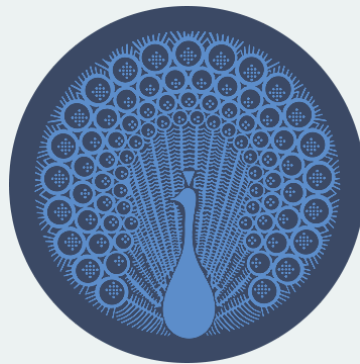


PEACOCK GAP

HOMEOWNER'S ASSOCIATION



Covenants, Conditions & Restrictions

This page is Intentionally left blank

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PEACOCK GAP HOMEOWNERS ASSOCIATION

(As Consolidated and Restated in 2025)

This Declaration of Covenants, Conditions and Restrictions of the PEACOCK GAP HOMEOWNERS ASSOCIATION ("Declaration" or "CC&Rs") is a revised and consolidated version of the following original and now superseded Declarations of Covenants, Restrictions, Agreements and Charges

Association	Recording Information
PEACOCK LAGOON, UNIT ONE	10/5/1962 #35811 Book 1618 starting at pg 200
PEACOCK LAGOON UNIT NUMBER II	2/7/1964 #4840 Book 1777 starting at pg 329
MARIN BAY UNIT NUMBER ONE	20/14/1960 #27791 Book 1406 starting at pg 526
MARIN BAY UNIT 2	10/5/1962 #35810 Book 1618 starting at pg 176

The above-referenced Declarations, together with any subsequent amendments are hereinafter referred to as "Former Declarations."

RECITALS

1. Legal Description.

This Declaration governs all of the real property and Improvements located in the County of Marin, described as:

- "MARIN BAY, UNIT NUMBER I" said map having been filed in the office of the County Recorder of the of County of Marin, State of California, on the 22nd day of September 1960, in [Map Book](#) 10, page 78, and
- "MARIN BAY UNIT 2-A", said map having been filed in the office of the County Recorder of the County of Marin, State of California, on the 17th day of July, 1962, in [Map Book](#) 11, page 25, and

- "PEACOCK LAGOON, UNIT ONE" said map having been filed in the office of the County Recorder of the County of Marin, State of California, on the 17th day of July, 1962, in [Map Book](#) 11, page 24; and
- "PEACOCK LAGOON UNIT NUMBER II", said map having been filed in the office of the County Recorder of the County of Marin, State of California on the 9th day of September 1962, in [Map Book](#) 11 at page 36; and

2. The Community.

There are 427 homes in Peacock Gap which is a planned development of Single Family Homes in four Neighborhoods: the Peacock Lagoon Unit 1 Neighborhood (97 homes), Peacock Lagoon Unit 2 Neighborhood (6 homes), the Marin Bay Unit 1 Neighborhood (232 homes (which includes 25 homes also known as Peacock Manor), and the Marin Bay Unit 2 Neighborhood (92 homes). Attached as Exhibit A is a site map generally depicting the Neighborhoods in the Community. It is included for convenient reference and not as part of any legal description.

3. This Restated Declaration.

The Association determined that its Former Declarations are outdated. Therefore the Owners have approved and recorded this Declaration which consolidates and supersedes the Former Declarations. This Declaration is intended to enhance and protect the value, enjoyment, safety, desirability and attractiveness of the Community.

4. Applicability of Restrictions.

As revised, these covenants, conditions and restrictions shall run with all properties in the Community and shall be binding on all parties having or acquiring any right, title or interest in any portion of the Community in the same manner as the Former Declarations, and shall be for the benefit of all Owners.

ARTICLE I – DEFINITIONS

The following terms, when shown in bold type throughout the Governing Documents, shall have the following meanings:

- **"Architectural Review Committee"** means the committee appointed by the Board to accept, review and make decisions regarding architectural alterations, as more fully described in [Section 6.3](#).
- **"Articles"** means the Articles of Incorporation of the Peacock Gap Homeowners Association, as amended from time to time.
- **"Assessment"** means Annual HOA Dues or a Special or Reimbursement Assessment made or assessed against an Owner and his/her/its Lot in accordance with the provisions of Article IV of this Declaration.

- **“Association”** means the PEACOCK GAP HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, its successors and assigns. The Association is a single entity that manages the Neighborhoods.
- **“Board”, “Board of Directors”, or “Board Members”** means the governing body of the Association.
- **“Bylaws”** means the Bylaws of the Association, as may be amended or restated from time to time.
- **“Community”** means all of the real property and Improvements of the Peacock Gap Homeowners Association and includes all Lots in each of the Neighborhoods.
- **“Declaration”** means this consolidated and restated Declaration and any further revisions or amendments. The term Declaration is interchangeable with the term "Covenants, Conditions and Restrictions" or "CC&Rs."
- **“Electronic Transmission to Association”** means a communication delivered by electronic mail address, respectively, which the Association has provided for that purpose. Any such Electronic Transmission to Association shall create a record that is capable of retention, retrieval, and review, and that may be rendered into clearly legible tangible form.
- **“General Member Notice”** means transmittal of notices, documents, or other communications to an Owner via first-class mail, or via email, or other electronic means. The Owner shall be responsible for maintaining his or her current addresses - mail and email (if applicable) - with the Association. The Association may, but shall not be required to, provide an undelivered communication by some other means. If a document is delivered by mail, delivery is deemed to be complete on deposit into the United States mail. If a document is delivered by electronic means, delivery is complete at the time of transmission.
- **“Governing Documents”** means collectively this Declaration, the Bylaws, Articles, rules, and any policies or guidelines approved and adopted by the Board, and any amendments to such documents.
- **“Improvements”** means everything constructed, installed or planted on property subject to this Declaration, including without limitation, buildings, structures, streets, fences, walls, retaining walls, paving, sidewalks, trails, paths, pipes, wires, utility lines, grading, drainage systems, landscaping, irrigation systems and other works of Improvement as defined in §8050(b) of the California Civil Code, excluding only those Improvements which are dedicated to the public or a public or quasi-public entity or utility company, and accepted for maintenance by the public, such entity or utility company.
- **“Individual Notice”** means transmittal of notices, documents, or other communications to an Owner via first-class mail. It also means via email, or other electronic means, provided that the Owner has agreed in writing to that method of delivery. The Owner shall be responsible for maintaining his or her current addresses - first class mail and email - with the Association. The Association may, but shall not be required to, provide an undelivered communication by some other means. If a document is delivered by mail, delivery is deemed to be complete on deposit into the United States mail. If a document is delivered by

electronic means, delivery is complete at the time of transmission. If a document or information is required to be "in writing", then the information provided must be in an electronic record capable of retention by the receiving Owner (i.e., able to be printed and/or stored).

- **"Lagoon Lot"** means any Lot delineated and numbered upon the Peacock Lagoon Unit One Map riparian to (i.e. situated on the bank of the lagoon) or extending into Peacock Lagoon. Provisions related to the Peacock Lagoon are addressed in [Exhibit B](#).
- **"Lot"** means any plot of land, whether improved or unimproved, shown on a recorded subdivision Map of one of the Neighborhoods in the Community. Each Lot specifically includes any and all Improvements on it, including the Residence itself.
- **"Map"** means the subdivision Maps identified in Recitals, Section 1, above.
- **"Member"** means every Person holding a membership in the Association and is synonymous with the term Owner.
- **"Neighborhood"** means all of the Lots in each of the areas that make up the Association, specifically:
 - the 97 Lots that make up the Peacock Lagoon Unit 1 Neighborhood
 - the 6 Lots that make up the Peacock Lagoon Unit 2 Neighborhood
 - the 232 Lots that make up the Marin Bay Unit 1 Neighborhood
 - the 92 Lots that make up the Marin Bay Unit 2 Neighborhood
- **"Occupant"** means an Owner, resident, guest, invitee, tenant, lessee, sublessee, or other Person in possession of a Lot.
- **"Owner"** means the owner of record in the chain of title, whether one or more Persons or entities, having a recorded fee simple title to or undivided fee interest in any Lot. This includes contract purchasers, but excludes Persons having any interest merely as security for the performance of an obligation. If title includes the name of a Trust, each Trustee is an Owner. If title is not held by a natural person or Trustee, the Board may adopt a policy defining "Owner" for purposes of use, residency and Board Member qualifications.
- **"Person"** means a natural person, corporation, partnership, trustee or legal entity. This term includes any Owner, Member, a family member, tenant, resident, guest or invitee.
- **"Public Authority"** means and refers to any city, county, state or federal governmental body or agency having competent authority to permit, regulate, enjoin or initiate any Improvement or activity within the Community.
- **"Policy"** means a written rule or guideline, consistent with the other Governing Documents, governing the use of the Property and the conduct of the Members and their guests, tenants or other Occupants on the premises. All policies must be distributed by General Member Notice to the Members for review at least 30 days prior to formal Board adoption.
- **"Residence"** means a dwelling structure used for human habitation on a Lot. The term Residence specifically includes any and all Improvements, both interior (including, for example, all fixtures, finishes & systems) and exterior.

- **“Voting Power”** means the ballots that can be cast by all 427 Lots.

ARTICLE II – PROPERTY RIGHTS

Section 2.1. Mutual and Reciprocal Covenants and Agreements.

All of the conditions, covenants, restrictions, agreements and charges contained in this Declaration are for the direct and mutual and reciprocal protection and benefit of each and every Lot shown on the Map, and are intended to create mutual and equitable servitudes upon each of the Lots in favor of each other Lot shown on the Map, and to create reciprocal rights and obligations between respective Owners of all of the Lots shown on the Map and to create a privity of contract and estate between the purchasers of the Lots, their heirs, successor in interest and assigns, and to operate as covenants running with the land for the protection and benefit of all other Lots subject to this Declaration.

Section 2.2. Easements.

There are easements as delineated on the Maps for all or any of the following purposes:

2.2(a) Utilities.

Service boxes, wires and conduits for the transmission of electricity for lighting, telephone and other purposes and for the necessary and related attachments

2.2(b) Sewers.

Public and private sewers, storm water drains; land drains and pipes, water and gas mains and pipes.

2.2(c) Other.

Any other method of conducting and performing any public or quasi-public utility or function over or beneath the surface of the ground.

2.2(d) Fences.

No permanent structure except a fence or similar windbreak shall be placed upon any easement.

Section 2.3. No Re-subdivision of Lots.

No Lot shown on any Map shall be subdivided.

Section 2.4. Owner's Obligation to Maintain and Repair.

2.4(a) Residence.

Each Owner of a Lot shall, at his or her sole cost and expense, maintain and repair all structures and Improvements upon the Lot, keeping the same in good condition and appearance at all times.

2.4(b) Landscaping.

Landscaping shall be kept trimmed, cut, mowed and watered as required to maintain the same in a neat and attractive manner and in compliance with guidelines from the Marin Municipal Water District. All portions of the Lot shall be kept free of rubbish, litter and debris. Each Owner shall

maintain the landscaping on his or her Lot so as to reduce the risk of fire as defined by the Marin Wildfire Prevention Authority. Major structural changes to front landscaping that significantly alter the appearance or drainage patterns shall require prior written approval from the Association, similar to an architectural change.

2.4(c) Biscayne Drive Wall and Landscaping.

Maintenance of the wall and landscaping along Biscayne Drive in the Marin Bay Unit 1 Neighborhood shall be at the expense of lots 19, 20, 24, and 25 as shown on the [Marin Bay Unit 1 Map](#).

2.4(d) Certain Driveways.

Lots 94 and 95 as shown on the Peacock Lagoon Unit One Map, Lots 103, 104, 111, 112, 121, 122, 128, 129, 135, 136, 184, 185, 193, 194, 203 and 204 as shown on the Marin Bay Unit 1 Map, and Lots 2 and 3 as shown on the Marin Bay Unit 2 Map are each provided with a way of access to a public street immediately contiguous with a similar and adjacent way of access provided to another Lot. Owners of these Lots are responsible to maintain, or maintain, jointly with the Owner of a Lot with a contiguous and parallel access to a public street, a center dividing and planting strip extending equidistant from the common property line. The center dividing and planting strip shall be cultivated with permanent and attractive planting. Upon each of the Lots numbered in this Section 2.4(d), no vehicular driveway greater in width than ten (10) feet shall be constructed or maintained. Adjacent to each of the driveways each Owner shall maintain permanent and attractive planting. Additionally, no vehicular driveway greater in width than ten (10) feet shall be constructed or maintained upon any of Lots 25, 68, 69, 73, 77 and 98 as shown on the Peacock Lagoon Unit One Map, Lots 148, 161, 197 or 209 as shown on the Marin Bay Unit 1 Map, and Lots 16, 24, 29, 34, 56, 58, 57 or 78 as shown on the Marin Bay Unit 2 Map. Permanent and attractive planting shall be installed maintained on both sides of any such driveway extending from the driveway to the property line.

2.4(e) Changes to Exterior Appearance.

Changes to the exterior of a Lot or Residence must comply with the provisions of Article VI of this Declaration.

Section 2.5. Destruction of a Lot.

Each Owner shall have the obligation to restore, rebuild or alter the Residence and other Improvements on his or her Lot damaged or destroyed by fire or other casualty to a condition consistent with the quality and appearance of the Neighborhood, or as otherwise approved by the Board.

ARTICLE III – AUTHORITY AND OBLIGATIONS OF THE ASSOCIATION

The Board shall have the authority to conduct the business of the Association, except as may be limited by the Governing Documents or the law. Where appropriate or necessary, the Board, in its sound discretion and for the benefit of all Owners, shall generally enforce the provisions of the Governing Documents . In addition to those powers and duties set forth in the Bylaws or elsewhere in this Declaration, the Board shall also have the following duties and powers:

Section 3.1 Community Enhancements:

The Association may undertake any project or matter which contributes to the general welfare, enjoyment or advantage of the Community, including expenditures for improvements or maintenance in areas within or around the Community.

Section 3.2. Median Improvements.

If not maintained by a Public Authority, the Association is authorized to be responsible for maintaining ornamental features within the median strips within the Community, including irrigation, trees, grass plots and planted areas.

Section 3.3. Enforcement of Lot Maintenance.

If the Board reasonably finds a Lot or dwelling exterior, including landscaping, diseased tree(s) and/or weeds, requires maintenance, repair or replacement of any component or condition for which the Owner is responsible, the Board may direct the Owner to perform the work. If the Owner fails or refuses to do so within a reasonable period of time, the Association may utilize the provisions of Article VII entitled Enforcement of Governing Documents. In extreme cases, such as, for example, serious weed abatement or securing an uninhabited building, the Association may cause the work to be performed and levy a Reimbursement Assessment as defined in Section 4.1(c). The Association may also utilize the provisions of Section 6.8(c) entitled "Association Options for Abating Continuing Nuisances."

Section 3.4 Professional Services:

The Association may, as deemed prudent by the Board, procure and pay for professional services, including management, engineering, legal and accounting.

Section 3.5 Insurance.

The Association shall procure and maintain a comprehensive public liability policy insuring the Association, its agents, and the Owners against liability incident to the use of any Association-maintained real or personal property. If available and financially practicable, the Association shall procure and maintain Director and Officer liability insurance. The Association may also procure and maintain Worker's Compensation insurance to the extent necessary to comply with applicable laws, or any greater amount as the Board deems necessary, and any other insurance deemed necessary or appropriate by the Board.

Section 3.6. Documents and Information Relating to Sale.

Prior to the transfer of title to a Lot, the transferring Owner shall provide the prospective new owner with a copy of the Governing Documents. Upon request, the Association will provide such documents to the transferring Owner by Individual Notice.

Section 3.7. Budgets:

Annually, between thirty (30) and sixty (60) days before the start of the new calendar year, the Board shall deliver to the Owners a copy of the proposed budget for the upcoming calendar year.

Section 3.8. Other Obligations of the Board.

The Association shall procure and pay for any other goods, materials, supplies, labor, services, insurance, taxes, assessments or community events which the Board is authorized to secure or pay for pursuant this Declaration or by law, or which is reasonably necessary in the discretion of the Board for the convenient and appropriate operation of the Community.

Section 3.9. Manager:

The Board may delegate the daily management duties to a manager or management company who is subject to the direction and control of the Board.

Section 3.10. Policies:

3.10(a) Policy Making Power.

The Board, with notice to the Owners, may adopt policies to address any omission, ambiguity or conflict in the provisions of the Declaration; provided however, that such policies shall not be in conflict or materially inconsistent with any applicable provision of the Articles, Bylaws or Declaration. In the event of any such conflict in a discretionary policy, the provision contained in the Declaration, Bylaws or Articles shall be deemed to prevail.

3.10(b) Breach of Rules and/or Policies.

Any breach of the rules and/or policies shall give rise to the rights and remedies set forth in [Article VII](#).

Section 3.11. Variances.

The Board may, upon majority vote of a quorum of Board Members (but not less than 6), allow reasonable variances and adjustments of the Governing Documents, including this Declaration, in order to overcome difficulties and prevent unnecessary hardships in the application of these provisions. However, such variances shall only be granted which conform to the intent and purposes of this Declaration. Further, in every instance such variance or adjustment will not be materially detrimental or injurious to any other Owner's property or Improvements within the Community. The Board may, in its sole discretion, impose limitations on any variance granted, including terms, conditions and duration. Where notice of a request for a variance has been given to Owners potentially affected, and such Owner or Owners fail to object (according to the terms of the notice), that Owner shall be barred from later contesting the decision of the Association. A written record must be kept by the Owner and any successor of all such requests, proceedings and approvals. If no such record is available, there shall be a presumption that this section does not apply to any issue or dispute.

ARTICLE IV – ASSESSMENTS

Section 4.1. Assessments Generally.

Each Owner, by acceptance of a deed or other ownership interest, has and continues to covenant and agree to pay Assessments to the Association, together with interest, late charges, costs, and legal fees. Each such Assessment and related charges shall also be a joint and several personal obligation of each Person who holds an ownership interest in such property at the time when the Assessment becomes due and payable. All delinquent Assessments shall be subject to the provisions of [Section 4.3](#) below.

4.1(a) Annual HOA Dues.

The Board shall establish for each fiscal year a Annual HOA Dues in an amount to be allocated equally among all Lots. If no Annual HOA Dues are established, the prior year Annual HOA Dues shall apply. The Annual HOA Dues shall be due and payable on the first day of January and be delinquent if not received by the Association by the first day of April each year.

4.1(b) Special Assessments.

Special Assessments shall be allocated in the same manner as Regular Assessments, unless otherwise determined by the Board for good cause. The Lagoon Lot Owners may also decide among themselves to levy a Lagoon-related Special Assessment applicable only to the Lagoon Lots. ([See Section 4.2\(b\).](#))

4.1(b)(1) Special Assessments may be levied for the purpose of defraying, in whole or in part, actual or estimated revenue shortfalls or such other purposes as the Board deems appropriate, subject to the Assessment level increase provisions of [Section 4.2](#) below.

4.1(b)(2) Special Assessments may be approved, but implemented over months or more than one (1) year. However, each such increment approved at a point in time shall be levied, due and payable, independent of all other increments. Special Assessments shall be due as set forth in the Notice of Levy of Special Assessment (see [Section 4.2\(c\)](#) below).

4.1(c) Reimbursement Assessments.

4.1(c)(1) A Reimbursement Assessment is a charge against any Owner (and/or tenant) and the Owner's Lot for monies paid by the Association on behalf of such Owner (and/or tenant). It may be levied by the Board under any of the following circumstances:

4.1(c)(1)(i) where there is a violation of the Governing Documents or other misconduct by any Owner, or the tenants, guests, agents, employees, licensees, or invitees of an Owner.

4.1(c)(1)(ii) when a condition created or caused by an Owner or Owner's predecessor in interest has required or will require the Association to spend money (including incurring attorneys' fees or other costs).

4.1(c)(1)(iii) under any of the following circumstances:

4.1(c)(1)(iii)(a) if a fine or penalty has been imposed by a third party against the Association (for example, a government fine as a result of actions by Owner); by mutual agreement between an Owner and the Association.(for example, a government fine as a result of actions by Owner); or

4.1(c)(1)(iii)(b) by mutual agreement between an Owner and the Association.

4.1(c)(2) Unless otherwise agreed between Owner and Association, prior to levying a Reimbursement Assessment, the Association must provide the individual with due process pursuant to [Article VII, Section 7.4](#).

4.1(c)(3) A Reimbursement Assessment shall be due and payable to the Association when levied or at such later time as may be set. If a Reimbursement Assessment is levied and paid before all or any portion of the costs have been incurred by the Association and the amount paid exceeds the costs actually incurred, the Association shall promptly refund the excess to the Owner. If actual costs exceed the amount levied but not yet paid, the Association shall notify the Owner of the additional amount due and the Owner shall reimburse the Association within 30 days. When a Reimbursement Assessment is levied, it may be asserted and/or collected in the same manner as regular Assessments, including a lien.

Section 4.2. Assessment Level Increases.

4.2(a) Approval of Board of Directors.

The Board may impose an increase to the Annual HOA Dues up to and including no more than three percent (3%) in any one year or the amount of the largest increase in the CPI (as produced by the U.S. Department of Labor's Bureau of Labor Statistics) in any particular year since the date of the last Assessment Increase, whichever is less. Levy of a Special Assessment requires approval of the Owners as set forth in [Section 4.2\(b\)](#) below.

4.2(b) Approval of the Owners.

Assessments may be increased above the amounts set forth in [Section 4.1\(a\)](#) above only with the approval of a majority of all Owners. For Regular and Special Assessments, approval shall be by a majority of the Voting Power of the Association

4.2(c) Notice.

The Association shall provide notice to Owners of any Special Assessments or increase in the Regular Assessment, not less than thirty (30) days prior to the Assessment becoming due. Such written notice may be delivered to Owners by Individual Notice.

Section 4.3. Enforcement of Assessments.

4.3(a) Delinquency.

If an Assessment is delinquent, the Association may require payment of all of the following:

4.3(a)(1) reasonable costs incurred in collecting the delinquent Assessment, including reasonable attorney's fees;

4.3(a)(2) interest on all sums imposed (including the delinquent Assessment, reasonable fees and costs of collection, and reasonable attorney's fees) at the maximum legal rate , commencing thirty (30) days after the Assessment becomes due.

4.3(b) Returned Checks and Other Charges.

An Owner who issues a check to the Association which is returned for any reason shall pay a reasonable charge set by the Association for processing such check. If the check cannot be negotiated, payment shall be demanded in accordance with California Civil Code §1719, which is entitled "Treble Damages for Failure to Pay Amount of Dishonored Check." Additionally, Owners shall reimburse the Association for any insufficient funds or other costs incurred in Automated Clearing House (ACH) transactions.

4.3(c) Lien.

If an Owner fails to pay any Assessment, the Association may consider all such amounts, plus any costs of collection, late charges and interest, as a "lien" on the Owner's Lot and the Association shall maintain accounting records for all amounts that remain unpaid. The Association may cause a Notice of Delinquent Assessment to be recorded with the Marin County Recorder, but failure to do so shall not release the Owner from liability related to such amounts that are unpaid. An Association "lien" shall survive the sale or transfer of a Lot, except in the event of a foreclosure by a senior interest.

4.3(d) Other Recourse.

4.3(d)(1) The Association may bring an action at law against the Owner personally obligated to pay the delinquent Assessments.

4.3(d)(2) Further, the Association may exercise any and all legal rights it may also have to cause the collection of delinquent Assessments.

Section 4.4. Grantee Liability.

4.4(a) Voluntary Conveyance.

Where an Owner voluntarily conveys part or all of that Owner's interest in a Lot, the Person acquiring the interest takes subject to all Assessments and charges (delinquent or not) outstanding against the Lot at the time of the conveyance. Upon written request of an Owner, the Association shall provide a true statement in writing from an authorized representative of the Association as to any Assessments and/or other charges levied upon the Owner's Lot which are unpaid on the date of the statement. The statement shall also include true information on late charges, interest, and costs of collection which, as of the date of the statement, are or may be made a lien upon the Owner's Lot.

4.4(b) Conveyance by Foreclosure.

In the event of a foreclosure of a first mortgage by trustee sale, unless otherwise provided by law, the Person acquiring title, and his or her successors and assignees, shall not be liable for Assessments chargeable to such Lot which became due and payable prior to the acquisition of title by such acquirer. In lieu of a foreclosure by Trustee Sale, a first mortgage holder, with the consent of the Association, can accept a deed in lieu of foreclosure that relieves it of some or all of the delinquency that occurred prior to the deed in lieu of foreclosure.

Section 4.5. No Waiver or Offset.

No Owner may exempt himself or herself from personal liability or release his or her Lot from liens and charges by waiver of any Owner rights or by abandonment or non-use of any Lot. As provided for by law, Owners cannot use any homestead or other exemption to avoid the obligation to pay Assessments . No offsets or deductions against any Assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

ARTICLE V - USE RESTRICTIONS

The Community shall be occupied and used as follows:

Section 5.1. Use of Lots.

No Lot shall be occupied and used except for residential purposes by the owners, their family members, their domestic employees, their caregivers, and/or social guests, except as provided for in [Section 5.15](#).

Section 5.2. Animals.

No wild animals, livestock, poultry or exotic pets of any kind shall be raised, bred, or kept in any Lot, except that a reasonable number of common household pets may be kept in Lots, subject to any rules and regulations adopted by the Board and local laws.

Section 5.3. Clothes Lines.

No clothing, linens, rugs, or other similar articles shall be hung or otherwise arranged for drying or airing upon any portion of a Lot which is visible from the ground level of any adjacent Lot or the street.

Section 5.4. Drilling of Wells.

No well for the production of, or from which there is produced water, oil, or gas or any other mineral substance shall be dug or operated on any Lot. Above-ground fuel storage on the Lot shall be limited to: standard propane tanks for outdoor cooking equipment or heaters (typically 20 lbs), UL-approved containers for gasoline or similar fuels for lawn equipment or emergency generators, not to exceed 10 gallons total.

Section 5.5. Excavations.

No excavation for stone, gravel, sand or earth shall be made on any Lot. The Association may grant a revocable permit granting an Owner the right to excavate for the purpose of building basements, cellars, swimming pools.

Section 5.6. Exterior Lighting.

Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent Lots. Addition of or alteration to exterior lighting which may impact neighbors shall require the consent of the Association.

Section 5.7. Exterior Fires.

No fires shall be started or maintained upon any Lot, except within a fireplace or a cooking stove, barbecue grill, oven or pit, or commercially manufactured outside heaters. No trash, garbage or rubbish shall be disposed of at any time by incineration.

Section 5.8. Fences and Walls.

5.8(a) Fences.

No chain link fence shall be installed on a Lot without the prior written consent of the Association or as may be required by local, state or federal law enforcement. No fence or wall shall be erected or maintained on any Lot if it unreasonably obstructs or impairs the view from any other Lot.

5.8(b) Restrictions.

Construction of a wall or fence in the front yard of a Lot is permitted only if:

- 5.8(b)(1) it conforms to City of San Rafael height restrictions;
- 5.8(b)(2) conforms to the setback requirements in [Section 6.4\(e\)](#); and
- 5.8(b)(3) it has been approved in advance by the Association, as provided in [Section 6.1\(a\)](#).

Section 5.9. Illegal Acts.

Any violation of state, federal or local law shall also constitute a breach of the Governing Documents and may, at the option of the Association, be enforced as such.

Section 5.10. Front Yard Landscaping.

No portion of any Lot between the street line and the Residence shall be used for the planting or growing of garden vegetables or cannabis. Any substantial change in front yard landscaping shall not take place until plans and specifications therefor have been approved in writing by the Architectural Review Committee, as set forth in Article VI. (See also [Section 5.22 below](#).)

Section 5.11. Local Ordinances.

For any use restrictions which may apply to the Community as set forth in the Governing Documents, there may also be City ordinances or State law which apply. In the event of overlap or conflict between the two, the more restrictive shall be applied. Regardless, the Association may defer to the City to enforce ordinances or other laws.

Section 5.12. Nuisance.

No noxious or offensive activity shall be carried on in any Lot or anywhere in the Community, nor shall anything be done which may be or become an annoyance or nuisance to the other residents. Nuisance may include, for example, barking dogs, amplified sound systems, a visual blight, any loud, noxious, odorous, destructive or offensive activity or anything which causes significant embarrassment, disturbance or annoyance to others. Some activity at inappropriate times may constitute a nuisance. Because a nuisance is largely subjective, the Association is not obligated to become involved in such disputes except as follows: If the nuisance is such that it disturbs more than

one household, the Association shall take appropriate action to abate the nuisance if the affected Occupants request in writing that action be taken by the Board. The Board has discretion as to what action is appropriate to the nuisance. If the nuisance is such that it only disturbs a single household, then the disturbance may not be sufficient to require intervention by the Association and the two parties may be directed to resolve their dispute by Alternative Dispute Resolution as provided for in [Section 7.3\(c\)\(2\)](#). The Association has the authority to elaborate with examples and pass rules addressing such activity. If the parties are unable to resolve their dispute pursuant to [Section 7.3\(c\)\(2\)](#), then the parties must bring the issue before the City of San Rafael.

Section 5.13. Parking and Vehicles.

5.13(a) Vehicle Type Restrictions.

No Person shall park, store or keep any large commercial type vehicle, bus, any recreational vehicle (camper unit, motor home, trailer, boat trailer, mobile home or other similar vehicle), boats, commercial equipment, or any vehicle other than a private passenger vehicle on exterior areas of any Lot. The only exceptions are campers, boats or other recreational vehicles which may be parked on or near a Lot for the purpose of loading and unloading or cleaning for a period not to exceed 48 hours. Pick-up trucks and camper trucks, when used for everyday-type transportation (and not used for commercial purposes), are permitted. The Board may adopt rules to further refine or supplement this section.

5.13(b) Other Limitations.

5.13(b)(1) Parking on any landscaped area is not permitted.

5.13(b)(2) There shall be no repairs or restorations of any motor vehicle, boat, trailer or other vehicle within the Community, except wholly within a garage, or completed within 72 hours, unless approved by the Board.

5.13(b)(3) No vehicle which emits extraordinary levels of exhaust pollution or noise, as determined by the Board, shall be operated within the Community.

5.13(b)(4) Vehicles must display a current registration and be operable. Vehicles parked outside must be maintained in such a condition that they do not create a visual nuisance.

5.13(b)(5) Per City ordinance, vehicles or other property parked continuously for a period of seventy-two (72) hours or longer in any seven (7) day period may be tagged and subject to towing.

Section 5.14. Rental or Lease of Lots.

It is the intent of this section to protect, enhance and maintain the residential atmosphere which exists within the Community and to avoid occupancy of Residences for short periods of time or by an unreasonable number of individuals. No 'timeshare' or transient use arrangements are permitted, whether by way of rental, lease or sale. (This includes uses related to companies such as AirBnB or VRBO which require a majority vote of the Board). No Owner is permitted to lease his or her Lot to a person or company who would then sublet to others for transient or short term use. No less than the entire Residence shall be rented or leased except that an Owner who remains a

full-time resident can have a roommate or an Owner may rent directly to two individuals. The initial period of the rental or lease shall not be less than thirty (30) days.

Section 5.15. Restriction on Businesses.

No trade or business shall be conducted on or from any Lot, except for professional, or administrative-type work, provided there is no external evidence and, if the Board adopts a related policy, it is conducted in accordance with that policy. In no event shall a business be conducted which will (a) have a measurable negative impact on neighbors, (b) increase vehicle or foot traffic within the Community or to the Lot, (c) adversely affect or increase the cost of Association insurance, or (d) interfere with the primary use of the Lot as a Residence. The City of San Rafael Home Occupation Ordinance shall apply and, in the event of overlap or conflict, the more restrictive shall be applied.

Section 5.16. Satellite Dishes and Antennae.

The Board may adopt reasonable guidelines and rules regulating the installation of antennae and satellite or other receiving dishes. Any such provisions must conform to applicable law.

Section 5.17. Signs and Flags.

All permitted displays shall comply with any applicable City ordinances and shall not be permitted to become a visual blight or nuisance, such as through weather-related or other deterioration. Commercial signs are not permitted, with the exception of one "For Sale" or "For Rent" sign per Lot or home improvement provider signs may be displayed for up to 90 days. A small alarm service sign shall not be deemed commercial in this context. The Board may adopt reasonable rules or policies on the overall subject, including the type, appearance, size location and duration of permitted signs and flags. Enforcement shall be limited to instances in which such action does not violate any law or regulation governing the display of signs, posters, flags or banners.

Section 5.18. Solar Energy Systems.

The Board may impose reasonable restrictions or adopt reasonable guidelines addressing the installation of solar energy systems on Lots by Owners. Such guidelines must conform to applicable law.

Section 5.19. Storage.

Owners may not store quantities of manure and/or composting materials which may become a nuisance to surrounding neighbors. No building material of any kind or character shall be placed or stored upon any Lot until the Owner is ready to commence Improvements. All equipment, wood piles, or storage piles shall be kept screened and concealed from the view of the other Lots or from any adjacent street. The front yard of a Lot may not be used to store personal items of any kind. Moving pods and debris boxes are permitted for limited periods of time. The Board may adopt rules to further supplement this section.

Section 5.20. Temporary Structures.

No garage, carport, out-door privy, shack, tent, trailer, boat, recreational vehicle, camper or temporary structure placed or maintained on any Lot shall at any time be used as a Residence.

Section 5.21. Trash Disposal.

All rubbish, trash and garbage shall be regularly removed from each Lot, and shall not be allowed to accumulate. Discarded items may not be left in the front of a Lot except for scheduled pickup. Trash, garbage, recycling, and other waste shall be kept in covered, sanitary containers. Except on collection days, containers should not be visible from neighboring properties, and should be returned promptly after collection. Discarded items may not be left for pick up by charitable or commercial organizations earlier than the evening prior to a scheduled pick up.

Section 5.22. Trees and Views.

No Person shall plant, maintain, or permit to grow any tree, hedge, or other planting which unreasonably obstructs the view from, or sunlight reaching, the primary living area or active use area of any other Lot. In the event of any dispute arising between Owners and concerning a tree or view issue, the affected neighbors shall utilize the Mediation/Arbitration provisions described in Article VII, Section 7.3(c)(2). The view protected by this section is limited to (i) views of Mt. Tamalpais, San Francisco, San Pablo Bay, San Francisco Bay, Peacock Gap Golf and Country Club, neighboring hills, and the lagoon located within the Neighborhoods; and (ii) the view as it existed when the Lot was acquired by the Owner as documented by any party at the time of purchase by the Owner. The view protected by this section is not intended to be a completely unobstructed or unimpeded panorama of the listed scenes or vistas.

ARTICLE VI – ARCHITECTURAL CONTROL

Section 6.1. Architectural Approval.

6.1(a) Consent.

It is the intent of this section to protect, enhance, and maintain the residential character which exists within the Community. Prior to undertaking (i) construction, assembly or installation of a new structure upon a Lot, and/or (ii) any additions or substantial modifications to the exterior Improvements on a Lot, undertaking re-landscaping of the front yard of a Lot, the Owner shall obtain the prior written consent of the Association. Examples of new structures include, but are not limited to, accessory buildings, garages, fences, tennis courts, and swimming pools. This includes changes in house color or other alterations which change the aesthetic appearance. It also includes changes to the footprint, height and roof lines of the Residence. Routine maintenance, repairs, or replacements that do not alter the original design, appearance, or structure of the property do not require approval. Pre-Approval guidelines for alterations, including color palettes, may be approved and distributed by the Committee at any time, directing changes that do not require approval.

6.1(b) Omitted

6.1(c) Timing.

Consents of the Association required in this [Section 6.1](#) must be obtained by the Owner not less than 30 days prior to the initiation of work on the Residence or Lot. The Owner may request expedited approval as needed.

Section 6.2. Omitted.

Section 6.3. Architectural Review Committee.

The Architectural Review Committee shall be composed of not more than five (5) Owners appointed by the Board. At least one Committee member shall be a Board Member. If a decision on an application has been rendered by the Architectural Review Committee, there is a right of appeal to the Board. The determination of the Board is final. A written explanation for such determination shall be provided to an Owner upon request. Members of the Architectural Review Committee shall not receive any compensation for services rendered. The Board may approve reimbursement to Architectural Review Committee members for reasonable out-of-pocket expenses incurred by them in connection with the performance of any Architectural Review Committee functions. The Board shall always maintain the ultimate authority to overrule the Architectural Review Committee.

Section 6.4. Architectural Procedures/Guidelines.

The Board may adopt rules to be used to address architectural alterations, and may require a reasonable application review fee, to be paid by the applicant at the time of the filing of an application.

6.4(a) Residences.

No Lot may have more than one (1) Residence, and no Residence may be converted to a duplex or put to other multiple and separate occupancy use without majority vote approved by the Board.

6.4(b) Lot Mergers.

In the event a single Owner owns two adjacent Lots, any plan to merge the two Lots into one residential Lot shall require prior written approval from the Association. Any such merged Lot will still be considered two Lots for purposes of voting and payment of Assessments.

6.4(c) Height.

No Residence may be more than two (2) stories in height. The two (2) stories, including the floor joists between them, shall not exceed twenty-two (22) feet in height from the top of the floor of the first story to the underside of the ceiling of the second story. The vertical distance from the average surface grade of that portion of the lot covered by the dwelling house to the topmost point of the roof shall not exceed thirty (30) feet, provided, however that the topmost point of a mansard roof shall, for the purpose of this Section, be considered the apex of the roof. The Association may, in the exercise of its discretion, limit the height of any Residence to a height of less than thirty (30) feet in the event that such a limitation shall be deemed to be necessary to preserve to other Lots or Residences an unimpeded line of sight for view. A Residence may contain a basement, provided that the main floor is set at the level of the surface grade of the premises on which it is erected.

6.4(d) Front Yards.

Concrete slabs and pads that are not related to "hardscape" or or a driveway connecting the garage to the street and pedestrian paths for normal access to the Residence, are expressly prohibited in the areas in front of the Residence between it and the front property line unless behind a permitted fence. Such prohibition applies to all areas in front of the Residence line as it is extended to the side property lines.

6.4(e) Set Backs.

The following set backs shall be observed for all structures:

	Front	Side	Rear	Corner Lots
Peacock Lagoon Unit One	15'	5'	15'	10'
Peacock Lagoon Unit II	10'	5'	15'	10'
Marin Bay Unit 1	15'	5'	15'	15'
Marin Bay Unit 1, Lots 1-48	15'	5'	25'	15'
Marin Bay Unit 2	15'	5'	15'	10'
Marin Bay Unit 2, Lots 86-102	15'	5'	25'	10'

The City of San Rafael Planning Division regulations shall apply, and in the event of overlap of conflict, the more restrictive shall be applied.

6.4(f) Completion.

Once started, an exterior alteration project must be completed in a timely and expeditious manner. Construction debris must be regularly removed and the job site kept orderly.

Section 6.5. Deemed Approval of Alteration on Lot.

The Committee shall approve, disapprove or request additional information on all applications by an Owner for an alteration on an Owner’s Lot within thirty (30) days of receipt of a complete written submission. In the event that the Architectural Committee fails to act upon any application for approval, the applicant may deliver a written demand for action to the Chairperson of the Committee and to the President of the Board. The demand shall recite the date upon which the documents were submitted and shall demand that the Association either approve or disapprove the application. If the Association fails to request additional information, approve or disapprove the application within fifteen (15) days of the date of service of the demand, approval shall be deemed granted. Nevertheless, no such “deemed approval” shall limit the right any other Owner may have under this Declaration or otherwise with respect to the proposed alteration.

Section 6.6. Non-Waiver.

It is acknowledged that over time, Board Members change, aesthetic standards change, conditions vary, experience with materials and configurations broadens, and community preferences change. Given that standards may evolve over time, it is acknowledged that past approvals are no assurance of current or future approvals for similar alterations. This evolution of standards does not make the exercise of discretion arbitrary or selective. It is the goal of the Association to maintain consistency in aesthetic decisions within a reasonable time period. However, approval of any application or alteration shall not be deemed a waiver of any right to deny or approve any similar application or alteration.

Section 6.7. Liability.

The Board, Board Members and/or the Architectural Review Committee shall not be liable to the Association or any Owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications.

Section 6.8. Architectural Enforcement.

6.8(a) Notice of Noncompliance.

If the Board has determined that an Owner is not in compliance with the architectural procedures, standards or conditions of approval, then the Board may send notice of such noncompliance to the Owner. The notice of noncompliance shall include a specific description of the architectural violation, as well as a proposed remedy and/or course of action. For purposes of this section, noncompliance includes, but is not limited to, failure to obtain Association approval, failure to follow the approved plan (including any conditions), failure to comply with architectural guidelines, and/or failure to properly maintain Improvements.

6.8(b) Hearing and Determination.

Prior to taking any disciplinary action against an Owner for an apparent architectural violation, the Association shall provide the Owner with due process pursuant to [Article VII, Section 7.4](#). If the Board finds that there is no valid reason for the continuing noncompliance, the violation shall be deemed a continuing nuisance, and the Board may require the Owner to remedy or remove the unapproved architectural alteration.

6.8(c) Association Options for Abating Continuing Nuisances.

If the Owner does not comply with the Board's ruling within any period specified or within any extension of such period as the Board, in its discretion, may grant, the Board may utilize the general enforcement provisions of this Declaration, including removal of the noncomplying Improvement or remedying the noncompliance. The costs of any such action(s) shall be levied against the Owner as a Reimbursement Assessment.

ARTICLE VII – ENFORCEMENT OF GOVERNING DOCUMENTS

Section 7.1. Violation.

A violation of the Governing Documents shall be defined as a single act or omission occurring on a single day, over an uninterrupted period of time or a pattern over time. Further, any violation of the Governing Documents shall be deemed a nuisance. Any activity or condition which constitutes a public or private nuisance shall also be deemed a violation. If the detrimental effect of a violation continues for additional days, discipline imposed by the Association may include one component for the violation and, according to the Association's discretion, a per diem component for so long as the detrimental effect continues. Similar violations over an extended length of time may justify cumulative imposition of disciplinary measures. The Association shall have the right to take reasonable and prompt action to mitigate, repair or avoid the continuing damaging effects of a violation or nuisance occurring within the Community at the cost of the responsible party.

Section 7.2. Jurisdiction.

The Association shall have jurisdiction over any Person in the Community or with rights in the Community and any real and/or personal property in Peacock Gap. This jurisdictional authority shall be subject to the terms, conditions and safeguards provided in the Governing Documents. Owners shall be liable for Governing Document violations by tenants, lessees, other residents, guests or invitees (including the guests or invitees of tenants or lessees).

Section 7.3. Enforcement Options.

In the event of a breach or violation of any of the Governing Documents by any Person, the Board, for and on behalf of all other Owners, may enforce compliance with the Governing Documents through the use of such remedies as are deemed appropriate by the Board and available in law or in equity, including, but not limited to, the following:

7.3(a) Suspension of Rights.

The Board may suspend the voting rights of an Owner. Suspension of voting rights shall not affect the numerical total of "Voting Power."

7.3(b) Fines.

The Association may implement a schedule of reasonable fines and penalties for breaches of the Governing Documents that are common or recurring in nature and for which a uniform fine schedule is appropriate (such as architectural violations). If such a fine policy and schedule is adopted by the Association, the Association shall distribute it to each Owner. In imposing any fine, the Association, in its sole discretion, may choose to suspend some or all of the fine for a period of time pending compliance with a directive of the Association.

7.3(c) Alternative Dispute Resolution (ADR).

In the event of a dispute arising out of the Governing Documents, there are several dispute resolution tools available to Owners and the Association. With the exception of a Small Claims suit, some form of Alternative Dispute Resolution (ADR), similar to that contained in the Davis-Stirling Common Interest Development Act or such other form of ADR as may be agreed upon, must be attempted before filing a legal action.

7.3(c)(1) Owner and Association Disputes.

7.3(c)(1)(i) In the event of a dispute between an Owner and the Association, prior to filing legal action, the parties shall attempt to resolve the dispute in accordance with procedures adopted by the Board.

7.3(c)(1)(ii) In the event of a dispute between an Owner and the Association that isn't resolved through procedures above, the parties shall attempt to resolve such dispute by mediation before any formal action is filed or initiated. The cost of the mediator shall be shared equally.

7.3(c)(2) Owner-to-Owner Disputes: Mediation/Arbitration.

In the event of a dispute between Owners related to the Governing Documents, the affected Owners shall first attempt to resolve any such dispute by mediation. The cost shall be shared equally amongst the parties. If the parties cannot agree on a mediator to provide this

service, any party may request the president of the Marin Bar Association to identify a local low cost mediation service provider and such designation shall be binding. If mediation fails and the dispute continues, the parties shall proceed with binding arbitration administered by the American Arbitration Association and in accordance with the applicable procedures established by that organization. In any proceeding under this subsection, the Association may file with the mediator or arbitrator a statement expressing the position of the Association with respect to the dispute.

7.3(d) Legal Action.

Preserving the character, quality and appearance of the Peacock Gap Community is an important goal of this Declaration. This goal includes the preservation of aesthetics and the quiet enjoyment of each Residence. With the exception of nonpayment of any Assessment, the recovery of dollar damages for any violation of the Governing Documents is an insufficient remedy. Enforcement of the Governing Documents against any Owner or Occupant may be undertaken by appropriate legal proceedings instituted by any Owner, the Association, or both. No action shall be filed by an Owner or the Association unless or until there is compliance with the Alternative Dispute Resolution provisions of this Declaration. Legal proceedings may include the following:

7.3(d)(1) an action for mandatory injunction (a court order or judgment which requires someone to do something);

7.3(d)(2) an action for prohibitory injunction (in which the court prohibits specified behavior);

7.3(d)(3) an action for declaratory relief (such as interpretation of any provision of the Governing Documents); and/or

7.3(d)(4) a claim for damages, including prospective costs and costs actually incurred in obtaining compliance.

7.3(e) Correction of Violations

The Association shall have the right to enter any Lot to gain compliance with the Governing Documents, including but not limited to the following:

7.3(e)(1) If the Association reasonably finds a Lot requires maintenance, repair or replacement of any component or condition for which the Owner is responsible, the Board may direct the Owner to perform the work. If the Owner fails or refuses to do so and the condition negatively affects the Neighborhood safety, aesthetics, value or quiet enjoyment of other properties, then the Association may, after notice to the Owner, utilize these provisions, and cause the work to be performed. This may include, for example, fire hazard/weed abatement or necessary drainage work.

7.3(e)(2) The Association shall have authority to enter a Lot to cause the removal or remediation of a situation as identified in [Section 7.3.\(e\)\(1\)](#). This power does not relieve the Association of its duty to comply with the due process and notice requirements of the Governing Documents unless there is immediate peril to persons or property.

7.3(f) Imposition of Reimbursement Assessment.

The Association may levy a Reimbursement Assessment as provided for in [Section 4.1\(c\)](#) of this Declaration to cover the costs for any actions taken by the Association pursuant to [Section 7.3\(e\)](#).

7.3(g) Referral to Public Authority.

The Association, in its sole discretion, may refer any enforcement action to the appropriate Public Authority with jurisdiction, such as the police department, fire department, health department or other proper agency.

Section 7.4. Implementation.

Prior to taking enforcement action against an Owner, the Association must provide the Owner with due process as set forth in this [Section 7.4](#).

7.4(a) Notices.

Notices and requests must be in writing and may be delivered to Owners by personal delivery or Individual Notice. Notices from the Association must be sent at least 10 days prior to any hearing and shall include at a minimum, the date and time for the meeting at which the Board will consider disciplinary action, a brief description of the action or inaction constituting the alleged violation, and a statement that the Owner has a right to attend the meeting and may address the Board.

7.4(b) Hearing.

With a quorum of the Board present, the Board shall review the facts and determine whether or not a violation has occurred and, if so, what action shall be taken. Action may include a directive to the Owner and/or resident, levy of a Reimbursement Assessment and/or imposition of a fine. The Owner or the Association may require that the hearing be conducted in Executive Session (i.e., a closed meeting of the Board which Owners do not have the right to attend, with the exception of the Owner being considered for discipline. Minutes of executive session meetings shall be kept confidential by the Board.)

7.4(c) Statement of Decision.

The Association shall provide written notice of the outcome of the hearing to the Owner within fifteen (15) days following the hearing.

Section 7.5. Miscellaneous.

7.5(a) Cumulative Remedies.

The respective rights and remedies provided by this Declaration or by law shall be cumulative. The exercise of any right(s) or remedy(ies) shall not affect the exercise, at the same or at different times, of any other rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration.

7.5(b) Non-Waiver.

The failure of any Owner, the Board, any Committee, or the Association or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

7.5(c) Rules re: Disciplinary Proceedings.

The Association shall be entitled to adopt rules and/or policies that further the efficient conducting of disciplinary proceedings. Such rules and/or policies shall form a part of the Governing Documents.

7.5(d) Noncompliance with Procedure.

Failure by the Association to technically comply with these procedures, or any rules or policies adopted, shall not be fatal to the process so long as there is no significant prejudice to the Person who has been charged with a violation. Appearance at a hearing shall constitute a waiver of any defect in notice.

7.5(e) Owner Standing.

Any Owner shall have the right to go to court to directly enforce the architectural and use restrictions and provisions of this Declaration. This section does not limit any other rights or enforcement options an Owner may have.

7.5(f) Fees and Costs of Enforcement.

The Association shall be entitled to its actual legal fees and costs incurred in the enforcement of the Governing Documents, and other costs and may levy the same as a Reimbursement Assessment. (Recovery of fees and costs related to delinquent Assessments are addressed in [Article IV.](#))

ARTICLE VIII – GENERAL PROVISIONS

Section 8.1. Severability.

Should any provision in this Declaration be void or become invalid or unenforceable in law or in equity by judgment or court order, the remaining provisions shall be and remain in full force and effect.

Section 8.2. Interpretation.

The provisions of this Declaration and the other Governing Documents shall be liberally construed to effectuate their purposes .

Section 8.3. Term of Declaration.

The provisions of this Declaration shall continue and be effective until January 1, 2026, after which date this Declaration shall be automatically extended for successive periods of ten (10) years, until it is terminated by the Owners in accordance with the law. This Declaration may be amended as provided below.

Section 8.4. Amendment.

This Declaration may be amended by approval of the Board, plus a majority of the total Voting Power of the Association.

Section 8.5. Document Hierarchy.

To the extent of any conflict between the Articles and the Declaration, the Declaration shall prevail. To the extent of any conflict between the Bylaws and the Articles or Declaration, the Articles or Declaration shall prevail. To the extent of any conflict between any operating rules and the Bylaws, Articles or Declaration, the Bylaws, Articles or Declaration shall prevail.

Section 8.6. Mortgages and Deeds of Trust.

No breach of any of the covenants and restrictions contained herein shall defeat or render invalid the lien of any mortgage or deed of trust on any Lot made in good faith and for value, but all of the covenants and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Section 8.7. Notice of Acquisition and Contact Information.

A purchaser or other Person acquiring an ownership interest to a Lot shall notify the Association not more than ten (10) days after the date of acquisition and provide (a) the name(s) of all Persons with an ownership interest as listed on the recorded title transfer documents, (b) a mailing address for the Owner(s), (c) day and evening telephone numbers, (d) email address, and (e) the effective date of acquisition of each ownership interest. Owners are also responsible to maintain their current contact information with the Association, updating information as necessary.

Section 8.8. One Vote Per Lot.

On each matter submitted to a vote of the Owners, each Owner shall be entitled to cast one vote for each Lot owned by such Owner. When more than one (1) Person owns an interest in a single Lot, any vote cast by a single Owner shall be deemed the authorized vote for that Lot. If more than one ballot is received for a Lot, the first ballot received shall be counted and no subsequently received ballot shall be recognized.

Section 8.9. Transition Provisions.

The Board has the authority to grandfather existing conditions which may be inconsistent with the standards or requirements of this Declaration. To qualify, the Board may pass policies or rules to establish protocols for grandfather qualifications as well as any limitations on that subject. The granting of any such grandfathered activity, use or condition shall be in writing and made a part of the Association's and Owner's records. The primary responsibility of maintaining such documentation of all requests, proceedings and approvals is that of the Owner and any successor. If no such record is available, there shall be a presumption that there was no original approval or valid grandfathering.

CERTIFICATE OF AMENDMENT

The Association desired to make substantial changes to the Declaration and on _____, 20__ the Owners voted and approved the language of said changes.

This Amended Declaration of Covenants, Conditions and Restrictions consolidates and supersedes the Former Declarations.

The undersigned declare, under penalty of perjury, under the laws of the State of California, that the matters set forth in this Amendment are true and correct of their own knowledge. Executed at _____, California on _____, 20__.

President:

Secretary:

(Notary Certificate(s) Attached)

.....

EXHIBIT A

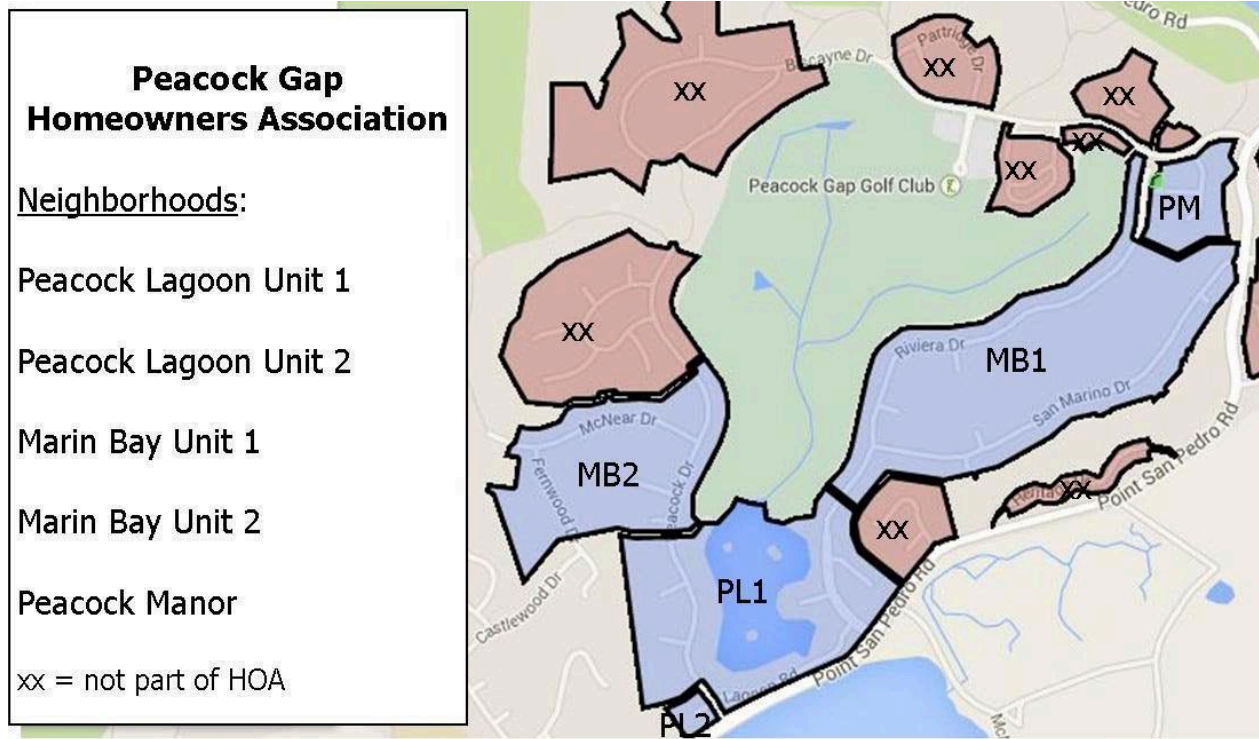


EXHIBIT B

Section B.1. Lagoon Easement.

The Owners and Occupants of every Lagoon Lot have a nonexclusive easement for purposes of navigation upon, over and across Peacock Lagoon. All use of the Lagoon is subject to the provisions of this Declaration and applicable rules and regulations of the Public Authority.

Section B.2. Reservation of Lagoon Rights.

The Association reserves the right at any time and from time to time to alter or modify the Lagoon.

- To grant limited licenses and general rights of entry upon the waters of the Lagoon to persons other than the Owners of Lagoon Lots.
- To grant easements, licenses, permits and rights-of-way for public or private utility purposes, drainage, gas distribution systems and other similar uses.
- To enter on any Lagoon Lots for the purpose of performing necessary care and maintenance of the Lagoon and to enforce the Declaration, including this Exhibit B.

Section B.3. Lagoon Rules and Regulations.

The Association, independently or in consultation with the Owners of Lagoon Lots, may adopt rules and regulations governing the use, care and maintenance of the Lagoon.

Section B.4. Lagoon Improvements.

No Improvements whatsoever shall be constructed, made, placed or maintained in or appurtenant to the Lagoon except in accordance with plans and specifications first approved in writing by the Association. Approved Improvements shall be completed with due diligence after commencement of construction.

This page is Intentionally left blank