

# Old Avocado Ranch, HOA

11555 Los Osos Valley Road, 212 San Luis Obispo, CA 93401

805-543-0548 Fax 805-852-2510

---

## CC&R's – EXCERPTS

### Article II

#### 2.5 Maintenance of Buildings and Other Improvements:

(a) Each Owner shall provide exterior maintenance to each building within such Owner's lot. Each Owner shall also maintain the grounds, facilities and landscaping within Owner's lot.

(b) Windows can only be covered by drapes, shutters, or shades and cannot be painted or covered by foil, cardboard or similar materials.

#### 2.6 Powers and Authority of the Association:

(e) Each Owner is responsible for delivering Association rules to Owner's Lessees.

### Article III

#### 3.2 Insurance:

a) Each Owner shall obtain and maintain fire and casualty insurance for the improvements on Owner's lot as required by the Owner's individual Mortgagee or, if no Mortgage encumbers Owner's lot, in an amount not less than the full estimated replacement cost of the improvements on the Owner's lot.

### Article IV

#### 4.9 Assessment Due Dates and Late Charges:

(a) Regular Assessments shall be due on the first day of each month.

(b) An Assessment is delinquent fifteen (15) days after its due date. *The late charge is 10% of the delinquent assessment or \$10.00 whichever is greater.*

### Article VI

6.1 Residential Use: None of the Lots shall be used except for private single family residential purposes. No Part of the Project shall be used in any way, directly or indirectly, for any business, commercial or other non-residential purpose.

6.3 Construction, Modifications, Alterations and Additions:

(a) No Owner shall at Owner's own expense or otherwise make any alterations or modifications to the exterior of the buildings, fences, railings, or walls situated within the project without the prior written consent of the Architectural Committee.

(b) No Owner shall enclose any exterior deck or patio area with walls or roofs without the prior written consent of the Architectural Committee.

6.5 Signs: No sign or billboard of any kind shall be displayed to the public view on any portion of any Lot except one (1) sign for each Lot of reasonable dimensions advertising the property for sale or rent. No signs shall be placed or permitted in the Common Area by any Owner.

6.6 Outside Laundering and Drying: No exterior clothesline shall be erected or maintained, and there shall be no exterior drying or laundering of clothes on balconies, patios, porches or other outside areas.

6.7 Temporary Structures, Boats and Recreational Vehicles: No structure of temporary character, trailer, shed, tent, shack, garage, barn or other outbuilding shall be placed within the Project at any time or used as a residence, either temporarily or permanently.

6.8 Animals: No Animals, reptiles, rodents, birds, fish, livestock, or poultry shall be kept in or on any subdivision interest or elsewhere within the Project except that two (2) domestic dogs and two (2) cats, fish and birds inside bird cages may be kept as household pets, provided they are not kept, bred, or raised for commercial purposes. No Loud birds. All dogs must be on a leash when outside their Owner's lot and shall be permitted within the Common Area, when accompanied by their Owner. Owners shall be responsible for removing any excrement by Owner's animal deposited anywhere on the Project, including within Owner's Lot.

6.9 Trash Removal: Trash (includes recycling items) shall be regularly removed. *Trash, recycling items shall be kept in designated receptacles. No outside storage of trash and recycling receptacles.*

6.11 Vehicle Repairs & Parking: No Inoperable vehicles shall be parked or stored on the Project unless parked or stored within an enclosed garage.

6.12 Common Area: The Common Area shall be used only for the purposes intended. ***Private streets owned by the Association are part of the common area. The intent of the private streets is for ingress and egress of vehicles or other transport apparatus. There is no intent that Private streets are a play area, i.e., playground. Private streets are also deemed Fire Lanes. Parking in Fire Lanes is prohibited. Guest/Member parking area are limited to 24 hours.***

6.13 Liability For Guests: Each Owner shall be liable to the Association for any damage to the Common Area or to any of the improvements therein and to the other Owners for any damage to their respective Subdivision Interest which may be sustained by reason of the negligence or willful misconduct of said owner or of Owner's guests, invitees, or lessees to the extent that any such damage shall not be covered by insurance.

- 6.17 Leasing: An Owner is permitted to lease or rent Owner's Subdivision Interest. *Lease or rentals agreements must be in writing, and shall require any tenant to abide by the CC&R's, By-Laws and Rules, and the agreement must be for no less than 30 days.*
- 6.20 Garages: All garages shall be primarily used and maintained on an on-going basis for the enclosed storage of two (2) automobiles.

#### Article VIII

- 8.2 No improvements shall be made to any Lot and no additions, alterations, repairs or restorations to the exterior or structural portions of any Lot nor changes in or additions of fences, hedges, patios, landscaping, lighting structures, carports, garages, awnings, walls, exterior paint or décor, or other matter visible from the exterior of any Subdivision interest shall be commenced, constructed, erected, or maintained by any person until the plans and specifications showing the nature, kind, shape, height, materials, color, location and approximate cost of same have been submitted to and approved in writing as to conformity and harmony of external color, design and location with existing structures in the Project by the *Architectural Committee*

#### Article XI

- 11.2 Notice of Transfer: Upon the lease, sale or other transfer of a Subdivision Interest, either the Owner who transfers the Subdivision Interest or the transferee shall promptly notify the Association in writing of the name and address of the transferee, the nature of the transfer and the Lot number (address) involved, as well as such other information relative to the transfer and the transferee as the Association may reasonably request. An executed copy of the instrument of transfer shall be transmitted to the Association.

**Note:** *In any escrowed transfer (a sale), the escrow company will provide the necessary documentation to the Association. This is not the case with a lease transfer. Owner or Lessee shall be responsible for providing the necessary documentation to the Association.*

Be advised that the CC&R's Excerpts is only a portion of the Covenants, Conditions and Restrictions within the total document. The intent of the excerpts is to highlight a number of the most sensitive elements. One should make themselves aware of the CC&R's and By-Laws in their entirety.