

BUILDING

GUIDE

GEORGE RANCH

ARCHITECTURAL CONTROL COMMITTEE

GEORGE RANCH ARCHITECTURAL CONTROL COMMITTEE
BUILDING INFORMATION SUPPLIED PER CLAUSE 5.3(c)(1) OF CC&Rs
TO LOTOWNERS/HOMEOWNERS AND ARCHITECTS

1. George Ranch Design Rules (Revised August 1997) – 11 pages
2. George Ranch Architectural Control Committee Approval Procedures – 4 pages with 2 addendum pages
3. George Ranch Vineyard Policy – 1 page
4. George Ranch Building Checklist – 2 pages
5. George Ranch Association Rules Governing Construction and Maintenance Work By Members and Their Contractors or Employees – 1 page
6. CC&R Section 5.2 Residential Lots: Uses and Restrictions - 6 pages; covers acceptable uses, signage, parking vehicles, trash, solar panels, etc.
7. CC&R Section 5.3 Residential Lots: Construction and Alteration of Improvements; Evacuations; Etc. - 6 pages; requirement for prior ACC approval, requirement to restore lot if in violation, procedures for ACC and Owner, standards and restrictions, etc.
8. CC&R Section 6.1-6.18 Architectural Control Committee - 7 pages; structure of ACC, functions, plan review, plan requirements, review standards, time limit, design rules, failure to remedy non-compliance, etc.

ADMINISTRATION AND INTERPRETATION OF DESIGN RULES

Authorization: Section 6.1 (b) CC&Rs (p.55) requires the Architectural Control Committee (ACC) to “adopt rules and regulations....interpreting or implementing the provisions of the Declaration pertaining to the design of buildings and other improvements...” “A copy of the George Ranch Design Rules as from time to time adopted amended or repealed....shall be mailed or delivered to all Owners as modified...”

ACC Functions: “To consider and approve, approve with modifications, or disapprove any plans, specifications, or other material.... for the erection, construction, installation, alteration, placement or maintenance of any buildings or other improvements (including all improvements listed in these Design Rules), for the alteration or remodeling or construction of additions to existing structures...” An Owner may not create any excavation or fill, make any change in the natural or surface drainage, or install any utility line, or destroy or remove any tree, prune any tree in such a way as to increase the visibility of a structure from Neighboring Property, or add specified landscaping without approval by the ACC. (CC&Rs p.36 5.3, p.53 6.5) If the ACC finds “that the proposed work would, for any reason whatsoever...be incompatible with the George Ranch, then the ACC shall not approve the plans...” (CC&Rs p.39 (e))

Relation to CC&R's: The Covenants, Conditions and Restrictions (CC&Rs) of the George Ranch (amended 1995), contain Land Classifications, Use and Restrictions Covenants (Article V) and create an Architectural Control Committee(Article VI). The Design Rules may establish additional requirements, but may not conflict with the CC&Rs. The Design Rules are intended to include provisions of the CC&Rs pertinent to ACC review of proposed improvements. Relevant CC&Rs sections are cited following each rule.

ACC procedures not included here: A separate document, *ACC Approval Procedures* describes materials to be submitted for approval and procedures for ACC review.

Purposes of Design Rules: 1) Formulate and maintain quality standards for improvements affecting community appearance. 2) Ensure compatibility of development with existing community character. 3) Protect and enhance real estate values.

Interpretation: In this document “shall” is to be considered mandatory. Statements using “should” are recommendations that may or may not be appropriate for all sites and projects. Variances to mandatory requirements of the Design Rules may be granted by the ACC if (a) it finds that site or project conditions make application of a rule as stated inappropriate or an unreasonable hardship and (b) no conflict with the CC&Rs would result. Application of recommendations in this document may be negotiated between an applicant and the ACC, but in order to approve a project the ACC must find that, taken as a whole, it will be consistent with the intent of the rules and recommendations.

Status of pre-existing approvals: Improvements approved by the ACC prior to distribution of these revised Design Rules may be maintained or constructed consistent with the conditions of approval.



GEORGE RANCH DESIGN RULES

Revised, August 1997

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Appeal of ACC decision: An applicant may appeal a decision of the ACC to the George Ranch Association Board of Directors. The Board may affirm, modify, or reverse a decision of the ACC, provided that such decision is consistent with the CC&Rs and findings warranting a variance are specified in the minutes. (CC&Rs p.52 6.5)

Definitions: Where terms used are defined on pp 3-8 of the CC&Rs their meaning is the same. Such terms are identified by initial caps. Example: "Visible from Neighboring Property shall mean, with respect to any given object or activity, that such object or activity is or would be in any line of sight originating from any point six feet above any other lot or Common Area"

DESIGN RULES

Items are listed alphabetically with cross references.

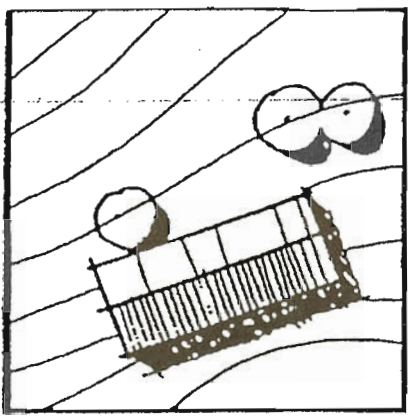
Accessory Structures: The floor area of an accessory habitable structure shall not exceed 35% of main structure floor area, and in no case exceed 1,000 square feet. All accessory structures, including barns, stables, sheds, and detached garages shall be within the building envelope or at another location approved by the ACC. Accessory structures outside a building envelope should not be visible from Common Areas. On sites where concealment by natural landforms or existing vegetation is not feasible, screening with indigenous trees and plants may be required. An accessory structure outside a building envelope should not be less than 50 feet from a property line.

Architectural character: Concealment of man-made structures is a primary objective of the building envelopes and the tree pruning guidelines. With four-fifths of the lots developed, the rural character, low key architecture, high quality materials, and appropriate scale of George Ranch homes is well established. George Ranch homes are large, but not very large. On most of the remaining lots very large houses would be Visible from Neighboring Property and would be incompatible with the prevailing scale. (CC&Rs p.39(e) p.54 6.8) (See also Building form and massing.)

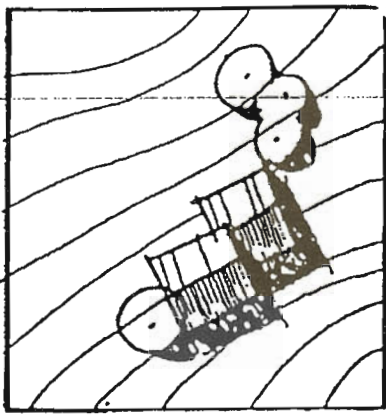
Antennas; satellite dishes: Should not be Visible from Neighboring Property. Satellite dishes larger than 24" diameter shall not be Visible from Neighboring Property. (CC&Rs p.35(u))

Building envelopes: All structures on a residential lot should be within the building envelope designated on the recorded subdivision map. The ACC may approve exceptions or revision of an envelope. Driveways, landscape structures, fences and walls, and accessory structures such as barns, stables, and storage sheds may be approved at locations outside a building envelope. The envelopes are intended to implement the sometimes conflicting objectives of concealing structures (limiting Visibility from Neighboring Property) and ensuring the long term survival of native trees. The ACC will recommend adjustment or concur with a request to adjust building envelope boundaries where the change would further these objectives. (CC&Rs p.41 (aa))

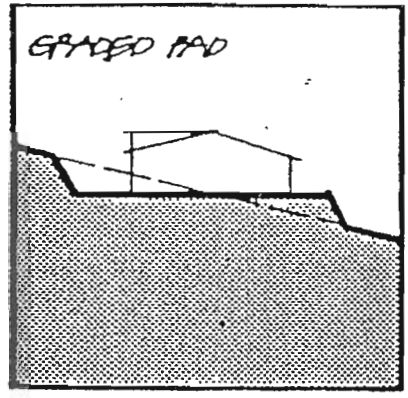
Building form and massing: Residences, garages, barns and similar structures should be designed to have the minimum apparent bulk Visible from Neighboring Property. Depending on the site this may require split floor levels and/or varied facade planes and roof planes. Long uninterrupted exterior walls shall be avoided on all structures. Screening with indigenous trees and plants may be required. (CC&Rs p.54 6.8) (See also Architectural character)



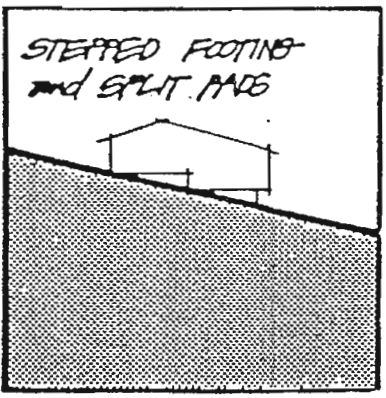
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Clotheslines and clutter: Clotheslines shall not be Visible from Neighboring Property. (CC&Rs p.35 (p)) Brightly colored tarps (blue etc.), refuse, and refuse containers should not be Visible from Neighboring Property.

Colors; finish materials: Predominant colors, including roof colors, shall be sufficiently subtle to avoid calling attention to a structure. Medium and darker earthtones and indigenous vegetation colors are encouraged. ACC approval is required for all exterior colors except refinishing with a previously approved color. (CC&Rs p.53 6.7, p.54 6.8) Highly reflective materials or finishes will not be approved. Materials such as vinyl or plywood siding are inappropriate for homes, but plywood may be approved for storage structures.

Common Area: Association Roads, with certain exceptions, are in the center of a 50 foot strip of land owned by the Association as Common Area. Thus the boundary of a lot normally is 25

feet from the center of the paved road. No improvements other than necessary driveways shall be constructed within Common Area except by the Association. No excavation or fill is permitted, no walls or fences may be built, and no trees, shrubs, or other vegetation may be removed or planted. (CC&Rs p.49 5.7 and 5.7(a))

Driveways: Surfacing shall be asphalt, concrete, or similar durable material within 20 feet of the paved edge of a Common Area road to prevent wear of the road edge and tracking of gravel. Where concrete is used it shall be darkened to reduce glare and the appearance of white or light gray. Drainage pipes shall not be exposed. To avoid confusion the scale and character of a driveway should differentiate it from a Common Area Road. (See also Common Area)

Fencing: Fences on Residential Lots shall not enclose more area than is necessary for livestock or to protect landscaping from deer damage and may not be located in Common Area. Fence posts should be wood finished with preservative or stain that minimizes prominence. Fences Visible from Neighboring Property should be simple and open and should not attract attention or obstruct views. Fence wire should be the lightest gauge and most open mesh that will serve the purpose. Chicken wire is not permitted. The ACC may approve heights to 8 feet for deer fences. (CC&Rs p.42 (hh)) (See also Rock walls, Common Area)

Fire hazardous materials: Maintain cut grass and remove accumulations of woodland fuel within 30 feet of structures and 15 feet of driveways.(CC&Rs p.35 (v))

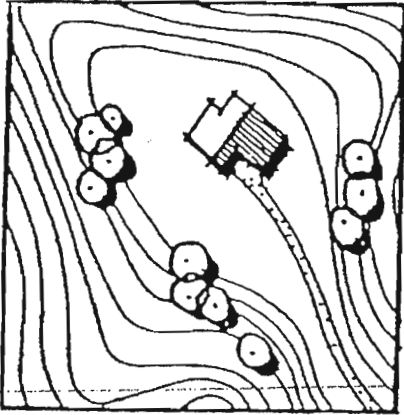
The following information will guide ACC approvals of tree pruning and removal requests and will be incorporated, possibly with changes, in a Fuel Modification Plan to be prepared as required by CC&Rs p.55 (b): Use of highly flammable trees and shrubs such as pines, junipers, and eucalyptus should be avoided. Any portion of a tree within 10 feet of the outlet of a chimney should be removed. Within 30 feet of a structure (50 feet or more on a steep downslope) bay tree crowns should not be closer than 20 feet to another bay crown, an oak crown, or a house. Tree foliage less than six feet above grade within 30 feet of a structure should be removed.

Wood decks above downslopes should have the space under the deck enclosed using fire resistant material to protect against a wildfire moving up the slope.

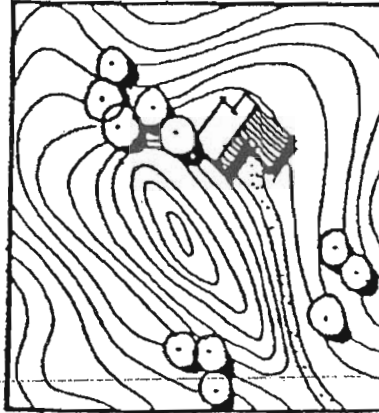
Fuel or water tanks: Fuel and water tanks on Residential Lots shall not be Visible from Neighboring Property. Screening shall be by a berm, rock wall, closely spaced wood lattice, solid siding, or appropriate landscaping. (CC&Rs p.42 (ee))

Grading and drainage: Grading is defined (CC&Rs p.5) as excavation to remove material more than 12" below the natural surface or fill that adds more than 12" of material above the natural surface. Grading and drainage shall be as prescribed in a soils report which may be in preliminary form at the point of ACC review.

Grading should be minimal and should permit a completed project to appear as having made only minor modifications to the natural terrain. To the extent feasible, homes should fit the slope rather than sit on a created pad.

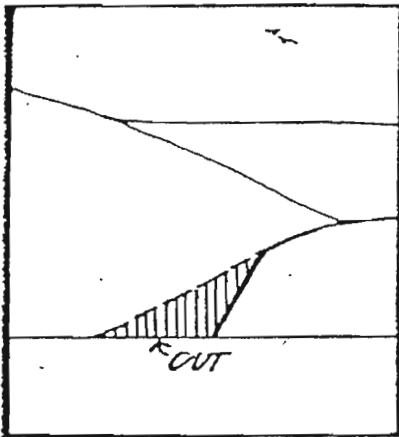


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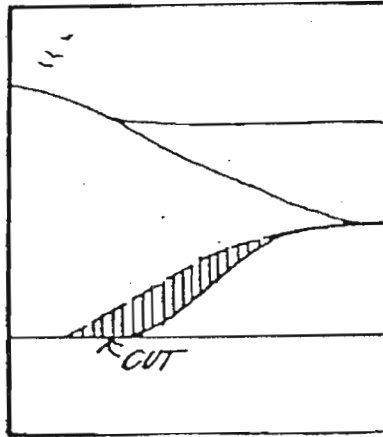


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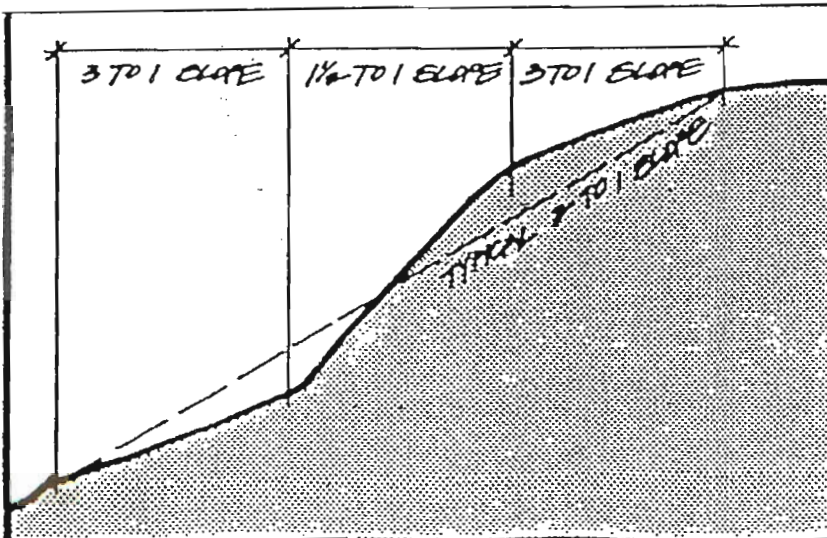
Finished slopes shall not exceed an overall rise of 1 foot per 2 feet of run (2 to 1). Rounded transitions shall be provided at the head and toe of each slope to blend with the natural terrain. To accomplish this within a 2 to 1 overall slope, portions of a cut slope may be 1 1/2 to 1. Stone riprap may be used on steeper slopes as supported by engineering analysis.



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Excavated material shall be removed from the site or placed as shown on a plan prepared by a soils engineer and approved by the ACC.

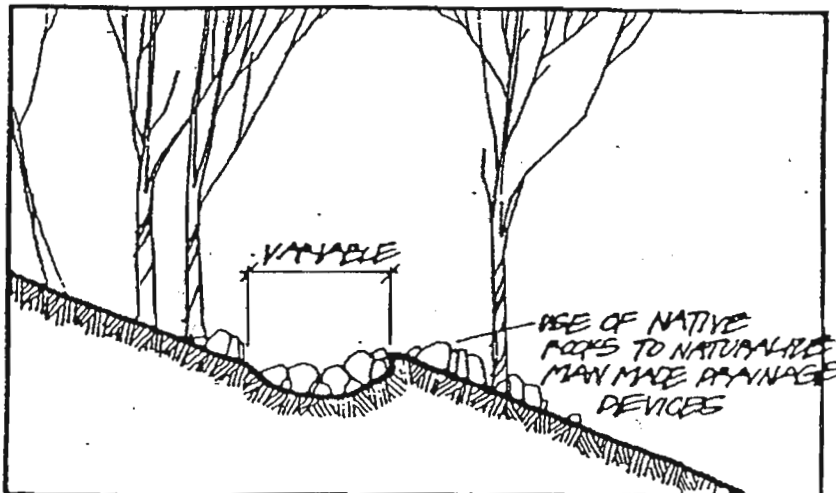
All areas disturbed by grading or other construction activity and fill material placed on site shall be planted.

Tree pruning or removal necessary to permit movement of construction equipment and construction shall be performed under the direction of a certified arborist prior to commencement of grading for a septic system or any other structure.

Grading should be avoided within the dripline of any tree to remain. All trees to remain shall be protected during construction by temporary fences, preferably 10 feet outside the dripline, but no closer to the tree than the dripline. Utility trenches should be outside the dripline where feasible and should consolidate utilities to the extent feasible. Trenches should be excavated by hand in areas with roots larger than one inch diameter. Tunnel under woody roots larger than 2 inches diameter. If roots must be cut, use a hand saw and make clean cuts. Backhoes or other heavy equipment may not be used to cut tree roots. If roots are cut they should be kept moist by mulching and regular irrigation during construction to encourage root regeneration.

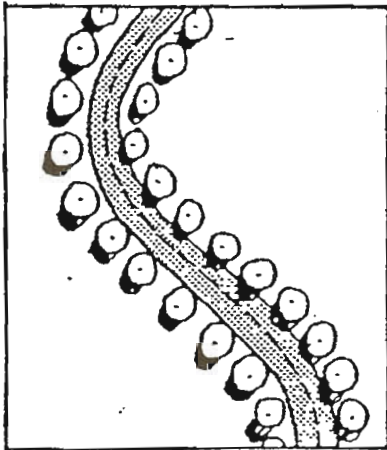
Natural drainages are to be retained and used. Drainage shall be designed to avoid increasing the rate of flow of existing waterways, carrying eroded material into waterways, or relocating flows on neighboring property. (See also Common Area)

Drainage swales should be designed to avoid an engineered appearance. Visible portions should have rock riprap surface as opposed to gunitite or soil cement. Bridges are encouraged at driveway or path crossings; corrugated pipe should not be visible.

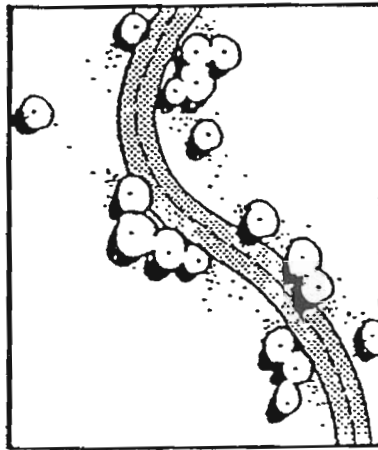


Height: Maximum overall building height shall be 26 feet, at any point measured vertically above natural grade. Chimneys only (not other architectural features) may extend 2 feet above maximum roof height. A height variance may be approved if the conditions prescribed under *Interpretation* are met and if the additional height would not be Visible from Neighboring Property.

Landscaping: The landscape concept for the George Ranch is to maintain the visual primacy of the native woodland as seen from Neighboring Properties, thereby preserving a rural look. To sustain this concept ACC review is required for landscaping (both plants and structures) that is not within a building envelope but is within 100 feet of the centerline of a Common Area Road. Such landscaping should have an informal character. Plant materials should be indigenous or of similar character.



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Lighting: Exterior light sources (bulbs or frosted diffusers) shall not be Visible from Neighboring Property. This requires most exterior lighting to be indirect. (CC&Rs p.42 (gg))

Parking: Each residence shall provide at least two parking spaces in a garage (not a carport) plus one visitor space on the lot for each 1,000 square feet of enclosed living area. Parking areas for vehicles not parked in a garage, including vehicles belonging to care givers and service providers, should be located to minimize Visibility from Neighboring Property to the extent feasible. No vehicle stored on a Residential Lot for more than 24 hours shall be Visible from Neighboring Property. The ACC does not enforce this requirement as it applies to guest parking. (CC&Rs p.42 (dd) (i), CC&Rs p.34 (l)) (See also Temporary structures; mobile homes, etc.)

Ridgelines: Where a proposed structure within a building envelope and consistent with other provisions of the CC&Rs and the Design Rules would impact the natural silhouette of a ridgeline as seen from Common Area, the ACC may require mitigation to preserve views of the natural ridgeline if it finds such mitigation consistent with the applicant's right to use and enjoy the property.

Rock walls: Rock should be similar to indigenous material; mortarless walls are preferred. Height shall not exceed 3 feet 6 inches except where necessary to screen a fuel tank. Privately constructed walls shall not be built in Common Area. To maintain tree health rocks should not abut tree trunks. (See also Common Area)

Roofs: Slopes shall not be less 3 in 12 (3" rise for each 12" run). Shed roofs shall slope in the same direction as a slope on which a structure is located. Roof colors and materials should

have low brightness and reflectivity. (See also Colors, finish materials)

Scenic Easement: Structures shall use natural landforms and existing vegetation to screen them from view. In the event that compliance with this standard would make a parcel unbuildable, structures shall be sited where minimum visual impacts would result. On exposed sites, screening with fire resistant indigenous plants or plants of similar character may be required. (CC&Rs p.7)

Signs: Standard reflective George Ranch green address signs are the only identification to be displayed on residential lots. More than one address sign may be used where needed. Address signs may be in Common Area or within a lot on a short stake or may be mounted on a wall or fence.

A sign of customary dimensions and message advertising a property for sale may be displayed on the lot for sale or in adjoining Common Area. During construction one job identification sign not to exceed 6 square feet may be displayed.

All directional and hazard signs within Common Area shall be subject to ACC approval. Consistent design and placement of signs shall be used throughout the George Ranch to facilitate comprehension and to enhance community identity.

Solar collectors: Solar collectors shall not be Visible from Neighboring Property. (CC&Rs p.36 (w))

Temporary structures; mobile homes, etc.: No house trailer, mobile home, tent, or similar structure may be placed on any Residential Lot, provided that this restriction shall not apply to construction shelters used exclusively in connection with construction and not used for overnight residence (CC&Rs p.34 k), or to tents for parties or play not erected for more than seven consecutive days.

No trailer, boat truck, camper, or vehicle of any kind shall be maintained on any Residential Lot for any period exceeding 24 hours unless it shall not be Visible from Neighboring Property. The ACC does not enforce this requirement as it applies to automobiles of guests. (CC&Rs p.34 (l)) (See also Parking)

Tennis courts: Tennis courts should not be Visible from Neighboring Property. Metal fencing shall be green or black plastic coated mesh. Lighting shall not be permitted.

Tree removal and pruning: See Tree Removal and Pruning Guidelines pages 10 and 11. (See also Grading and Drainage and Fire hazardous materials)

Utilities: Electric meters shall not be Visible from Neighboring Property; power lines and telephone lines shall be underground. Private water wells may be approved only on Agricultural Lots. Water storage ponds require ACC approval. (CC&Rs p.42 (ff)) (See also Antennas; satellite dishes).

GEORGE RANCH ARCHITECTURAL CONTROL COMMITTEE (ACC)

TREE REMOVAL AND PRUNING GUIDELINES

PURPOSE: In accord with the CC&Rs and the Design Rules the Tree Guidelines are intended to preserve the woodland and maintain concealment of structures.

TREE WORK REQUIRING ACC APPROVAL: Article 5.2(i) of the CC&R's prohibits removal, damage, or destruction of any tree exceeding 6" caliper 1' above ground without prior written approval of the ACC. Trimming is regulated only for a tree of this size and only where removal of branches of any size (dead wood excepted) would increase the visibility of a structure from Neighboring Property (a lot or Common Area).

Typically there are three situations in which proposed tree work requires ACC consultation:

1. Removal and trimming for new construction. ACC approval should be sought at the preliminary planning stage.
2. Removal or trimming to correct a hazardous condition for persons, property, or trees. The ACC will respond promptly in emergencies.
3. Maintenance trimming to retain sunlight and vistas or to enhance tree health. The ACC may approve conditions to be maintained, thereby avoiding the need for subsequent approval of consistent work.

ACC Procedure: To make informed decisions that balance the interests of applicants and the Association membership as a whole, the ACC will proceed as follows:

Emergency: In response to a verbal or written request by a property owner ACC members will visit the site of proposed tree work. If a hazardous condition requiring immediate attention is evident, verbal approval for trimming or removal will be given with written approval to follow.

Normal Conditions: If the ACC concludes following site inspection that removal proposed is necessary for the safety and health of trees, persons, or property or for the reasonable use of property or the trimming proposed is not likely to have significant adverse effect on the health of the tree(s) or visibility of a structure from Neighboring Property, it will approve the work in writing and will recommend following the *Tree Pruning Guidelines* of the International Society of Arboriculture I (hereinafter ISA Pruning Guidelines; current edition will be furnished) and such other conditions as may be appropriate.

Expert Advice Needed: Only where inspection does not provide the ACC with sufficient information to act on an applicant's request an arborist's report to be prepared at the applicant's cost by the Association's Certified Arborist or a Certified Arborist selected by the applicant may be recommended. Where relevant to the request the report should contain the following.

a. Description of work requested by the applicant and results applicant hopes to achieve, with map or sketch if appropriate.

b. Description of effect, if any, on tree health, structures, drainage, grading affecting trees, and hazards to persons, property including other trees.

The ACC will review the Arborist's report and will approve, conditionally approve, or deny the request in writing. Approved work should be in accord with the ISA Pruning Guidelines and should be done under the supervision of a Certified Arborist.

Applicant is to notify the ACC when all work, including debris removal, is complete and ready for inspection.

TREE MANAGEMENT GUIDELINES: The ACC works from the following guidelines, but recognizes that ironclad rules will not fit all cases.

Pruning stimulates new growth at the expense of stored food. Trees that are aging, stressed, or living under difficult conditions may go into decline following heavy or improper pruning.

A desire for sweeping views that would result in trimming trees so as to expose a house in a tree-screened building envelope is not in the Association's interest.

Hazards, particularly fire hazards, are a major concern. The ACC will apply best current practices to minimize fire hazard without sacrificing the character of the George Ranch.

Approved by the Board of Directors, George Ranch Community Association, March 16, 1996.

GEORGE RANCH ARCHITECTURAL CONTROL COMMITTEE (ACC)

APPROVAL PROCEDURES (Revised, August 1997)

Determine which category fits your project: Improvements requiring approval by the ACC are processed under one of five categories (A - E beginning on next page), each with requirements appropriate to the complexity of the project.

Read applicable CC&Rs and Design Rules: Owners have received the following documents (These may be copied or the Association will provide copies upon payment of a fee.):

- 1.. George Ranch Covenants, Conditions, and Restrictions (CC&Rs)
- 2.. ACC Design Rules
- 3.. ACC Procedures (this document)
- 4.. Performance Agreement (being revised)
- 5.. Rules for Builders

How to reach the ACC: Information for approval of a proposed improvement should be submitted to the Chair of the ACC at his or her home address. Do not mail to 20000 Elderberry. ACC members are available for phone or on-site discussion of proposed projects prior to formal submittal.

Requests and approvals in writing: Formal requests for approval must be in writing (except for tree removal and pruning) and all ACC approvals will be in writing. ACC decisions are made following discussion among the members; do not expect to receive verbal approval during a site visit.

ACC site visits: ACC members will visit the site of a project during the approval process, during construction, and upon completion. An effort will be made to make visits at times convenient for the owner if the owner wishes to be present. If ACC members need to visit on short notice we will try to phone the owner.

Time limits: The ACC must approve, conditionally approve, or reject an application within 45 days from receipt of the required documents or the application shall be deemed approved. (CC&Rs p 39 (d) (2) and (e)) Construction must commence within two years following approval unless an extension has been granted prior to expiration of the two year period. (CC&Rs p 40 (h)) Exterior construction shall be completed within two years after commencement. (CC&Rs p.40 (l)) Within 60 days of notification of completion of a project, (and receipt of a copy of the Final Inspection form if a building permit is required) the ACC may inspect the work to determine whether it was performed in substantial compliance with the approval. (CC&Rs p.41 (j))

Plan check fees: The ACC may require payment of fees to defray the cost of professional assistance to determine whether plans submitted for approval are consistent with the requirements of the CC&Rs and the Design Rules. The applicant will be notified in advance of a decision to retain such assistance and the fees shall not exceed \$500. (CC&Rs p. 55 6.10, p. 56 6.13)

Please insert the this page following page 1 of **APPROVAL PROCEDURES** (Revised, August 1997) which was distributed with **GEORGE RANCH DESIGN RULES**

Replace **Plan check fees** (p. 1 of August 1997 **APPROVAL PROCEDURES**) with the following:

Plan check fees: When plans are submitted for ACC review the applicant shall deposit to the George Ranch Association \$1,000 or such lesser amount as the ACC believes may be needed given the complexity of the proposed project and the expertise required to review it. These funds may be used to engage the services of an architect or other specialist as necessary to advise the ACC as to whether the plans and specifications are consistent with the CC&Rs and the Design Rules. Total charges against the deposit shall not exceed \$500 without advance notice to the applicant. Any amount deposited and not spent by the Association shall be refunded at such time as the project is no longer subject to changes that may require professional review. (Effective September 26, 1998)

This change is consistent with CC&Rs sections 6.10 and 6.13.

Performance bond and Performance Agreement: Projects in Category B must post a \$5,000 Performance Bond and Security Deposit and a Performance Agreement must be executed before ground breaking. Check is to be made payable to the George Ranch Community Association. When the project is completed in compliance with the approval, the Performance bond will be returned with interest. Projects in Category C may require a \$5,000 bond and a Performance Agreement, a bond of lesser amount, or no bond as determined by the ACC applying the criteria listed under Category C, 3.

PROCESSING CATEGORIES

Category A: Relocation of or adjustment to building envelope

1. Owner to discuss with ACC
2. Owner to mark approximate boundary of proposed envelope using stakes and tape.
3. Owner to provide two copies of survey map at 1"=20' or larger showing location of envelope and topography and tree sizes and locations within and in the immediate vicinity of the proposed envelope. The ACC may require the proposed house footprint to be indicated and a preliminary grading plan if necessary to evaluate the impact of envelope relocation on tree preservation. The ACC may notify owners of nearby or adjoining property a proposed relocation if, in its judgment, it may result in a significant impact on their property.
4. Upon approval the ACC will return one copy of the map of the proposed relocation to the owner stamped "approved" for submittal to Sonoma County.
5. Owner to provide evidence of Sonoma County approval to the ACC prior to submitting plans for a septic system or house.

Category B: Installation of a septic system or construction of a house. Grading, tree removal, or other site work prior to approval of house plans.

- ① Owner to contact ACC prior to planning the project, preferably prior to purchasing lot.
- ② Owner and architect, engineer or designer to verify in writing that they have read and understand CC&Rs (Articles V and VI) and the current Design Rules.
3. Design Concept: Owner and architect or designer to meet with ACC to discuss design concept. Review of a building program and/or preliminary sketches will be helpful but is not mandatory at this point.
4. Preliminary Plan: Owner to submit two copies of the following items to the ACC:
 - Site plan at a scale of 1"=20' or larger showing:
 - Topography at a contour interval of 2' or less within the immediate vicinity of the building envelope, the existing or proposed septic leach field, and in all areas where improvements are proposed.
 - Building envelope

Access and parking

Footprint for all structures

Schematic landscaping outside building envelope, if any, within 100 feet of centerline of road.

Location of all living trees within and in the immediate vicinity of the building envelope and driveway having a height of 6 feet or more and a diameter of more than 6 inches measured one foot above ground level.

Trees proposed to be removed.

Drainage and utilities locations

~~House and accessory structure elevations at a scale of 1/8" or 1/4" = 1 foot.~~

Materials and color samples for exterior finishes.

5. Preliminary Plan Approval: ACC to notify any nearby owners who, in its judgment may be significantly affected, that the plan is available for review and that the ACC will consider any written comments. A plan check fee not to exceed \$500 may be required. ACC to approve, conditionally approve, or disapprove within 30 days.

6. Approval of Contract Documents (Final Plan/Working Drawings): Owner to submit to the ACC two copies of plans and specifications to be submitted to the County when applying for a building permit, provided that floor plan sheets need not be included. Two copies of additional drawings shall be submitted if required by the ACC if necessary to demonstrate conformance with the conditions of approval of the preliminary plan. The ACC shall stamp the plans "approved" within 15 days of receipt or shall notify the Owner of inconsistencies with the approved preliminary plan

7. Performance Bond and Performance Agreement: Prior to breaking ground the owner shall post a \$5,000 Performance Bond and Security Deposit payable to the George Ranch Association and shall sign a Performance Agreement.

8. Completion: Upon receipt of a copy of Sonoma County's Final Inspection the ACC will inspect the work. If it finds that was completed in substantial conformity with the conditions of approval it will authorize return of the bond with interest.

Category C: Construction of an accessory structure or an addition to a house. Grading; alteration or relocation of a structure. Change of an exterior finish to a color or material other than one previously approved by the ACC. Adding a fence, wall, gate, deck, shed, garage, stable, barn gazebo, pool, pond, tank, antenna, or similar structures.

1. Owner to discuss and submit sketch and/or letter to ACC before scheduling any work

2. ACC to determine information needed to approve: An accurate drawing, with the project located on the survey base map prepared for the lot will be required in most instances. Any of the drawings required for approval of a project in Category B, written descriptions, material or color samples, elevations, or other information may be required if deemed appropriate by the ACC.

3. Owner to submit two copies of required information to ACC before scheduling any work. Upon approval the ACC will return one stamped copy to the Owner for submittal to Sonoma

County if a County permit is required. At the time of approval the ACC will determine whether a performance bond and security deposit of \$5,000 or a lesser amount, or no bond will be required prior to commencement of work. The ACC shall make its determination based on the potential harm to the Association and the property values of its members if the scale and type of project is not completed as approved.

4. Prior to commencement of work the applicant shall submit a copy of the building permit, if required, and shall pay the bond if required.

5. Upon completion and final inspection by Sonoma County if a building permit was required the applicant shall request inspection by the ACC. Upon finding the project was completed as approved the ACC shall so indicate in writing and shall authorize return of any bond with interest.

Category D Removal of a tree more than 6" in diameter one foot above the ground or pruning of such a tree if pruning could increase the visibility of a structure from another lot or from a Common Area. Removal of dead wood is not regulated.

1. Emergency work will be authorized verbally during a site visit.

2. For all other work mark trees to be removed or pruned with colored plastic tape. Request ACC site visit by phone or letter, preferably before engaging tree services but in no case less than two weeks prior to the time when the work is scheduled.

2. During an ACC site visit the owner must be present if approval of pruning that could increase the visibility of a structure is requested.

3. Following a site visit the ACC will indicate whether an opinion of a certified arborist will be required and/or whether the work must be done under the supervision of a certified arborist. (See Tree Removal and Pruning Guidelines incorporated in the Design Rules)

4. The ACC will approve tree work in writing. The owner should notify the Ranch Managers and, as a courtesy, nearby neighbors the day before tree work involving more than 10 minutes of chain saw operation is to be done.

5. When notified that work, including cleanup, is complete the ACC will inspect and report.

Category E: Landscaping outside a building envelope within 100 feet of the centerline of a road. Plant materials, walls, fences, and paving are included.

1. Owner to read applicable Design Rules and discuss and or submit sketch or letter to ACC before scheduling any work. ACC will specify information necessary to approve.

2. Submit two copies of planting and/or construction plans to ACC, if required.

3. ACC will approve in writing and return one copy of plans, if required, stamped approved.

4. Owner to notify when complete. ACC will confirm in writing.

end

Please insert this page following pages 4 of **APPROVAL PROCEDURES (Revised February 2001)** to accompany the **GEORGE RANCH DESIGN RULES**.

Replace **Category B, 8 Completion** (page 3 of August 1997 **APPROVAL PROCEDURES**) with the following:

8. **Completion:** Upon receipt of Sonoma County's Final Inspection the ACC will inspect the work. If it finds that it was completed in substantial conformity with the conditions of approval (including structural landscape/hardscape and other landscape components deemed necessary for the project approval by the ACC) it will authorize return of the bond with interest.

Replace **Category C, 3** (pages 3 – 4 of August 1977 **APPROVAL PROCEDURES**) with the following pertaining to accessory structures or additions:

3. Owner to submit two copies of required information to ACC before scheduling any work. Upon approval the ACC will return one stamped copy to the Owner for submittal to Sonoma County if a County Permit is required.

For additions, pools and other County permitted structures, prior to breaking ground, the Owner shall post a \$5000 Performance Bond and Security Deposit, payable to the George Ranch Homeowners Association, and shall sign a Performance Agreement.

For other work under 'Category C' at the time of approval the ACC will determine whether a Performance Bond and Security Deposit of up to \$2500 will be required prior to commencement of work. The ACC shall make its determination based on the potential harm to the Association and the property values of its members if the scale and type of project is not completed as approved.

These changes clarify language of the August 1977 APPROVAL PROCEDURES.

George Ranch Vineyard Policy

There are 5 Agricultural Lots identified in the George Ranch CC&R's (Lots I-1, I-2, I-3, I-4, I-B) with specific guidelines for potential vineyard use.

The following ACC Vineyard Policy addresses the remaining Residential Lots.

1. Residential Lots may develop vineyards for production of wine as defined by Federal Guidelines for wine production for household consumption (non-commercial use) which is currently 200 gallons/year.
2. Residential Lot vineyards are to comply with restriction within the George Ranch CC&R'S prohibiting commercial agricultural use, well construction and conformance to landscape restrictions.
3. Applications for Residential Lot vineyards are subject to review and approval by the ACC, and are to conform to ACC Design Rule guidelines.



Building Checklist

In preparation for building at the George Ranch you will need to contact various County agencies and obtain other reports prior to submitting plans for permits. Be advised, also, of the standards required by the George Ranch Architectural Control Committee.

The following is intended as a "helpful" list to get you started and may not reflect recent changes in city, county or state requirements or newly enacted fees.

TO GET YOU STARTED:

Make sure you have a copy of the George Ranch CC&R's and the Design Rules, as well as the other documents contained in the "Building Guide". If you do not have any of these documents, please contact the Architectural Control Committee and they will be provided to you.

Prior to any and all man-made improvements, including, but not limited to, buildings, landscaping, septic systems or any other land alteration, a plot plan and blueprints, along with a cover letter describing the project, must be submitted to the George Ranch Architectural Control Committee. A fee for review consultations may be required at the time plans are submitted.

THE PLANNING STAGE:

Be advised that in addition to your building plans, the following items are also needed:

1. Soils Report: Contact a geologist/soils engineer.
2. Septic System: An approved set of septic system plans is required by the County before you obtain a building permit.
3. Energy calculations per California State Law must be submitted in addition to plans.

Building Checklist (con't)

4. Your plans are reviewed by, and permits are issued by, the Sonoma County Department of Permit & Resource Management. They will require proof that your project/plans have been approved by the George Ranch Architectural Control Committee.
5. Submit your building plans to:
Sonoma County Department of Permit & Resource Management
2550 Ventura Avenue
Santa Rosa, CA 95401
(707) 565-1900
6. When you submit your plans the County will issue you a form entitled "Certificate of Compliance". This form, which shows the square footage of the proposed project, then needs to be taken to the school district and school mitigation fees must be paid before building permits will be issued.

Sonoma Valley Unified School District
17850 Railroad Avenue
Sonoma, CA 95476
(707) 935-4215
7. Prior to beginning construction, a Performance Bond in the amount of \$5,000 must be posted. Proof of property and liability insurance will also be required as well as the contractor's proof of Workers' Compensation coverage.
8. In order to receive water service to your lot, the George Ranch Mutual Water Company hook-up fee of \$750 must also be paid prior to beginning construction.
9. Contact PG&E as soon as possible for power hook-up:

PG&E
630 Second Street West
Sonoma, CA 95476
(707) 579-6464 (new construction)
10. Contact Pacific Bell at (800) 310-2355

GEORGE RANCH ASSOCIATION RULES GOVERNING CONSTRUCTION AND MAINTENANCE WORK BY MEMBERS AND THEIR CONTRACTORS OR EMPLOYEES

1. HOURS OF WORK FOR NOISE PRODUCING ACTIVITIES such as weed eating, chain sawing, use of excavation equipment, nailers, chippers, leaf blowers, and other equipment audible on adjoining properties.

Monday-Friday	7 AM to 5 PM
Saturday	8 AM to 5 PM
Sunday and holidays (New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas)	No noise producing activity allowed

Homeowners whose employment prevents them from accomplishing noisy maintenance tasks during the week may personally do so between 9 AM and 5 PM on Sunday. They are requested to keep Sunday noise to a minimum. Checking with neighbors to avoid noise interference with social events will be appreciated.

2. CONSTRUCTION SITE ACCESS

Access to lots is allowed only from driveway cutouts. Travel between lots is to be on paved roads.

Vehicles may not drive on and materials may not be stored on common areas (the strip of land within 25 feet of the centerline of roads).

Extreme care must be taken with delivery of concrete and other materials. Cleanup and repair of any damage to roads are the responsibility of the owner and contractor.

3. CONSTRUCTION SITE MAINTENANCE

Construction sites are to be maintained in an orderly condition so as not to infringe on the enjoyment of the landscape by others. Debris, paper, and materials are to be cleaned up regularly. Fire precautions must be taken at all times.

Sonoma County Code, Chapter 7-13, Section F requires that every place where one or more persons gather for work or pleasure shall be provide with self-contained toilet(s). Toilets shall not be of a "pit" variety or connected to a non-functioning septic system.

4. PRIVACY OF RESIDENTS

Workers may not disturb residents to use telephone, bathrooms, water, or electricity.

Workers must keep any pets brought to a site from wandering beyond the boundaries of the site.

Workers must keep the volume of radios/stereos turned down. If it can be heard at an occupied residence it is too loud.

Vehicles are to be parked on site where feasible. Driveways and roads are not to be blocked or restricted.

ARTICLE V
LAND CLASSIFICATIONS, USE
AND RESTRICTIONS COVENANTS

5.1 LAND CLASSIFICATIONS. All land within the George Ranch has been classified into the following categories:

(a) Residential Lots - This category includes all Residential Lots, as identified herein together with all improvements which from time to time may be constructed thereon, and does not include the category "Common Areas";

(b) Agricultural Lots - This Category includes all lots identified herein as Agricultural Lots, together with all improvements which from time to time may be constructed thereon; and

(c) Common Area - This category includes all Common Area as defined herein, together with all improvements which from time to time may be constructed thereon.

5.2 RESIDENTIAL LOTS: USES AND RESTRICTIONS. Such lots shall be for the exclusive use and benefit of the Owner thereof, subject, however, to all of the following limitations and restrictions:

(a) Each Residential Lot, and any and all improvements from time to time located thereon; shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard to the George Ranch, or any part thereof, all at such Owner's sole cost and expense.

(b) The Association, or its duly authorized agents, shall have the right but not the obligation, upon reasonable notice to the Owner, following prior written demand upon the owner to do any of the things set out below and failure of said Owner to do so within fifteen (15) days of mailing, without any liability to the Owner for trespass or otherwise, to enter upon any Residential Lot for the purpose:

(1) Of maintaining such Residential Lot, which is not maintained by the Owner in accordance with the requirements of this Article;

(2) Of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Residential Lot in violation of paragraph (a) of Section 5.3;

(3) Of restoring or otherwise reinstating such Residential Lot as authorized by paragraph (b) of Section 5.3; and

(4) Of otherwise enforcing, without any limitations, all of the restrictions set forth in this Article.

(c) No improvements, excavation, or other work which in any way alters any Residential Lot from its natural or improved state existing on the date such Residential Lot was first conveyed in fee by Grantor to an Owner shall be made or done except upon strict compliance with, and within the restrictions of, the provisions of Section 5.3, or in the case of Agricultural Lots, Section 5.5.

(d) Each Residential Lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such Residential Lot; provided, however, that nothing in this paragraph (d) shall be deemed to prevent:

(1) any artist, artisan, craftsman or professional business person from pursuing their artistic calling, profession or business upon their Residential Lot if such artist, artisan, craftsman or professional business person:

(aa) also uses such lot for residential purposes;

(bb) has no employees working in such lot; and

(cc) does not advertise or offer any produce or work of art for sale to the public upon or from such Lot;

(2) any medical doctor from using his Residential Lot as a medical office so long as said Lot is his residence;

(3) the leasing of any Lot from time to time by the Owner thereof, subject, however, to all of the Governing instruments and The George Ranch Rules;

(4) noncommercial agricultural uses of the Residential Lots when such uses are in accordance with Section 5.8; or

(5) commercial agricultural uses of Agricultural Lots when such uses are in accordance with Section 5.4.

(e) No auctions, sales or similar events shall be conducted on any Residential Lot.

(f) No noxious or offensive activity shall be carried on upon any Residential Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Residential Lots, Agricultural Lots or Common Area. In determining whether there has been a violation of this paragraph recognition must be given to the premise that Owners, by virtue of their interest and participation in the George Ranch, are entitled to the reasonable enjoyment of the natural benefits and surroundings of the George Ranch.

(g) Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Residential Lot and improvements located thereon, shall be placed or used upon any Residential Lot. It is the responsibility of the Owner to maintain any such security devices in good working order.

(h) The keeping of animals, livestock, poultry or other household pets of any kind shall be in accordance with Section 5.8.

(i) Except when required by agricultural uses permitted in Section 5.4, no trees exceeding caliper diameter of six inches (6") at one foot (1') above ground, located on any portion of any Residential Lot, shall be removed, cut down or in any way damaged or destroyed without the prior written approval of the Architectural Control Committee. No tree described above may be trimmed in such a way as to increase the visibility of a structure from Neighboring Property without the prior written approval of the Architectural Control Committee.

(j) No signs whatsoever, including, but without limitation, commercial, political and similar signs, billboards, unsightly objects or nuisances Visible from Neighboring Property, shall be erected or maintained upon any Residential Lot, except

(1) such signs as may be required by legal proceedings;

(2) residential identification signs including, address numbers of a combined total face area of two (2) square feet or less for each residence;

(3) during the time of construction of any residence or other improvement, job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen;

(4) not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet; and

(5) such signs as may be permitted by the Architectural Control Committee in connection with any agricultural use permitted by Section 5.4.

(k) No house trailer, mobile home, tent, or similar facility or structure shall be kept, placed or maintained upon any Residential Lot at any time; provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by Section 5.3. Construction shelters are not to be used for overnight residence.

(l) No trailer or vehicle of any kind, truck, camper, motor home, tent or boat shall be kept, placed or maintained upon any Residential Lot for any period exceeding 24 hours unless such trailer, truck camper or boat is kept in such a manner that it is not visible from Neighboring Property. None of the items mentioned in this paragraph shall be constructed, reconstructed, or repaired upon any Residential Lot so that such construction, reconstruction or repair is Visible from Neighboring Property. Exception to the foregoing shall be made for agricultural vehicles and equipment, the customary use of which requires placement in the open for a reasonably limited period of time.

(m) No accessory structures or buildings shall be constructed, placed, or maintained upon any Residential Lot prior to the construction of the main structure of the residence; provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of the main structure of the residence, and further provided that the Architectural Control Committee may make exceptions for Agricultural Lots.

(n) Any motor vehicle on the Property, including automobiles, dune buggies, and motorcycles, shall have noise control mufflers and spark arresters on its exhaust system and shall be ridden only on paved roads within the Property. The operation of trail bikes and any noisy motor vehicles, as designated at the sole discretion of the Association, is strictly prohibited on any portion of the Property, with the exception of agricultural vehicles and equipment used in connection with any use permitted by Section 5.4. No motor vehicle which is not in an operating condition shall be parked or left on any part of a Residential Lot other than a garage or screened enclosure and no motor vehicle, regardless of its operating condition, shall be parked overnight on any Road. No motor vehicle shall be ridden

on any Residential Lot except for the purpose of parking, loading or garaging the same or for necessary maintenance of the lot and the structures, persons, animals or plants thereon or for any agricultural use permitted by Section 5.4; in no event shall motor vehicles be operated for recreational purposes on any Residential Lot.

(o) Except as otherwise permitted by this paragraph, all garbage and trash shall be placed and kept in covered containers and regularly removed from all Residential Lots and shall not be allowed to accumulate thereon. In no event shall such containers be maintained so as to be Visible from Neighboring Property except during collection time. The maintenance of accumulated waste plant materials is prohibited except as part of an established compost pile which shall be maintained in such manner as not to be Visible from Neighboring Property.

(p) Outside clotheslines or other outside clothes drying or airing facilities shall not be visible from Neighboring Property.

(q) Except as provided in Section 5.4, there shall be no exterior fires whatsoever except barbecue and incinerator fires contained within receptacles therefor which have been approved by the Governing Body and such other fires as may from time to time be permitted by the George Ranch Rules.

(r) Except for those structures required for uses permitted by mineral interests in the property which are of record at the date of this Declaration, no derrick, windmill, pump or other structure designed for use in boring, mining, or quarrying for oil, natural gas or precious minerals shall be erected, maintained or permitted upon any Residential Lot.

(s) No Residential Lot may be further subdivided or "split".

(t) No well, windmill, pump or other structure for furnishing water shall be constructed or maintained on any Residential Lot except as permitted by Section 5.4.

(u) The following shall not be erected or maintained on any Residential Lot without the prior written consent of the Architectural Control Committee: (aa) exterior radio antenna, television antenna or other antennae, satellite dish of any type; and (bb) windmill or other structure for generating power.

(v) No fire hazardous materials or accumulations of woodland "fuel" (as the same may be determined from time to time by the Association) shall be permitted within fifteen feet (15')

of any paved road or driveway on or abutting any Residential Lot and Owners shall be responsible for compliance with applicable fire district regulations.

(w) Solar collectors for pools shall be located in such a manner as not to be Visible from Neighboring Property.

(x) Tennis courts may be lighted only with lights twelve feet (12') or less from the surface and Owners are encouraged to locate the court surfaces so that they are not Visible from Neighboring Properties or Roads.

(y) No hunting will be allowed on any Residential Lot except for Agricultural Lots. Fishing will not be allowed in a creek and will be limited to the pond situated in the Common Area, subject to jurisdiction of the Association.

(z) The Association will supply mail boxes for each Residential Lot. No other form of mail box may be erected or maintained on any Lot.

5.3 RESIDENTIAL LOTS: CONSTRUCTION AND ALTERATION OF IMPROVEMENTS; EXCAVATIONS; ETC. The right of an Owner to construct, refinish, alter, or maintain any improvement upon, under, or above any Residential Lot, or to make or create any excavation or fill thereon, or to make any change in the natural or existing surface drainage thereof, or to install any utility line (wire or conduit) thereon or thereover, or to destroy or remove any tree therefrom, shall be subject to all of the following limitations and conditions of this section.

(a) Except to the extent permitted by paragraph (f) below, any construction or reconstruction of, or the refinishing or alteration of any part of the exterior of, any improvement upon and Residential Lot is absolutely prohibited until and unless the Owner of such lot first obtains the approval therefor from the Architectural Control Committee as herein provided and otherwise complies with all of the provisions of this Section. The Association shall remove any improvement constructed, reconstructed, refinished, altered or maintained in violation of this paragraph and the Owner thereof shall reimburse the Association for all reasonable expenses incurred in connection therewith.

(b) Except to the extent reasonably necessary for the construction, reconstruction, or alteration of any improvement for which the Owner has obtained approved plans pursuant to this Section,

(1) except when required by agricultural uses permitted by Section 5.4, no excavation or fill which would be

Visible from Neighboring Property shall be created or installed upon; and

(2) except when required by agricultural uses permitted by Section 5.4, no change in the natural or existing drainage for surface waters upon; and

(3) except as permitted by the County of Sonoma, no power, telephone or other utility line (wire or conduit) which would be Visible from Neighboring Property shall be installed upon; and

(4) except when required by agricultural uses permitted by Section 5.4, no living tree having a height of six feet (6') or more and having a trunk measuring six inches (6") or more in any diameter at one foot (1') above ground level shall be destroyed or removed from any Residential Lot until and unless the Owner of such lot first obtains the approval therefor from the Architectural Control Committee as herein provided and such Owner otherwise complies with all of the provisions of this section.

The Association shall, in the event of any violation of clause (1) or clause (2) above, restore such Residential Lot to its state existing immediately prior to such violation, in the event of any violation of clause (3) above, remove all unauthorized power, telephone, or other utility lines (wires or conduits) and, in the event of any violation of clause (4) above, replace any tree which has been improperly removed or destroyed with either a similar tree type and size or with such other tree as the Association may deem appropriate. The Owner of such lot shall reimburse the Association for all reasonable expenses incurred by it in performing its obligations under this paragraph; provided, however, that with respect to the replacement of any tree the Owner shall not be obligated to pay any amount in excess of the expenses which would have been incurred by the Association had it elected to replace the destroyed or removed tree with a tree similar in type and size.

(c) Any Owner proposing to construct or reconstruct, or refinish (other than the originally approved finish) or alter any part of the exterior of any improvement on or within his Residential Lot, or to perform any work which under paragraph (b) above requires the prior approval of the Architectural Control Committee for approval as follows:

(1) The Owner shall notify the Architectural Control Committee of the nature of the proposed work, and the Architectural Control Committee shall thereupon furnish such Owner with a building guide which summarizes the ecological factors relevant to the design, construction, and maintenance of

improvements at the George Ranch and the various design controls and restrictions applicable to the Owner's Residential Lot. The Owner shall acknowledge by letter that he has read and understands the contents of the building guide, as shall any architect employed by the Owner to design the proposed work. If the Architectural Control Committee shall so request within ten (10) days following its receipt of such letter of acknowledgement, the Owner and his architect, if any, shall meet with a member of the Architectural Control Committee in order to benefit from such member's knowledge of and experience with the George Ranch Restrictions, the Architectural Control Committee Rules, and the ecology, of the George Ranch. Such meeting shall be at a mutually convenient time not to exceed sixty (60) days following the Architectural Control Committee's request therefore, and shall be held at the office of the Association at the George Ranch or at some other mutually convenient place.

(2) Following receipt by the Architectural Control Committee of said letter of acknowledgement and following said meeting, if any, the Owner shall submit to the Architectural Control Committee for approval such plans and specifications for the proposed work as the Architectural Control Committee may from time to time request, including when deemed appropriate by the Architectural Control Committee, but without limitation, the following:

- (aa) a plot plan of the lot showing
 - (i) contour lines;
 - (ii) the location of all existing and/or proposed improvements;
 - (iii) the proposed drainage plan;
 - (iv) the proposed septic system leach fields;
 - (v) the location of all living trees having a height in excess of six feet (6') and having a trunk measuring six inches (6") or more in any diameter at one foot (1') above ground level within the immediate vicinity of the building envelope;
 - (vi) such trees which the Owner proposes to remove; and
 - (vii) the location of all proposed utility installations;
- (bb) floor plans,
- (cc) drawings showing all elevations;

(dd) description of exterior materials and color, with samples; and

(ee) the Owner's proposed construction schedule. The Architectural Control Committee shall require that the submission of plans and specifications be accompanied by a reasonable plans inspection fee in an amount not to exceed Five Hundred Dollars (~~\$500.00~~) \$1000.

(3) If, at any time following an Owner's notification to the Architectural Control Committee pursuant to paragraph (1) above of his proposed work, the Architectural Control Committee shall determine that it would be in the best interest of the George Ranch for such Owner to employ an architect and/or engineer to design any improvement involved in the proposed work, the Architectural Control Committee shall inform such Owner in writing of its determinations whereupon all plans and specifications submitted pursuant to paragraph (2) above must be prepared by an architect and/or engineer.

(d) Subject to the provisions of paragraph (e) below, the Architectural Control Committee shall approve the plans, drawings and specifications submitted to it pursuant to paragraph (c) only if the following conditions shall have been satisfied:

(1) the Owner and the Owner's architect and/or engineer, if any, shall have strictly complied with the provisions of paragraph (c) above; and

(2) the Architectural Control Committee finds that the plans and specifications conform to the George Ranch Restrictions, particularly to the requirements and restrictions of this Section and to the Architectural Control Committee Rules in effect at the time such plans were submitted to the Architectural Control Committee.

All such approval shall be in writing and may be conditioned upon the submission by the Owner or the Owner's architect, if any, of working drawings and construction specifications and such other items as the Architectural Control Committee shall deem appropriate for the purpose of insuring that the construction of the proposed improvement shall be in accordance with the approved plans; provided, however, that plans, drawings and specifications which have been neither approved nor rejected within forty-five (45) days from the date of submission thereof to the Architectural Control Committee shall be deemed to be approved.

(e) Notwithstanding the provisions of paragraph (d) above, if within the forty-five (45) day period referred to in paragraph (d) a majority of the members of the Architectural

Control Committee, in their sole discretion, find that the proposed work would, for any reason whatsoever (including the design, height or location of any proposed improvement and the probable effect thereof on other Owners in the use and enjoyment of their Residential Lots, Agricultural Lots or Common Area) be incompatible with the George Ranch, then the Architectural Control Committee shall not approve the plans, drawings, and specification submitted to it pursuant to paragraph (c) above and shall so notify the Owner concerned in writing setting forth the reasons for such disapproval. The Owner will have the sole remedy of a further review by the Governing Board as set forth in Article VI.

(f) Any provision herein to the contrary notwithstanding, any Owner may at any time, and from time to time, without first obtaining the approval of the Architectural Control Committee and without otherwise complying with paragraph (c) above, reconstruct or refinish any improvement or any portion thereof, excavate or make any other installation, in such manner as may be set forth in the last plans thereof approved by the Architectural Control Committee and not revoked pursuant to paragraph (h) below.

(g) Upon receipt of the approval from the Architectural Control Committee pursuant to paragraph (d) above, the Owner shall as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to the approved plans.

(h) With reference to paragraph (g) above, Owner shall satisfy all conditions and commence the construction, reconstruction, refinishing, alternations or other work pursuant to the approved plans within two (2) years from the date of such approval. If the Owner shall fail to comply with this paragraph, any approval given pursuant to paragraph (d) above shall be deemed revoked unless, upon the written request of the Owner made to the Architectural Control Committee prior to the expiration of said two (2) year period and upon a finding by the Architectural Control Committee that there has been no change in circumstances, the time for such commencement is extended in writing by the Architectural Control Committee.

(i) With further reference to paragraph (h) above the Owner shall in any event complete the construction, reconstruction, refinishing, or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows and doors) of any improvement on his Residential Lot within two (2) years after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes,

fires, national emergencies, or natural calamities. If Owner fails to comply with this paragraph, the Architectural Control Committee shall notify the Governing Body of the Association of such failure, and the Association, at its option, shall either complete the exterior in accordance with the approved plans or remove the improvement, and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

(j) Upon the completion of any construction or reconstruction of, or the alteration or refinishing of the exterior of any improvement, or upon the completion of any other work for which approved plans are required under this section, the Owner shall give notice thereof to the Architectural Control Committee and within sixty (60) days thereafter the Architectural Control Committee, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with approved plans. If the Architectural Control Committee finds that such construction, reconstruction, alteration, or refinishing was not done in substantial compliance with approved plans, it shall notify the Owner of such noncompliance within such sixty (60) day period and shall require the Owner to remedy such noncompliance. If upon the expiration of sixty (60) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Architectural Control Committee shall notify the Governing Body of the Association of such failure, the Association, at its option, shall either remove the improvement or remedy the noncompliance, and the Owner shall reimburse the Association for all expenses incurred in connection therewith. If for any reason the Architectural Control Committee fails to notify, the Owner of any such noncompliance within sixty (60) days after receipt of said notice of completion thereof from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

(1) The following standards and restrictions are applicable to the construction, reconstruction, alteration and refinishing of any and all improvements from time to time existing upon residential Lots:

(aa) The only buildings that may be constructed on any such lot are single family dwelling containing at least one thousand seven hundred and fifty (1,750) square feet, not including servant's quarters, guest house without kitchen, barns, stables, pool houses, and accessory building and a garage (whether or not attached to the dwelling structure). No residence or other structures shall be constructed on any portion of any Residential Lot other than the area indicated on any Subdivision Map with respect to such lot, except as otherwise permitted by the Architectural Control Committee. Facilities and structures related to commercial agricultural uses, such as those

described in Section 5.4, shall be constructed only with the permission of the Architectural Control Committee. No residence or related buildings may be constructed on Lot number I-B.

(bb) No used buildings constructed or erected upon other real property shall be moved from other locations into residential Lot. No structures of a temporary character, trailers, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any such lot at any time as a residence, either temporarily or permanently.

(cc) All improvements shall be constructed in accordance with applicable building line, setback, and height provisions set forth on any Subdivision Map.

(dd) Each residence shall contain parking space for at least two automobiles by one of the following means:

(i) a garage either attached or detached from the main structure of the residence;

(ii) a carport enclosed on not less than two sides, either attached directly to the main structure of the residence or connected by a roof or major fence.

(ee) All fuel tanks, water tanks or towers, or similar storage facilities shall either be constructed as an integral part of the main structure of the residence or shall be installed or constructed underground or not visible from Neighboring Property.

(ff) Private water wells or other independent water supply works or facilities may be constructed or maintained within any Residential Lot only in accordance with Section 5.4.5 and upon the prior written approval of the Architectural Control Committee and in accordance with the requirements of any mutual water company serving such lot, or governmental entity having jurisdiction over such lot.

(gg) Exterior lighting may be installed and maintained; however, the light source must not be Visible from Neighboring Property.

(hh) Except as specifically provided for the Agricultural Lots, all fencing shall conform to the design rules and development guidelines promulgated by the Architectural Control Committee.

(ii) Except for Agricultural Lots, no Owner may lease less than the entire Lot. All leases must be in writing and be expressly subject to the Governing Instruments. The

(d) Animals shall be allowed on the Common Area as provided in Section 5.6.

(e) No animal may be kept in any place or in any manner so as to constitute a nuisance or annoyance to other Owners in the sole discretion of the Association. Any such nuisance shall be corrected at the Owner's expense. Should the Owner not comply with the requirements of the Association, such correction shall be made under the Association's direction and billed to the Owner.

(f) No animal shall be allowed to roam uncontrolled from an Owner's Lot. The first time an animal is found roaming uncontrolled from its Owner's lot and complaint is made to the Association, the Association shall warn the Owner of the regulations concerning animals. The second time an animal is found so roaming and complaint is made to the Association, the Association shall levy a one hundred dollar (\$100) fine against an animal's owner. The third time an animal is found so roaming and complaint is made to the Association, the Association shall levy a two hundred dollar (\$200) fine. Subsequent offenses shall be remedied at the discretion of the Association.

(g) The keeping of animals shall be in accordance with good Soil Conservation Measures.

5.9 ARCHAEOLOGICAL SITES. Condition 49 of Resolution No. 68895A of the Sonoma Board of Supervisors approving the Tentative Map for George Ranch requires:

"49. Disturbance of the two Native American and two Euro-American sites MUST be minimized during construction and the CC and Rs should provide for their preservation after construction."

Declarant intends the provisions of this Section 5.9 to comply with the foregoing Tentative Map requirement with respect to those sites located on the Property.

5.9.1 The archaeological sites, described on the final map may not be constructed upon, filled in or excavated without the written permission of the Cultural Resources Facility, Sonoma State University, Academic Foundation Inc., 1801 East Cotati Avenue, Rohnert Park, California 94928.

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

6.1 CREATION. The committee for the control of structural and landscaping architecture and design within the Subdivision

"Architectural Control Committee") shall consist of three (3) members.

6.2 TERM. Each member shall hold office for a period of three (3) years and until his or her successor has been duly appointed as herein set forth unless he or she has sooner resigned or been removed.

6.3 APPOINTMENT OF MEMBERS. The Governing Body of the Association shall have the power to appoint all of the members of the Architectural Control Committee. All members appointed to the Architectural Control Committee shall be from the membership of the Association and shall not be members of the Governing Body.

6.4 REMOVAL AND RESIGNATION. Any Architectural Control Committee member may be removed by the Governing Body with or without cause by a majority vote. Any Architectural Control Committee member may resign by submitting a written notice to the Governing Body stating the effective date of his or her resignation, and acceptance of the resignation shall not be necessary to make the resignation effective.

6.5 ARCHITECTURAL CONTROL COMMITTEE FUNCTIONS. The functions of the Architectural Control Committee, in addition to any functions set forth elsewhere in this Declaration, shall be to consider and approve or disapprove any plans, specifications or other material submitted to it for the erection, construction, installation, alteration, placement or maintenance of any buildings or other improvements on Lots, or for the alteration or remodeling of, or construction of additions to, any then existing structures on Lots.

The review by the Architectural Control Committee shall be by the three (3) members. In the event the majority of the regular members disapprove the plans, specifications or materials and upon request of the Owner the Governing Body shall review the plans, specifications or materials and may, by majority vote of a quorum, approve said materials. Any decision of the Governing Body shall be final.

The Architectural Control Committee shall adopt such rules as required by this Article VI, and perform such other duties as may, from time to time, be delegated to it by the Association. In the exercise of its discretion and the performance of its functions, the Architectural Control Committee shall not be concerned with the interior layout, design or appearance of any improvement. The Architectural Control Committee shall meet from time to time as necessary to adequately perform its duties hereunder. Any action required to be taken by the Architectural Control Committee may be taken without a meeting if a consent in

...iting, setting forth the action so taken, shall be signed by all of the Architectural Control Committee members. The Architectural Control Committee shall keep and maintain a record of all actions taken by it.

6.6 REVIEW OF PLAN. The Architectural Control Committee may, by enacting appropriate rules, specify the procedures for the submission to and approval of said plans, specifications and other material by the members; provided, however, that the Architectural Control Committee's approval or disapproval of any such plans, specifications and other materials shall be given in writing, within a reasonable time, as specified in such rules after submission of said plans, specifications and other materials. If the Architectural Control Committee shall disapprove of any such plans, specifications and other materials, notice of its disapproval shall be sent to the person or persons applying for said approval at the address set forth in the application therefor within a reasonable time. If notice of disapproval is not sent within forty-five (45) days from the date of submission thereof to the Architectural Control Committee, the plans, specifications and other materials submitted shall be deemed to have been approved by the Architectural Control Committee.

6.7 REQUIREMENTS FOR PLANS. All plans and specifications for any new building or other improvement shall be prepared by an architect and/or engineer if so requested by the Architectural Control Committee and shall include, without limitation, floor, elevation, and grading plans; a plot plan of the lot showing contour lines; the location of all existing and/or proposed improvements; the proposed drainage plan; the proposed septic system leach fields; the location of all living trees with a height in excess of six feet (6') and with a trunk measuring six inches (6") or more in diameter at one foot (1') above ground level within the immediate vicinity of the building envelope; such trees as are proposed for removal; specifications for the principal exterior materials with samples; description of color schemes; landscaping plans; provisions to be made for automobile parking; outside lighting plans, if any; and a detailed description of the location, character, and method of utilization of all utilities.

The plans and specifications for any alteration, modification, or addition to the exterior of any existing building or improvement including, without limitation, alterations such as exterior painting (except for repainting with the same color paint) and changes in or addition of fencing, shall contain the same information as is required for any new building or other improvement, except that plans for nonstructural alterations, modifications, or additions need not be prepared by an architect. After approval of any plans,

specifications and, other materials, the Architectural Control Committee shall, upon written request from the Owner, provide said Owner with a statement of approval in a form appropriate for recordation.

6.8 STANDARDS OF REVIEW. The Architectural Control Committee shall, in reviewing plans, specifications, and other materials submitted to it, consider the suitability of the proposed building or other improvement for the Area in which it will be located; the quality of the materials to be used in construction; and the effect of the proposed building or other improvement on the Property. The Architectural Control Committee shall require that the overall visual character of the Property be one of natural materials, rough textures, earth and vegetation colors and forms compatible with those occurring in the natural landscape, and that the roofs and other exterior portions of all buildings and other improvements on the Property conform to aesthetic standards contained in and be constructed with materials specified in The George Ranch Design Rules. In the exercise of its discretion and the performance of its functions, the Architectural Control Committee shall not be concerned with the interior layout, design or appearance of any improvement.

6.9 PROSECUTION OF WORK AFTER APPROVAL. After approval by the Architectural Control Committee of any plans, specifications, or other materials, the construction, alteration, or other work described in such plans, specifications or other materials shall be performed as promptly and diligently as possible and in complete conformity with said plans, specifications or other materials. Failure to accomplish such construction, alteration or other work within two (2) years after the date of approval or to complete the proposed work strictly in accordance with said plans, specifications, or other materials shall operate automatically to revoke the approval by the Architectural Control Committee unless, upon written request of the owner to the Architectural Control Committee made prior to the expiration of said two (2) year period, the time for such commencement is extended in writing by said Committee. Upon automatic revocation and demand by the Architectural Control Committee, the Lot upon which such construction, alteration or other work was undertaken shall be restored as nearly as possible to its state existing prior to any such constructions alteration, or other work. If such Lot is not so restored the Architectural Control Committee may undertake such restoration and charge the cost thereof to Owner of said Lot, which cost shall be enforceable as a special reimbursement assessment in accordance Article IV. The Architectural Control Committee and its duly appointed agents may enter upon any Lot at any reasonable time or times to inspect the progress or status of any such construction, alteration, or other work. The Architectural Control Committee may record a notice to show that any such work has not been approved or that any

approval given has been automatically revoked as provided in this Section.

6.10 FEES. The Architectural Control Committee shall have the right to require payment of reasonable fees for review of proposed plans, specifications and other materials, not to exceed the sum of Five Hundred Dollars (\$500.00).

6.11 GEORGE RANCH DESIGN RULES. The Architectural Control Committee shall adopt rules and regulations

(a) regulating construction at the Property including, without limitation, dust and noise abatement requirements, use of temporary construction camps, trailers, construction offices, supply and equipment shelters and screening, hours of construction activity and construction equipment routes; and

(b) interpreting or implementing the provisions of this Declaration pertaining to the design of buildings and other improvements, including without limitation, building height, minimum square footage requirements for improvements, types of building materials, permissible exterior colors, landscaping and aesthetic requirements. Said rules and regulations shall be called the "George Ranch Design Rules." Without limiting the generality of the foregoing, the George Ranch Design Rules shall contain rules and regulations to implement a fuel modification plan and program for the Property. The fuel modification plan and program shall be in such form as the Architectural Control Committee shall in good faith determine, from time to time, as being appropriate in light of potential fire hazards pertaining to the Property. A copy of the George Ranch Design Rules as from time to time adopted, amended or repealed, certified by a member of the Architectural Control Committee, shall be mailed or delivered to all Owners as modified and shall be maintained in the Association office and shall be available for inspection during normal business hours by any Owner or prospective Owner or any architect or agent of any Owner or prospective Owner.

6.12 LIABILITY OF BOARD, OFFICERS AND ARCHITECTURAL CONTROL COMMITTEE MEMBERS. Provided that the Board, Officers and Architectural Control Committee members act in good faith and with due diligence, neither the Architectural Control Committee nor any member thereof nor the Board or any Officer, shall be liable to the Association, any Owner, or any other person for any damage, loss, or prejudice suffered or claimed on account of: the approval or disapproval of any plans, specifications, and other materials, whether or not defective; the construction or performance of any work, whether or not pursuant to approved plans, specifications and other materials, the development or manner of development of any land within the Property; the execution and recordation of a form of approval or disapproval

whether or not the facts stated therein are correct; or the performance of any other function pursuant to the provisions of this Declaration.

6.13 PROFESSIONAL ADVICE. The Architectural Control Committee may employ the services of an architect or engineer to render professional advice, and may pay a reasonable compensation not to exceed five hundred dollars (\$500.00) for such services which compensation may be charged to any Owner who has submitted plans, specifications, or other materials requiring review by such architect or engineer; provided that such compensation may only be charged to such Owner if he or she has been informed in advance that such compensation will be so charged.

6.14 ADDITIONAL REQUIREMENTS FOR APPROVAL OF LOT DEVELOPMENT. As a condition to Architectural Control Committee approval of any plans, specifications or other materials for construction, the Architectural Control Committee may require the person submitting such plans, specifications or other materials to:

(a) obtain the approval of governmental agencies or bodies having jurisdiction over the Property or improvements thereon (including, without limitation, the approval of appropriate governmental bodies with respect to any fuel modification plan and program); or

(b) construct additional roads, water systems, sewage treatment plants, or other utilities or similar facilities if the Architectural Control Committee determines that existing roads, utilities, or similar facilities cannot support the proposed construction or development.

The Architectural Control Committee may require that such person post a reasonable bond to secure completion of any such roads, utilities, or similar facilities.

6.15 DETERMINATION OF COMPLIANCE: Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

6.15.1 Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the Architectural Control Committee. If the Owner fails to give the notice of completion of work performed for which approval was required, the Architectural Control Committee may proceed upon its own motion to determine if completion has occurred.

6.15.2 Within sixty (60) days of the completion of the work, the Architectural Control Committee shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Architectural Control Committee finds that the work was not performed in substantial compliance with the approval granted or if the Architectural Control Committee finds that the approval required was not obtained, the Architectural Control Committee shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of the non-compliance and shall require the Owner to remedy the non-compliance.

6.16 FAILURE TO REMEDY THE NON-COMPLIANCE: If the Architectural Control Committee has determined that an Owner has not constructed an Improvement consistent with the specifications of the approval granted and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the Governing Body shall provide Notice and Hearing to consider the Owner's continuing non-compliance. At the hearing, if the Governing Body finds that there is no valid reason for the continuing non-compliance, the Governing Body shall determine the estimated cost of correcting it. The Governing Body shall then require the Owner to remedy or remove the same within a period of not more than forth-five (45) days from the date of the Governing Body's determination. If the Owner does not comply with the Governing Body's ruling within such period or within any extension of such period as the Governing Body, in its discretion, may grant, the Governing Body may either remove the non-complying Improvement or remedy the non-compliance. The costs of such action shall be assessed against the Owner as a Reimbursement Assessment.

6.17 WAIVER: Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval, shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

6.18 ESTOPPEL CERTIFICATE: Within forty-five (45) days after written demand seeking an estoppel certificate is delivered to the Governing Body by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Governing Body shall record an estoppel certificate, executed by any two (2) Directors, certifying that as of the date thereof, either: (a) the work completed complies with this Declaration or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be

conclusive as between the Association, Declarant and all Owners and such persons deriving any interest through any of them.

ARTICLE VII
COMMON AREAS AND EASEMENTS

7.1 TITLE TO AND USE OF ROADS.

(a) Title to the Roads and a fifty (50) foot wide access and public utility easement has been conveyed by the Original Declarant to the Association in accordance with the provisions of the Original Declaration. Such conveyance provided that every Owner and Resident shall have a nonexclusive right and easement to use the Roads for pedestrian, equestrian and vehicular traffic, and may delegate such right and easement to such Owner's or Resident's Guests, subject to the rules and regulations of the Association.

(b) The Association shall have the right to offer, dedicate and transfer any or all of the Roads to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association consistent with the provisions of this Declaration; provided, however, that no such dedication or transfer shall be effective unless such dedication has been approved by the Governing body and by Members representing two-thirds (2/3) or more of the voting power of the Association, and an instrument to such effect signed by the Secretary of the Association has been recorded agreeing to such dedication or transfer.

7.2 TITLE TO AND USE OF LOTS CLASSIFIED AS COMMON AREA.

The Association holds fee simple title to all lots contained within that Project that are designated as Common Area in accordance with the provisions of the Original Declaration.

7.3 RIDING AND HIKING TRAILS. The Association holds title to easements for hiking and equestrian purposes as indicated on the Subdivision Map. The Association shall have the responsibility of constructing, maintaining and policing the use of said trails.

Every Owner and Resident shall have the nonexclusive right and easement to use said trails for hiking and equestrian purposes, and may delegate such right and easement to such Owner's or Resident's Guests, subject to the rules and regulations of the Association.

7.4 RIGHTS IN COMMON INTERESTS. The rights of Owners and Residents and their Guests to use Association Property shall be subject to this Declaration and to the rules and regulations of