Secretary of the Association shall act as Secretary of all meetings of members; but in the absence of the Secretary at any meeting of members, the presiding officer may appoint any person to act as Secretary thereat.

Section III-11. Inspectors of Election: Prior to any meeting of members the Board may, if it so elects, appoint inspectors of election to act at such meeting or any adjournments thereof. If inspectors of election be not so appointed, the Chairman of any such meeting may, and upon request of any member or his proxy shall, make such appointment at the meeting. The number of inspectors shall be either one, three, or five.

ARTICLE IV

BOARD OF DIRECTORS

Section IV-1. Number and Qualifications: The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be lot owners in the Project except that agents of the Developer may be Directors, if elected, so long as the Developer owns lots in the Project.

Section IV-2. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and

things as are not by law or by these Bylaws directed to be exercised and done by the members. The powers of the Board of Directors shall include but not be limited to the following:

IV-2(a) Enforce the provisions of the Declaration, Bylaws, or other agreement.

IV-2(b) Enforce applicable provisions of the Declaration and these Bylaws and the Articles of Incorporation of the Association and establish, modify from time to time, and enforce uniform rules and regulations pertaining to the maintenance and use of the lots and the common area, including but not limited to, signs, refuse collection and disposal, maintenance standards, parking, traffic control, view obstruction, noise, animal maintenance and control, and architectural restrictions. The Association may exercise all rights in law and equity, hire legal counsel, and levy fines for any violation by an owner, his guest, tenant, agent, or children, not to exceed One Hundred Fifty Dollars (\$150.00) per violation. Any action by the Association to levy fines shall be taken after notice and hearing by the Board of Directors in accordance with the procedures set forth under Section IV-2(c) of this Article. A copy of such rules and regulations as adopted, amended or repealed shall be mailed or otherwise delivered to each owner. In the event of any conflict between such rules and regulations on the one hand and these Bylaws, the Declaration or Articles, on the other, the latter shall prevail.

IV-2(c) Temporarily suspend the voting rights of a member during any period in which such member shall be in default in payment of any assessment levied by the Association. Such

rights may also be suspended after-notice and hearing for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association. The procedures for notice and hearing, satisfying the minimum requirements of Section 7341 of the Corporations Code, shall be as follows with respect to the accused member before a decision to impose discipline is reached:

IV-2(c)(1) Written notice shall be delivered either personally or by mail to the accused member at least fifteen (15) days prior to the imposition of discipline. Said notice shall include all facts upon which the allegation of a violation is based.

IV-2(c)(2) The accused member shall be provided an opportunity to be heard, orally or in writing, not less than five (5) days before the effective date of the disciplinary action by the Board of Directors.

IV-2(c)(3) The notice required hereby may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first class or registered mail sent to the last address of the member shown on the Association's records. No such suspension shall affect the rights of such member to access to his lot.

IV-2(d) Contract for materials and/or services for the common area or for the Association, with the terms of any service contract limited to one (1) year, unless a longer term is approved by a majority of the voting power of each class of members of the Association. Any such contract entered into prior to the organizational meeting shall terminate within thirty (30) days thereafter.

IV-2(e) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

IV-2(f) Employ a manager, independent contractor, or other such employees as they deem necessary and to prescribe their duties.

IV-2(g) Pay all real and personal property taxes and other charges assessed against the common area, unless said assessments are included in the assessments to the lots.

IV-2(h) Delegate its duties.

IV-2(i) Enter onto any lot when necessary in connection with the maintenance or construction for which the Association is responsible or in the event of emergencies;

IV-2(j) Own, maintain, improve, construct, reconstruct (in the event of deterioration or destruction) and manage all of the common area and improvements, lighting, and landscaping thereon, and all property acquired by the Association, and to pay all the costs thereof.

IV-2(k) Prosecute or defend, in the name of the Association, any action affecting or relating to the common area owned by the Association, and any action in which all or substantially all of the owners have an interest.

IV-2(l) To cause to be prepared the following financial statements, budgets and reports to be prepared and distributed to all Members:

(1) A statement of the Association's policies and practices in enforcing its remedies against members for defaults in the payment of regular and special assessments including the recording and foreclosing of liens against member' Lots.

(2) A proforma operating statement (budget) for each fiscal year not less than forty-five (45) days and not more than sixty (60) days before the beginning of the fiscal year, prepared as follows:

(a) Estimated revenue and expenses on an accrual basis.

(b) The amount of the total cash reserves of the Association currently available for replacement or major repair of common facilities and for contingencies.

(c) An itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of the common areas and facilities for which the Association is responsible.

(d) A general statement setting forth the procedures used by the governing body in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the common areas and facilities for which the Association is responsible.

(3) A balance sheet as of an accounting date which is the last day of the month closest in time to six (6) months from the date of the close of escrow for the first sale of a lot in Solano Verde and an operating statement for the period from the date of such first closing to the said accounting date, shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the numbers of the Lots and the name or names of the Owners assessed.

(4) An annual report consisting of the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year:

(a) A balance sheet as of the end of the fiscal year.

(b) An operating (income) statement for the fiscal year.

(c) A statement of changes in financial position for the fiscal year.

(d) Any information required to be reported under Section 8322 of the Corporations Code. If the annual report is not prepared by a Certified Public Accountant, the annual report shall be prepared by the Chief Financial Officer of the Association, who shall certify that the statements were prepared without audit from the books and records of the Association.

IV-2(m) The Board of Directors of the Association shall not take any of the following actions except with a vote or written assent of a majority of the total voting power of the Association as well as the vote or written assent of a majority of the total voting power of members other than the Declarant, or of each class of members if there be more than one:

IV-2(m)(1) Entering into a contract with a third person wherein the third person will furnish goods and services for the Project for a term longer than one (1) year.

IV-2(m)(2) Paying compensation to members of the Board of Directors or to officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board of Directors may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

IV-2(m)(3) Incurring aggregate expenditures of capital improvements of the common area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for the fiscal year.

IV-2(m)(4) Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for the fiscal year.

IV-2(m)(5) Filling of a vacancy on the governing body created by the removal of a governing body member.

Section IV-3. Personal Liability: No member of the board, or of any committee of the Association, or any officer of the Association, or any manager or Developer, or any agent of Developer, shall be personally liable to any owner or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

Section IV-4. Duties: It shall be the duty of the Board of Directors to:

IV-4(a) Records: cause to be kept a complete record of all its acts, affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

IV-4(b) Supervise: supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

IV-4(c) As more fully provided in the Declaration to:

IV-4(c)(1) Fix Assessments: fix the amount of the assessment against each lot; at least thirty (30) days in advance of each annual assessment.

IV-4(c)(2) Levy Special Assessments: Levy special assessments for the purpose of defraying the common expenses of the Association for a given fiscal year.

IV-4(c)(3) Notice of Assessment: send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment; and

IV-4(c)(4) Foreclose: foreclose the lien against any property for which assessments are not paid in thirty (30) days after due date or bring an action at law against the owner personally obligated to pay the same.

IV-4(d) Certificate of Payment: furnish, or cause an appropriate officer to furnish, upon demand by any person, a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance;

IV-4(e) Liability Insurance: procure and maintain liability and hazard insurance on property owned by the Association.

IV-4(f) Bond: cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

IV-4(g) Maintenance: cause the common area to be maintained in a first-class condition of repair and maintenance, satisfactory to the Association.

Section IV-5. Management Agent: The Board of Directors may employ for the Association an independent professional management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including but not limited to the duties listed in Section IV-4 of this Article and Section V-8, Article V of these By-Laws.

Section IV-6. Election:

IV-6(a) Term of Office: At the organizational (first annual) meeting, the members shall elect three (3) Directors for a term of two (2) years, and two (2) Directors for a term of one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. If any annual meeting is not held or the Directors are not elected thereat, the Directors may be elected at any special meeting of members held for that purpose. The Directors shall hold office until their successors have been elected and hold their first meeting.

IV-6(b) Nomination: Nomination for election to the Board of Directors shall be made by a nominating committee which may consist of members and non-members. Nominations may also be made from the floor at an annual meeting. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

IV-6(c) Election: Election to the Board of Directors shall be by secret written ballot. At such election, members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. At the first annual meeting, the three (3) persons

receiving the largest number of votes shall be elected to two (2) year terms and the two (2) persons receiving the next largest number of votes shall be elected to one (1) year terms. At subsequent elections, the persons receiving the largest number of votes shall be elected. From the first election of the Board and so long thereafter as a majority of the voting power resides in the developer or so long as there are two (2) outstanding classes of membership, not less than twenty percent (20%) of the incumbents on the Board shall be elected solely by the votes of owners other than the Developer.

Section IV-7. Vacancies: Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association or at a special meeting called for that purpose. The members may at any time elect Directors to fill any vacancy not filled by the Directors, and may elect the additional Directors at the meeting at which an amendment of these Bylaws is voted, authorizing an increase in the number of Directors.

If any Director tenders his resignation to the Board, the Board shall have the power to elect a successor to take office at such time as the resignation shall become effective. No reduction of the number of Directors shall have the effect of removing any Director prior to the expiration of his term of office.

Section IV-8. Removal of Directors: At any regular or special meeting of owners duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the members and a successor may then and there be elected to fill the vacancy thus created (by cumulative voting as provided in Article II, Section II-4). Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. Provided, however, unless the entire Board is removed from office by the vote of members of the Association, no individual Director shall be removed prior to the expiration of his term of office if the votes cast against removal would be sufficient to elect the Director if voted cumulatively at an election which the same total number of votes were cast and the entire number of Board members authorized at the time of the most recent election of the Director were then being elected. Thus, if the total votes cast against removal exceeds the quotient arrived by dividing the total votes cast by the total authorized number of Directors plus one, any such Director elected to office solely by the votes of members other than Developer may be removed from office prior to the expiration of his term only upon the vote of a simple majority of the total voting power of members of the Association as well as the vote of at least a simple majority of the voting power of members other than the Developer, or of each class of members if there be more than one.

Section IV-9. Organization Meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. Notice of such meeting is hereby dispensed with.

Section IV-10. Regular Meetings: Regular meetings of the Board of Directors may be held monthly, but in no event shall the Board fail to hold at least one regular meeting every four (4) months, at a time and place within the Project as shall be determined by the Directors from time to time. Notice of the time and place for regular meetings of the Board of Directors shall be posted at a prominent place or places within the common area and shall be communicated to each Director in person or by mail, telephone or telegraph not less than four (4) days prior to the time of the meeting, provided, however, that notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting. Should said meeting fall upon a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

Section IV-11. Special Meetings: Special meetings of the Board for any purpose shall be called at any time by the President, or by any two (2) Directors other than the President. Written notice of the time and place of special meetings and the nature of any special business to be considered shall be posted in the manner prescribed for notice of regular meetings and shall be sent to all Directors by first class mail not less than four (4) days prior to the scheduled time of the meeting, or such notice shall be delivered personally or by telegraph or telephone not less than forty-eight (48) hours prior to the scheduled time of the meeting; provided, however, notice of the meeting need not be given to any Director who has signed a waiver of notice or a written consent to the holding of the meeting. Regular and

special meetings of the Board of Directors shall be open to all members of the Association provided, however, that Association members who are not on the Board of Directors may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board of Directors. The Board of Directors may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. Only members of the Board shall be entitled to attend executive sessions. The nature of any and all business to be considered in executive session shall be announced in open session.

Section IV-12. Waiver of Notice: Before or at any special meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section IV-13. Board of Directors Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the

meeting from time to time. Notice of any adjournment of any Director's meeting either regular or special, to another time and place, shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of adjournment. At any rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section IV-14. Action Without Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. If the Board of Directors resolves by unanimous written consent to take action, an explanation of the action taken shall be delivered, either personally or by mail, to each member of the Association within three (3) days after the written consents of all governing body members have been obtained.

Section IV-15. Place of Board Meetings: All meetings of the Board, whether organizational, regular, or special, shall be held within the Project.

ARTICLE V

OFFICERS AND THEIR DUTIES

Section V-1. Enumeration of Officers: The Officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Vice-President, a Secretary, and a Chief Financial Officer, and such other Officers as the Board may from time to time by resolution create.

Section V-2. Election of Officers: The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section V-3. Term: The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section V-4. Special Appointments: The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section V-5. Resignation and Removal: Any Officer may be removed from office with or without cause by a majority of the Directors at the time in office. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignations shall not be necessary to make it effective.

Section V-6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section V-7. Multiple Offices: The offices of Secretary and Chief Financial Officer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section V-4 of this Article.

Section V-8. Duties: The duties of the officers are as follows:

V-8(a) President: The President shall be the Chief Executive Officer of the Association, and subject to the control of the Board, have general supervision, direction and control of the business and officers of the Association. He shall preside at all meetings of the members and at all meetings of the Board. He shall be ex-officio a member of all standing committees, and shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board or by these Bylaws. The President shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes of the Association..

V-8(b) Vice-President: In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting shall have all powers of and be subject to all restrictions upon the President. The Vice-President shall have such other powers and perform such other

duties as from time to time may be prescribed for him by the Board or by these Bylaws.

V-8(c) Secretary: The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board may order, of all meetings of Directors and members, with the time and place of holding whether regular or special and if special how authorized, the notice thereof given, the names of those present at the Directors' meetings, the number of memberships present or represented at members' meetings and the proceedings thereof.

The Secretary shall give, or cause to be given, notice of all the meetings of the members and of the Board required by these Bylaws or by law to be given, and he shall keep other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

V-8(d) Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus. The books of account shall at all times be open to inspection by any Director.

The Chief Financial Officer shall sign all checks and promissory notes of the Association and shall deposit all moneys and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. He shall disburse the funds of the Association as may be ordered

by the Board, shall render to the President and Directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section V-9. Non-Liability of Officers and Directors: No officer or Director of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association, or any member thereof, unless the same has resulted from his own willful and wanton misconduct or negligence. Every officer, Director and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including attorney fees and court costs) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceedings, investigation, or inquiry of whatever nature, in which he may be involved as a part or otherwise by reason of his having been an officer or Director or member of the Association, whether or not he continues to be such officer, Director or member of the Association, at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he is liable for willful misconduct or negligence toward the Association in the performance of his duties. The foregoing right of indemnification shall be in addition to and not in limitation of all rights, and shall inure to the benefit of the legal representatives of such person.

Section V-10. Fidelity Bonds: All officers and employees of the Association handling or responsible for any funds received or

collected by the Association, may be required to furnish adequate fidelity bonds. The premiums on said bonds shall be paid by the Association as an Association expense.

ARTICLE VI

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE VII

BOOKS AND RECORDS

Section VII-1 Members' Inspection. The original or a copy of these Bylaws as amended to date, current copy of the Declaration, the Articles, the membership register, books of account, and minutes of meetings of the members, of the Board of Directors, and of committees of the Board of Directors of the Association shall be made available for inspection and copying by any member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the Project as the Board of Directors shall prescribe.

Section VII-2 Rules for Inspection. The Board of Directors shall establish reasonable rules with respect to:

VII-2(1) Notice to be given to the custodian of the records by the member desiring to make the inspection.

VII-2(2) Hours and days of the week when such an inspection may be made.

VII-2(3) Payment of the cost of reproducing copies of documents requested by a member.

Section VII-3 Directors' Inspection. Any director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE VIII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the defaulting owner shall pay a late charge and the assessment shall bear interest from the date of delinquency as more particularly set forth in the Declaration. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

ARTICLE IX

AMENDMENTS

Section IX-1 Vote Required. These Bylaws may be amended, at a regular or special meeting of the members, by a vote or written assent of a majority of a quorum of members present in person or by proxy, representing each class of membership so long as a two (2) class voting structure remains in effect. If the two (2) class voting structure is not in effect, these Bylaws may be amended by at least a bare majority of a quorum, but no more than a bare majority of the voting power of the Association and at least a bare majority of the votes of members other than the Developer. Notwithstanding the above, the percentage of a quorum or of the voting power of the Association or of members other than the Developer necessary to amend a specific clause or provision in the Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Section IX-2 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE X

SEVERABILITY

In the case any of these Bylaws conflict with any provisions of the laws of the State of California, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect.

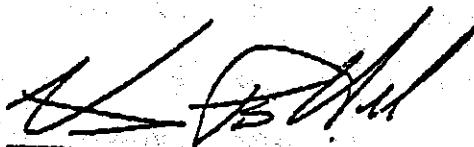
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

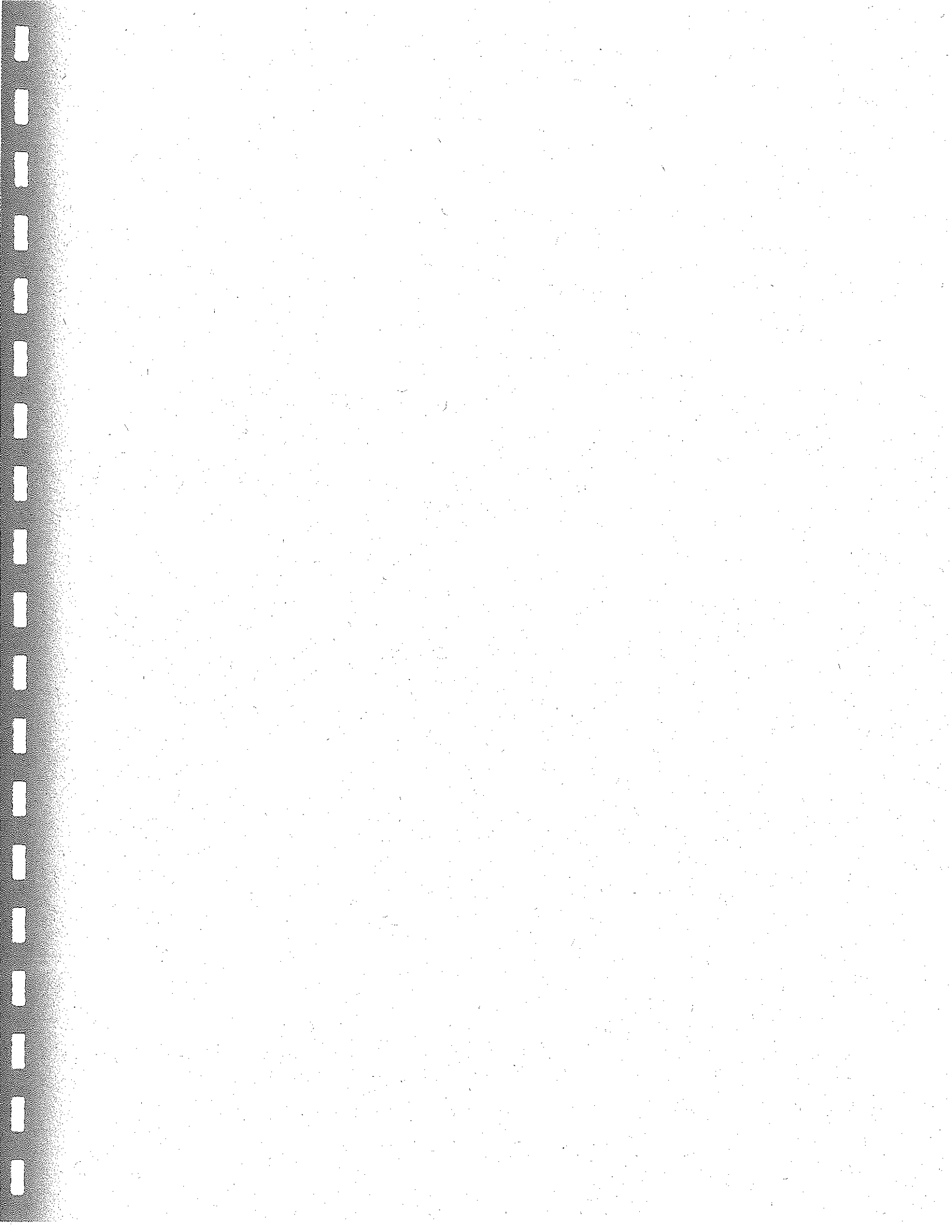
1. I am the duly elected and acting Secretary of SOLANO VERDE RANCH HOMEOWNERS ASSOCIATION, INC., a California nonprofit mutual benefit corporation; and

2. The foregoing Bylaws comprising thirty (30) pages, including this page, constitute the Bylaws of the Corporation duly adopted at the meeting of the Board of Directors thereof duly held on 10th, JULY, 1987.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10th day of JULY, 1987.



Secretary



Solano Verde Ranches

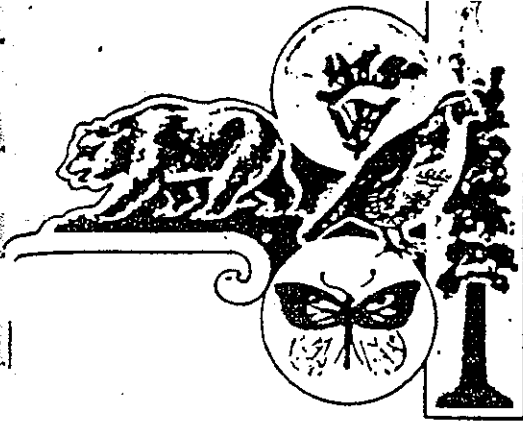
Homeowners' Association

Articles of Incorporation

**REAL Support
PROPERTY MANAGEMENT
Malibu, CA 90265**



310/457-0019



State of California

OFFICE OF THE SECRETARY OF STATE



I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

AUG 27 1981



March Fong Eu

Secretary of State

NAME CHG. TO: SOLANO VERDE RANCH HOMEOWNERS ASSOCIATION, INC.
1020795

A237550

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
SOLANO VERDE HOMEOWNERS ASSOCIATION

FILED
In the office of the Secretary of State
of the State of California

AUG 27 1981

MARSHALL T. HARRIS, Secretary of State

Deputy

The undersigned, as the Incorporator of SOLANO VERDE HOMEOWNERS ASSOCIATION, hereby certifies:

1. That he is the sole Incorporator of SOLANO VERDE HOMEOWNERS ASSOCIATION.

2. That the Corporation has not admitted any members.

3. That directors were not named in the Articles of Incorporation and have not been elected.

4. That he hereby adopts the amendments of Articles of Incorporation as set forth in Paragraphs 5, 6 and 7 of this Certificate.

5. Article I of the Articles of Incorporation shall be amended and the name of the Corporation shall be:

"SOLANO VERDE RANCH HOMEOWNERS ASSOCIATION, INC."

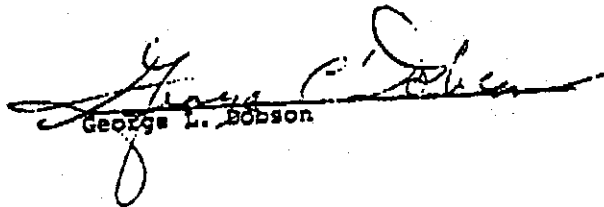
6. Article II of the Articles of Incorporation of the Corporation shall be amended to read as follows:

"This corporation is organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the Nonprofit Mutual Benefit Law. More specifically, the purposes of the corporation are the acquisition, construction,

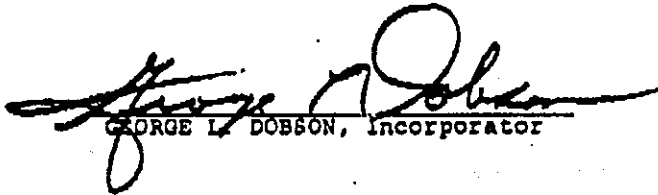
dam

10-45 MK&M 1-512-331-1029

The undersigned hereby declares under penalty of perjury that the statements contained in the foregoing Certificate of Amendment of Articles of Incorporation are true of his own knowledge and that this declaration was executed on August 25, 1981, at Westlake Village, California.


George L. Bobson

of Incorporation on March 17, 1981.


GEORGE L. DOBSON, Incorporator

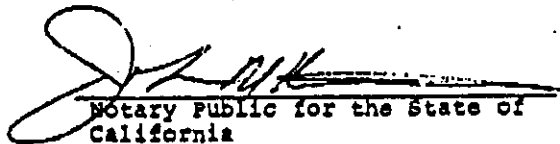
ACKNOWLEDGMENT

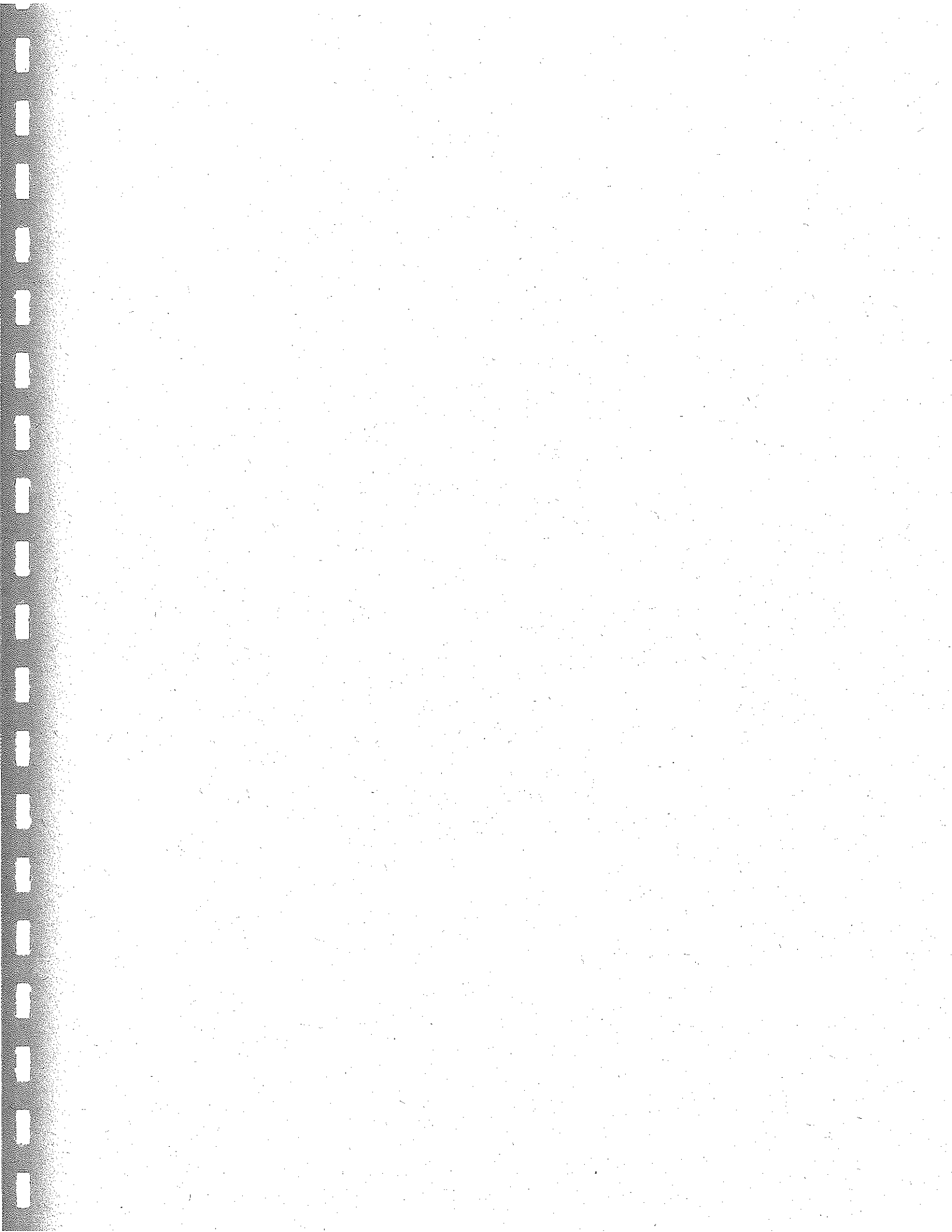
State of California)
County of Ventura)

ss

On this 17th day of March, in the year 1981, before me, John M. Mathews, a Notary Public for the State of California, personally appeared GEORGE L. DOBSON, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and acknowledged that he executed the same.

[SEAL]


Notary Public for the State of California



Solano Verde Ranches

Homeowners' Association

Residential Development Standards

**REAL SUPPORT
PROPERTY MANAGEMENT
Malibu, CA 90265**



310/457-0019

SOLANO VERDE RANCHES

RESIDENTIAL DEVELOPMENT STANDARDS

These Development Standards have been established by the Solano Verde Architectural Committee in accordance with the Declaration of Covenants, Conditions and Restrictions for Solano Verde Ranches. As these Development Standards are subject to amendment from time to time, it is the responsibility of each interested party to obtain a copy of the most recently revised version.

1. PURPOSE

It is the purpose and intent of these standards to create a harmonious and aesthetically pleasing community of high quality homes at Solano Verde Ranches. These standards have been developed to provide guidance to lot owners for the improvement of their properties and to ensure compatibility and harmony with the community and the natural environment that exists.

It is expected that the design of each residence or other improvement will be integrated with the unique features of each individual lot. All plans, specifications and construction of dwellings, outbuildings, accessory structures, garden walls and fences, patios and planters will require the services of licensed professionals.

In order to assist each owner in the environmentally sound and aesthetically compatible design of a residence, a design review process has been established as a part of these Development Standards. Since the preservation of the natural landscape and enhancement of the community at Solano Verde Ranches are of primary concern, the Architectural Committee has been charged with the responsibility of ensuring that these principles are adhered to throughout all phases of development. The Architectural Committee shall be the final authority on the suitability of the character, materials, and/or design of the submittals.

For this reason, the design review process has been established, encompassing the following phases:

1. The Preliminary Design Submittal, at which time the Architectural Committee can review conceptual plans to ensure conformance with the Development Standards before the Owner finalizes the design.
2. The Final Design Submittal, at which time the Architectural Committee can review final construction documents to confirm that they are consistent with the previously approved preliminary plans.
3. The Construction Conference, at which time the Architectural Committee can review the staking of the improvements to be made, to confirm that the location of the improvements is consistent with the approved final plans.

The Design Review Process is solely intended to enforce the Residential Development Standards and the standards contained in the Declaration of Covenants, Conditions and Restrictions for Solano Verde Ranches (the "Declaration"). This approval does not obviate the require-

ments of obtaining building permits and other permits and approvals required by the County of Ventura or any other governing agency. It shall be the sole responsibility of the owner to comply with all applicable governmental laws and regulations, including but not limited to zoning ordinances and local building codes.

These Development Standards are in addition to the Declaration and owners must also comply with all provisions in the Declaration. These Development Standards are intended to supplement the Declaration. Terms not otherwise defined herein shall have the meanings set forth in the Declaration.

To insure quality construction within Solano Verde Ranches, licensed contractors, architects or engineers, as appropriate, shall be retained and used for all new construction within the subdivision.

Every owner or other person, by submission of plans and specifications to the Architectural Committee for approval, agrees that he will not bring any action suit against the Architectural Committee, any of its members, nor the Board of Directors and the Association regarding any action taken by the Architectural Committee.

Any violation of these Development Standards shall also be deemed a violation of the Declaration, and the Architectural Committee, the Board of Directors and the Association shall have all right and remedies provided in the Declaration. Any amount payable by an owner hereunder, including, without limitation, any liquidated damages levied against an owner, shall be deemed a special assessment and shall be secured by the assessment lien created under the Declaration.

If any provision of these Development Standards, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of these Development Standards, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of these Development Standards shall be construed as if such invalid part were never included therein.

2. SITE PLANNING AND LANDSCAPE GUIDELINES

The natural landscape and the harmony and enhancement of the community at Solano Verde Ranches are important factors which shall be considered in the design of any improvements to properties within its borders. It is the intent of the following guidelines to ensure environmentally sound and aesthetically pleasing development at Solano Verde Ranches for the mutual benefit and enjoyment of all its owners.

2.1 RESIDENTIAL DEFINITION

The Primary Residence is the main residence of not less than 3500 square feet and as defined in the CC&R's and Residential Development Standards.

A Secondary Residence is a guest house, a caretaker's house, a granny flat and any other habitable structure or dwelling as defined in the CC&R's and allowed by law.

Plans shall be submitted for the Primary Residence either before or concurrently with plans for any Secondary Residence as defined above. The Architectural Committee may approve plans for a Secondary Residence either concurrently or after the approval of the Primary Residence.

Construction of the Primary Residence shall begin before the construction of the Secondary Residence. Grading and foundation slabs for the Primary Residence shall be completed before or concurrently for that of the Secondary Residence. Completion of the Primary Residence shall be accomplished concurrently with or prior to the completion of the Secondary Residence.

2.2 SITE WORK

No clear cutting of any lot will be permitted; however it is understood that selective pruning or removal of trees and shrubs will be necessary for the development of any lot. Clearing of any lot or any portion thereof shall be subject to prior review and written approval by the Architectural Committee.

Clearing for planting of an orchard shall be first approved by the Architectural Committee in writing, and the U.S. Department of Agriculture Soil Conservation Service. Evidence of service approval shall be provided to the Architectural Committee as a condition of its approval.

2.3 GRADING AND DRAINAGE

Site grading and drainage shall occur with minimum disruption to the lot, without altering natural drainage patterns as runoff leaves the lot, and without causing conditions that could lead to unnecessary soil erosion. Review and written approval by the Architectural Committee, the County of Ventura or any other governing agency, shall be required prior to any commencement of grading.

When grading for pool, tennis court, patio, driveway or anything whatsoever, excess dirt shall be dispersed according to the grading plan

or removed from the property. Excess dirt or material shall not be allowed to be piled up and stored on lot.

2.4 ACCESS DRIVES

The proposed surface and width of an access drive shall be subject to written approval by the Architectural Committee. Where access drives cross drainage ways on any lot, the owner shall provide a culvert with concrete or stone headwalls of a design subject to approval by the Architectural Committee.

A paved driveway is required prior to occupancy of a residence.

2.5 ONSITE PARKING

Each lot must have an area for at least two guest parking spaces totally behind the front setback line. Parking of motor homes, or other large recreational vehicles on any lot when in view from the common area or any other lot or residence, is limited to 72 hours in any 90 day period, and such vehicles shall not be used for on-site camping.

Long term parking over 72 hours continuously in any 90 day period, or storage of excess or unused vehicles when in view from the common area or any other lot or residence is prohibited.

2.6 UTILITIES

Utility taps have been provided for each lot at or near the front property line, and service lines shall be brought underground to the residence via the shortest route within the lot or along a driveway, provided that such routing minimally disrupts the existing landscape. All disturbed areas shall be restored to their natural condition.

2.7 FENCING AND WALLS

Site walls, fences or low landscape wall treatments (3 ft. or less in height) must appear as a visual extension of the residence, using similar materials and finishes. Site walls or fences will not be permitted in the front yard area. Low landscape wall treatments will be permitted in the front yard area if specifically deemed by the Architectural Committee to be an integral part of the design style of the residence.

All fencing along Solano Verde Drive and Coyote Canyon Drive shall be of PVC as described in the Declaration. Any repair or replacement of existing wood fencing shall be PVC or approved by the Architectural Committee.

Structural retaining walls shall not exceed eight feet in height, measured from existing natural grade, unless they are completely within the residence and are not visible from the exterior.

All walls and fences and the materials used to construct the same shall be approved by the Architectural Committee.

2.8 MAILBOXES

No mailboxes or other mail receptacles of any kind or nature shall be placed or utilized upon any lot.

2.9 LIGHTING

Only low level, low intensity accent lighting will be allowed at exterior locations in such a manner that softens the exterior character of the residence. All proposed lighting shall be subject to the prior written approval of the Architectural Committee.

2.10 SWIMMING POOLS AND SPAS

All swimming pools and spas shall be designed as a visual extension of the residence through the use of walls or courtyards. Above ground pools and spas are prohibited. All plans for pools and spas shall be submitted to the Architectural Committee for written approval prior to commencement of any construction.

2.11 TENNIS COURTS AND BASKETBALL STANDARDS

Tennis courts and wall mounted or freestanding basketball goals are allowed but shall be approved in writing prior to installation by the Architectural Committee. All tennis court fencing shall be either black or green vinyl coated chain link. Basketball goals must be located where not visible from the common area or any other lot or residence. Portable goals shall be moved out of sight after each use.

2.12 TRASH ENCLOSURE

All trash containers, cans or bins shall be obscured from view from the common area or any other residence. Trash enclosures are recommended and are considered structures subject to the written approval by the Architectural Committee prior to installation.

2.13 LANDSCAPING

The use of native and drought tolerant plant materials is encour-

aged throughout the development as well as the preservation of existing vegetation.

Prior to the installation of any landscaping, including hardscaped areas, a landscape plan shall be submitted to the Architectural Committee for their review and written approval. No construction or installation shall begin until the plan has been approved by the Architectural Committee. The plan shall include all plant materials, with sizes, sprinkling systems and hardscaped areas. The overall planting scheme should attempt to have as mature an effect as possible at the time of installation. Plant composition should employ a variety of sizes of plants when planting rather than one size.

To insure harmony along the streets of the development, landscaping in front of each individual lot will be highly scrutinized by the Architectural Committee during their review of the landscape plan. Front yard landscaping (the portion of the lot between the residence and the common area) must be completed within 6 months of occupancy.

Any tree planted in or adjacent to the Bridle Path, with the exception of the area known as the main entrance of a property, shall be a California Pepper Tree. It shall be kept trimmed as a tree versus a bush type to allow use of the bridle trail by horses.

2.14 PATIOS AND GREENHOUSES

Patio covers and greenhouses shall be of high quality materials. All plans for patio covers and greenhouses shall be submitted to the Architectural Committee for written approval prior to commencement of any construction. All covered growing areas are to be included in the definition of greenhouse.

3. ARCHITECTURAL DESIGN STANDARDS

The following architectural standards have evolved in response to aesthetic considerations at Solano Verde Ranches. It is the intent of these standards to promote architectural design compatible with the natural landscape and terrain and compatible with this geographical area.

3.1 ARCHITECTURAL STYLE AND EXTERIOR MATERIALS

Exterior materials should generally be natural materials that blend and are compatible with the native landscape. The predominant exterior materials will consist of wood, stucco, native stone, brick or flagstone. Some decorative blocks may also be used, subject to prior written approval by the Architectural Committee.

The use of metal siding, fiberglass siding, siding composition, asbestos siding, plywood siding, or artificial stone is prohibited.

Roof materials shall be compatible with the exterior wall materials and the design style of the residence, but in no case will asphalt, wood or composition shingles be permitted nor reflective roof surfaces which cause excessive glare. The predominate roof materials will consist of mission tile, flat concrete tile, slate, or aged copper.

Roofs of all secondary residences, barns and accessory buildings shall be constructed of the same material as the main residence.

3.2 SIZE

Residences must equal or exceed 3,500 square feet of living area.

3.3 PREFABRICATED BUILDINGS

No building that is constructed off-site and requires transportation to any lot, whole or in partial assembly, will be permitted; this includes mobile homes, stock modular buildings, or any other structure requiring transportation and set up in a partially completed state, with the exception of a barn. All plans for barns shall be submitted to the Architectural Committee for written approval prior to construction or installation.

3.4 HEIGHT OF STRUCTURES

Sensitivity to height, views and relationship to existing residences immediately surrounding the lot must be taken into consideration and will be considered in the review process by the Architectural Committee.

3.5 FOUNDATIONS

Foundation walls shall be finished in a material compatible with and repeated in the construction of the residence, or screened from view by backfill and landscape.

Foundation piers shall be screened from view by exterior wall materials continued to finish grade, or through the use of backfill and landscape. Where columns and piers are used, they shall be of good proportions and in keeping with the architectural design style.

3.6 EXTERIOR COLORS

The color of exterior materials shall generally be subdued to blend with the natural landscape. "Earth tones" and muted tones of grey are recommended, although accent colors which are used judiciously and

with restraint may be permitted, but will be scrutinized.

In no case will colors approaching the primary range (red, blue and yellow) be permitted, nor will drastic contrasts (light to dark) be allowed.

3.7 WINDOWS AND SKYLIGHTS

The glass of windows and skylights must not be highly reflective, nor may their frames consist of reflective material that is left unfinished. This especially applies to aluminum frames which must be anodized or finished with baked enamel.

3.8 BUILDING PROJECTIONS

All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, gutters, down spouts, utility boxes, porches, railings and exterior stairways shall match the surface color from which they project, or shall be of an approved color and material, included with final design plans.

3.9 GARAGES

An enclosed garage for each main residence is required, attached or detached, accommodating at least three automobiles. Carports are prohibited. Garages designed to accommodate large recreational vehicles or campers will be permitted but must be designed in such a way that is aesthetically pleasing and in keeping with the balance of the residence.

All secondary residences shall have an enclosed garage for not less than two cars.

In order to establish a visually attractive residential streetscape and to encourage architectural creativity, side or rear entry garages shall be required on all residences. No garage doors directly facing a residential street shall be permitted except in cases of extreme hardship as determined in the sole discretion of the Architectural Committee. Hardship shall be determined on the basis of safety, lot grade and configuration, access requirement, visibility from neighboring property and the architectural appropriateness and integrity of the proposed residence as sited on the Lot with respect to surrounding residences. In the event a hardship is determined to exist, and a front-entry garage is permitted (garage doors facing the street), the garage facade shall be stepped back or recessed from the primary face of the residence so as to diminish its prominence. The maximum number of street facing garage doors shall be three (3). In the event that a three (3) door front-entry garage is approved, the face of all three garage doors shall be single doors and shall not be on

the same plane; at least one door must be stepped back or recessed from the others and further differentiated by its roof line and treatment.

All garage doors shall have an automatic closing device actuated by remote control. Garage doors shall be sectional or roll up type only. One piece doors or tilt-up doors are not permitted.

3.10 SOLAR APPLICATIONS

Passive solar design is encouraged. Active solar applications can result in excessive glare and reflection, and can only be approved by the Architectural Committee if they are integrated into the structures or landscaping on a lot and are not visible from any other lot or the Common Roadway Easement.

3.11 SIGNS

Each parcel is permitted to have one sale sign. The dimensions being 30 inches wide by 24 inches high, with the top height maximum of 48 inches above the level of the ground. The sign shall be mounted on two 4x4 wooden posts. The sign background shall be white, with a one inch border of hunter green (like the front gate) and lettering of hunter green. The 4x4 posts shall be white.

Temporary construction signs indicating an architect or general contractor shall conform to the above standards and shall be removed when the owner has obtained a certificate of occupancy.

No other signs whatsoever shall be permitted.

3.12 CHANGES OR ADDITIONAL CONSTRUCTION

Changes or additions to the approved plans before, during, or after the construction shall first be approved by the Architectural Committee.

Any changes required or requested by the City or any other governing agency to plans and specifications that were previously approved by the Architectural Committee shall be returned to the Architectural Committee for review and written approval prior to commencement of construction.

4. DESIGN REVIEW PROCEDURES

Initial consultation with the Architectural Committee early in the design process is strongly advised to discuss concept and proposed design of the residence before detailed designs are produced.

Plans and specifications shall be submitted to the Architectural Committee in accordance with the following submittal requirements and review procedures.

4.1 DESIGN REVIEW FEE

A design review fee of \$100 will be required at the time of preliminary design submittal and again at the final design submittal. These fees will cover the preliminary design review and the final design review by the Architectural Committee or a licensed architect appointed to act as the Architectural Committee. These fees may be increased due to complexity of design or abnormal amounts of time required of the Architectural Committee by the owner, his designer or his contractor, and shall be at the sole discretion of the Architectural Committee. Additional review fees may be assessed if additional submittals are required by the Architectural Review Committee due to major changes required in the design.

4.2 PRELIMINARY DESIGN SUBMITTAL

When the preliminary design is complete, 2 sets of plans shall be submitted and shall include all of the following exhibits. No review will commence until the submittal is complete.

1. Site Plan (scale 1" = 20' or larger) showing the entire property; all structures, driveway, parking areas, patios and/or decks, fences; existing and proposed topography at 2' contour intervals; proposed finish floor elevations; major terrain features; location of existing trees to remain and those to be removed; edge of pavement and utility locations.
2. Floor Plans (scale 1/8" = 1'-0" or larger) showing proposed finish floor elevations.
3. All Exterior Elevations (scale 1/8" = 1'-0" or larger) showing both existing and proposed grade lines, finish floor elevations, ridge heights and exterior materials.
4. Building & Site Section (scale 1/8" = 1'-0") showing the residence and its relationship to the existing and finish grades and to the street.
5. A design review fee of \$100 per lot.

4.3 PRELIMINARY DESIGN REVIEW

The Architectural Committee will review the plans and respond in writing within 10 days after the review, but no later than 29 days after a

complete submittal is received.

Results of reviews will not be discussed over the telephone by members of the Architectural Committee with an owner or his architect or builder. An owner, architect or builder shall have the right to attend any meeting of the Architectural Committee with prior notification.

Any response an owner may wish to make regarding the results of a design review must be addressed to the Architectural Committee in writing.

4.4 FINAL DESIGN SUBMITTAL

After preliminary approval is obtained from the Architectural Committee, 2 sets of the following documents are to be submitted for final review. No review will commence until the submittal is complete.

1. Approved preliminary design submittal.
2. Site Plan (scale 1" = 20'-0" or larger) showing the entire property; location of all structures, driveway, parking areas, patios and/or decks, fences; existing and proposed topography at 2' contour intervals; proposed finish floor elevations; major terrain features; location of existing trees to remain and those to be removed; edge of pavement and utility locations.
3. Floor plans (scale 1/4" = 1'-0") showing finish floor elevations.
4. Roof plan (scale 1/8" = 1'-0" or larger) showing all roof pitches and materials.
5. Building section (scale 1/4" = 1'-0" or larger) indicating existing and proposed grade lines.
6. All exterior elevations (scale 1/4" = 1'-0") showing existing and proposed grade lines, ridge heights, roof pitches, exterior materials and colors.
7. Paint chips and literature as requested by the Architectural Committee depicting or describing exterior materials.
8. Construction schedule.
9. On-site staking of all building corners and other improvements.
10. A final design review fee of \$100.

4.5 SITE INSPECTION

As soon as the submission of final plans is complete, a representative of the Architectural Committee will inspect the lot to determine that the conditions as depicted in the final submittal are accurate and complete.

4.6 FINAL DESIGN REVIEW

The Architectural Committee will review the plans and respond in writing within 10 days after the review, but no later than 29 days after a complete submittal is received.

Results of the review will not be discussed over the telephone by members of the Architectural Committee with an owner or his architect or builder. An owner, architect or builder shall have the right to attend any meeting of the Architectural Committee with prior notification.

Any response an owner may wish to make regarding the results of a design review must be addressed to the Architectural Committee in writing.

4.7 RESUBMITTAL OF PLANS

In the event of any disapproval by the Architectural Committee of either a Preliminary or a Final Submittal, a resubmittal may be required and should follow the same procedure as an original submittal. An additional design review fee may be required for each submittal.

4.8 CONSTRUCTION CONFERENCE

Prior to any excavation, the owner or his representative and the contractor shall meet with a representative of the Architectural Committee at the site, to review the location of all structures and trees and vegetation that are to be removed. Prior to the meeting, the contractor shall stake the structures as the site plan indicates, establish a bench mark, establish finish floor elevation(s) and tag all trees outside the building footprint that are to be removed.

The Architectural Committee representative will review these items to determine their conformance with the approved Final Design Submittal and may require adjustments to be made due to existing conditions on the Lot.

4.9 COMMENCEMENT OF CONSTRUCTION

Upon receipt of final approval from the Architectural Committee, and having satisfied all review and permit processes, the owner may com-

mence the construction. In the event construction does not commence within 1 year of final approval of plans, owner must resubmit plans and pay additional design review fees. Commencement of construction to be the digging of footings.

The owner shall complete the construction of any improvements on his lot within one year after commencing construction thereof unless written approval is granted by the Architectural Committee.

It is the responsibility of each owner to insure that qualified personnel have been hired to perform all of the construction activity.

4.10 INSPECTIONS OF WORK IN PROGRESS

The Architectural Committee may, at any time, inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the Architectural Committee of work in progress or compliance with these Development Standards.

4.11 SUBSEQUENT CHANGES

Additional construction or other improvements to a residence or lot, or changes during construction or after completion of an approved structure, shall be submitted to the Architectural Committee for written approval prior to making such changes or additions.

4.12 NONWAIVER

The approval by the Architectural Committee of any plans, drawings, or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any of the Development Standards shall not constitute a waiver of same.

4.13 RIGHT OF WAIVER

The Architectural Committee reserves the right to waive or vary any of the Development Standards and any procedures set forth herein at its discretion, for good cause shown. Any request for a waiver or variance from the Development Standards by an owner shall be in writing and subject to review by the Board of Directors. The Architectural Committee has the right to amend the Development Standards, but in no way to diminish them. Amendment shall be by unanimous vote by the Architectural Committee.

5. CONSTRUCTION REGULATIONS

In order to ensure that the natural landscape of each lot is preserved and the nuisances inherent in any construction process are kept to a minimum, the following regulations shall be enforced during the construction period of all improvements at Solano Verde Ranches.

Any violation of these regulations by an owner's agent, representative, builder, contractor or subcontractor shall be deemed a violation by the owner.

5.1 CONSTRUCTION TRAILERS

Upon commencement of construction, a construction trailer or portable field office may be located on the building site. The type, size and color of any portable office must be approved by the Architectural Committee, when in view from the common area or any other residence. A construction trailer may not remain on a site after completion of construction, and in no case shall exceed one year. A permit for the construction trailer or portable field office shall be obtained from the County of Ventura.

5.2 TRASH RECEPTACLES AND DEBRIS REMOVAL

Owners and builders shall clean up all trash and debris at the end of each day. An approved trash or recycling receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging.

Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the lot.

Heavy debris, such as broken stone, wood scrap, or the like shall be piled as opposed to scattered and be removed from the site immediately upon completion of the work of each trade that has generated the debris.

Concrete trucks may be washed out only in areas approved by the Architectural Committee.

Any trees or branches removed during construction shall be promptly cleaned up and removed from the construction site.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, or affecting other lots. Any cleanup costs incurred by the Architectural Committee or the Association in enforcing these require-

ments shall be payable by the owner. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from the Common Roadway Easement.

5.3 SANITARY FACILITIES

Each owner or builder shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets shall be located on the lot at a location approved in advance by the Architectural Committee.

5.4 CONSTRUCTION ACCESS

The approved access drive shall be the only construction access to any lot.

5.5 VEHICLES AND PARKING AREAS

Construction crews shall not park on, or otherwise use, undeveloped portions of lots. All construction vehicles shall be parked within the Building area or on the access drive.

5.6 CONSERVATION OF NATIVE LANDSCAPE

Protected trees that will not be moved shall be marked and protected by flagging and fencing or other suitable barriers. The Architectural Committee shall have the right to flag major terrain features or plants which are to be fenced for protection.

5.7 DUST AND NOISE CONTROL

The owner, directly or through a contractor, shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from the Common Roadway Easement that is the result of construction activity on the site and the owner shall insure that the contractor undertakes such responsibilities.

The playing of radios or use of other audio equipment in a manner disturbing to other owners in Solano Verde Ranches by construction crews during the improvement of any lot is prohibited.

5.8 MATERIAL DELIVERIES

All building materials, equipment and machinery required to construct a residence on any lot at Solano Verde Ranches, shall be delivered to and remain within the building area of each lot. This includes all build-

Approved barriers, lights, signs and other safeguards shall be erected, furnished and maintained. Adequate warning shall be given to everyone on or near the site of dangerous conditions during the work.