

USE RESTRICTIONS, RULES, AND REGULATIONS

High Sierra Property Owners Association, Inc.

(Adopted November 30, 2009)

General Use Restrictions

In addition to the restrictions established by law or Association Rules promulgated by the Board of Directors (that shall be consistent with the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of High Sierra Meadows Subdivision (“Declaration”), the following restrictions and rules shall apply to the use of Lots, Common Areas, and other parcels within the Development.¹

1. Single Family Resort Use. The use of the individual Lots in the Development is hereby restricted to Single Family Resort Use. In no event shall an Improvement be occupied by more individuals than permitted by applicable zoning laws or governmental regulations (Section 8.01).²

2. Lots. Each Lot shall be conveyed as a separately designated and legally described fee simple estate subject to this Declaration (Section 8.02).

3. Recreational and Open Space Common Areas. The Recreational and Open Space Common Areas shall be preserved as open space and used for recreational purposes and other purposes incidental and ancillary to the use of Lots. Such use shall be limited to private use for aesthetic and recreational purposes by the Members, their tenants, families, and guests, subject to the provisions of the Governing Documents. No Improvement, excavation, or work that in any way alters any Common Area or Common Facility from its natural or existing state shall be made or done except by the Association and then, only in strict compliance with the provisions of this Declaration (Section 8.03).

4. Prohibition of Noxious Activities. No illegal, noxious, or offensive activities shall be carried out or conducted on any Lot or Improvement, nor shall anything be done within the Development that is or could become an unreasonable annoyance or nuisance to neighboring property Owners. Without limiting the foregoing, no Owner shall permit noise to emanate from an Owner’s Lot or from activities within the Common Area which would unreasonably disturb any other Owner’s or tenant’s enjoyment of his or her Lot or the Common Area (Section 8.04).

5. Animals and Household Pets. The following restrictions regarding the care and maintenance of animals and pets within the Development shall be observed by each Owner (Section 8.05):

¹ Unless otherwise noted, capitalized terms have the same meaning as defined in the Declaration.

² Unless otherwise noted, references to Sections shall refer to and mean sections in the Declaration.

- a. Horses and common household pets may be kept on each Lot as long as the same are not kept, bred, or maintained for commercial purposes. No other animals, livestock, or poultry of any kind shall be kept, bred, or raised on any Lot.
- b. Dogs shall only be allowed on the Common Area when they are leashed or otherwise under the supervision and restraint of their Owners.
- c. Each person bringing or keeping a pet on the Development shall be solely responsible for the conduct of his or her pet(s). The Association, its Board, officers, employees, and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants, and contract purchasers for any damage or injury to persons or property caused by any pet.

6. Business Activities. No business or commercial activities of any kind whatsoever shall be conducted in any Improvement or on any portion of any Lot without the prior written approval of the Board, provided, however, the foregoing restriction shall not apply to the activities of the Association in the discharge of its responsibilities under the Governing Documents. Furthermore, no restrictions contained in this section shall be construed in such a manner so as to prohibit any Owner from leasing or renting his or her Lot in strict accordance with Section 2.04 of the Declaration (Section 8.06).

7. Trash Disposal. No rubbish, trash, or garbage shall be allowed to accumulate outside of the exterior of any Cabin or other Improvement on any Lot. The yards and grounds of improved Lots shall, at all times, be kept in a neat and slightly condition (Section 8.07).

8. Fire Hazard. Each Lot owner shall be responsible for removing dead limbs and debris from trees and/or shrubbery on their Lot to a height of eight (8) feet from grade or to height equivalent to half the existing tree and/or shrubbery height from grade, whichever is less (Section 8.08).

9. Use of Common Area Roads. Common Area Roads within the Development shall not be used for recreational purposes, including “joy riding” or racing (Section 8.09).

- a. Motorcycles, mopeds, and cars shall be allowed only on such common area roads. (This shall be interpreted to apply to all motorized vehicles and equipment of all types, including ATVs (quads), dirt bikes, and “gators”, etc.)
- b. All operators of motor vehicles, including motorcycles, within the Development subdivision must possess a valid driver’s license.
- c. All provisions of the California Vehicle Code must be honored at all times when operating any motor vehicle within the Development.
- d. No motorized vehicles of any sort shall be operated or allowed on Outlot “A” (Pond) and Outlot “B” (Meadow), as shown on the Subdivision Map, except for the purpose of maintenance and repair by the Association.

10. External Designs. As far as practical, the external designs of all Cabins are to be of rustic, mountain-cabin type and in harmony with the existing mountain and forest atmosphere (Section 8.10).

11. Setbacks. No part of any Cabin or other Improvement shall be constructed less than (Section 8.11):

- a. Twenty-five (25) feet from any Common Area Road;
- b. Fifteen (15) feet from the side boundary of the Lot; or
- c. Twenty (20) feet from the rear boundary of the Lot; or
- d. Thirty (30) feet from the boundary of the Sierra National Forest.

12. Signs. No signs of any kind, other than a nameplate with the Owners' name and/or Lot description, shall be displayed to the public on any Lot, except one sign of not more than six (6) square feet, advertising the Lot for sale (Section 8.12).

13. Trees. No living, well-developed trees larger than sixteen (16) inches circumference as measured five (5) feet from grade shall be removed from a Lot or the Common area without the prior approval of the Board/Architectural Committee, in accordance with Article V. Owners shall not plant or cultivate any tree, plant, or other vegetation that is not native to the local area. Owners shall not irrigate trees, plants, or other vegetation using Association-provided water, except during the Season planted, without the prior approval of the Board/Architectural Committee, in accordance with Article V (Section 8.13).

14. No Firearms. No firearms, including, but not limited to rifles, pistols, air rifles, and air pistols, shall be discharged in violation of State or Federal Law or within the Development (Section 8.14).

15. Activities Affecting Insurance. Nothing shall be done or kept on any Lot or within any Improvement or within the Common Area that will increase the rate of insurance relating thereto on any policy maintained by the Association (see Article X) without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on an Owner's Lot or in any Improvement or within the Common Area that would cause any Improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance on any Cabin or other Improvement or any part of the Common Area (Section 8.15).

16. Restriction on Further Subdivision and Severability. No Lot shall be further subdivided nor shall less than all of any such Lot be conveyed by an Owner thereof and no Owner of a Lot within the Development shall be entitled to sever that Lot from the Common Area portion of the Development (Section 8.16).

17. Variances. On application by any Owner, the Board/Architectural Committee shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in the Use Restrictions, Rules, and Regulations or in the Declaration, if specific application of the restriction will, in the sole discretion of the Board/Architectural Committee, either cause

an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development contemplated by the Declaration. In considering and acting on any request for a variance, the Board/Architectural Committee shall follow the procedures set forth in Section 5.12 of the Declaration for the granting of architectural variances (Section 8.17).

18. Enforcement of Property Use Restrictions. The objective of these Use Restrictions, Rules, and Regulations shall be to promote and seek voluntary compliance by Owners and permitted tenants with the environmental standards and property use restrictions contained herein in order to maintain the Development as an attractive Single Family Resort area of high quality, character, and appearance, with minimal damage and destruction to the natural beauty of the land and trees of the Development. Accordingly, in the event that the Association becomes aware of an architectural or property use infraction that does not necessitate immediate corrective action, under Section 13.06 of the Declaration, the Owner or tenant responsible for the violation shall receive written notice thereof and shall be given a reasonable opportunity to comply voluntarily with the pertinent Governing Document provision(s). Such notice shall describe the noncomplying condition, request that the Owner or tenant correct the condition within a reasonable time specified in the notice, and advise the Owner or tenant of his or her right to be heard on the matter. Except as provided in Section 6.2 of the Declaration, none of the Units shall be used except for private residential purposes (Section 6.1) (Section 8.1).

Miscellaneous Rules

19. Owners shall not leave campfires unattended for any period of time and shall completely put out campfires upon leaving.

20. Owners shall not trespass upon the lot of another owner.

21. Owners shall not leave the water main water valve “on” when not present (excludes short-term absences, i.e., day hikes, boating at the lake, and other such short day activities).

22. Owners shall not leave the front or back gate unlocked, except during immediate access or leaving.

23. Owners shall not allow dogs to be a nuisance, i.e., barking continuously, trespassing upon the lot(s) of other owners, and/or aggressive behavior towards persons using any common area.

24. Owners shall not operate a motorcycle, moped, or car (or any other motorized type of vehicle/equipment, i.e., ATV or gator, etc.) faster than the posted speed limit for common area roads.