

**DOC # 2007-0615841**  
10/02/2007

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Assessor, County Clerk & Recorder

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Epsten, Grinnell & Howell, APC  
9980 Carroll Canyon Road, 2nd Floor  
San Diego, California 92131

(Above Space for Recorder's Use)

**2007 AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR  
CATHEDRAL CANYON COUNTRY CLUB CONDOMINIUM ASSOCIATION #1**  
*A Residential Condominium Project*  
(Recorded Pursuant to California Civil Code Section 1356)

**NOTICE**  
(Gov't Code §12956.1)

**If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

**2007 AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR  
CATHEDRAL CANYON COUNTRY CLUB CONDOMINIUM ASSOCIATION #1  
*A Residential Condominium Project*  
(Recorded Pursuant to California Civil Code Section 1356)**

This document is recorded for the purpose of recording of an amendment to the Declaration of Restrictions for Cathedral Canyon Country Club Condominium Association #1 and a copy of the court order authorizing the same, which court order was issued pursuant to the procedure for amending governing documents as set forth in California Civil Code Section 1356 which requires recordation of both the amendment and the court order.

**RECITALS**

A certain Declaration of Covenants, Conditions and Restrictions of Cathedral Canyon Country Club Condominium #1 (hereafter "Original Declaration") was recorded on September 12, 1974 as Document No. 117749 in the Official Records of Riverside County, California, against the property (hereafter "Property") legally described as follows:

Lots Number 1 and Number 3 of Tract Number 4631-1 in the County of Riverside, State of California, as per map recorded in Book 80, Pages 72-79 of Maps in the Office of the County Recorder of said county.

More recently, the Association sought to adopt an Amended and Restated Declaration of Restrictions (hereafter "Amended and Restated Declaration") for Cathedral Canyon Country Club Condominium Association #1 (hereafter "Association"). When the Association was unable to obtain approval of the Amended and Restated Declaration in the manner required by the Original Declaration, the Association filed a Petition (hereafter "Petition") pursuant to the authority of California Civil Code Section 1356.

The Petition was filed in the Superior Court of the State of California for the County of Riverside as Case Number INC065896 and sought a court order approving the Amended and Restated Declaration, as permitted by Civil Code Section 1356. The court issued an order on August 3, 2007 approving the Amended and Restated Declaration and authorized it to be recorded. A copy of the Court's order is attached hereto as Exhibit A. The Amended and Restated Declaration is attached as Exhibit 1 following Exhibit A.

NOW THEREFORE the Amended and Restated Declaration hereby amends and replaces the Original Declaration and any and all amendments thereto. The Amended and Restated Declaration shall take effect immediately upon the recording of the Court Order and Amended and Restated Declaration attached hereto.

Executed on Oct. 1, 2007, Cathedral City, California.

CATHEDRAL CANYON COUNTRY CLUB  
CONDOMINIUM ASSOCIATION #1

By: Debra Elaine White  
Debra Elaine White, President

By: Donna Rae Hansen  
Donna Rae Hansen, Secretary

State of California )  
  )  
County of Riverside )

On 10/01/07, before me, Tracey D. Allen, a Notary Public, personally appeared Debra Elaine White and Donna Rae Hansen,

- personally known to me
- OR
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tracey D. Allen  
Notary Public



State of California )  
 )  
County of Riverside )

On 10/01/07, before me, Tracey D. Allen, a Notary Public, personally appeared Debra Elaine White and Donna Rae Hansen,

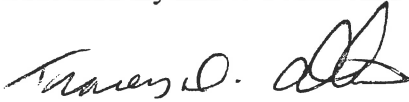
personally known to me

OR

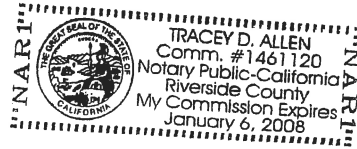
proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is/~~are subscribed to the within instrument and acknowledged to me that ~~he/she/~~they executed the same in ~~his/her/~~their authorized capacity(ies), and that by ~~his/her/~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public





**EXHIBIT A**

(Copy of Court Order Follows)

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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

SEP 10 2007

V. Rivera

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE, INDIO BRANCH

In the matter of:

CATHEDRAL CANYON COUNTRY CLUB  
CONDOMINIUM ASSOCIATION #1, a  
California Non-Profit Mutual Benefit  
Corporation,

Petitioner.

CASE NO. INC065896

ORDER REDUCING THE PERCENTAGE  
OF VOTES NECESSARY TO AMEND  
DECLARATION OF RESTRICTIONS OF  
COMMON INTEREST DEVELOPMENT  
AND ORDER APPROVING THE  
AMENDMENT

[CC § 1356(b),(c)(1), (d)]

Date: August 1, 2007

Time: 8:30 a.m.

Dept: 2J

Judge: Hon. Thomas H. Cahraman

Petition Filed: March 22, 2007

Trial Date: None Set

The petition of Cathedral Canyon Country Club Condominium Association #1 ("Association") for an order to reduce the percentage of affirmative votes necessary to amend declaration of restrictions of the common interest development known as "Cathedral Canyon Country Club Condominium Association #1" came on regularly for hearing by the court on August 1, 2007, at 8:30 a.m. in Department 2J of the above-entitled Court before the Honorable Thomas H. Cahraman, Judge Presiding.

Petitioner Cathedral Canyon Country Club Condominium Association #1 appeared by counsel Carrie M. Timko, Esq. of the law firm of Epsten Grinnell & Howell, APC. Respondent Frank Fefferman appeared by counsel Hans P. Fleischner, Esq. of

1 Law Offices of Hans P. Fleischner, APC.

2 The Court, having considered the verified petition and the attached exhibits, the  
3 memorandum of points and authorities, and other documents in support of petition and any  
4 documents filed in opposition to the petition, having heard the arguments of counsel, and  
5 being fully advised in the matter, finds as follows:

6 1. Petitioners gave not less than 15 days' written notice of the hearing to all  
7 members of the Association.

8 2. Mortgagees of mortgages and/or beneficiaries of deeds of trust are not entitled  
9 to notice under the terms of the Declaration.

10 3. Balloting on the proposed amendments to the Declaration was conducted in  
11 accordance with all applicable provisions of the Association's governing documents.

12 4. A reasonably diligent effort was made to permit all eligible members to vote on  
13 the proposed amendment.

14 5. Owners having more than 50 percent of the votes, voted in favor of the  
15 amendments to the Declaration, and there is a single class voting structure in effect.

16 6. The amendments to the Declaration are reasonable.

17 7. Granting the petition is not improper for any reason specified in Section  
18 1356(e) of the Civil Code.

19 On proof being made to the satisfaction of the Court, and for good cause shown,

20 **IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED** that:

21 1. The requirement of the Declaration, at page 23, ¶ 1(3), relating to the  
22 percentage of votes needed for approval of the amendment of the Declaration, is reduced  
23 and the *Amended and Restated Declaration of Restrictions* is validly approved on the basis  
24 of the affirmative votes that were actually received during the balloting period or within a  
25 reasonable time thereafter;

26 2. Paragraph 9.1 of the Proposed Amended and Restated Declaration of  
27 Restrictions is to be construed in accordance with the following language:

28 *///*

1 Bare walls coverage is intended to cover the cost of rebuilding the building,  
2 the perimeter shell or walls of the units, the interior partition walls and drywall  
3 within the unit, and the water lines, sewer lines, electrical wiring and related  
4 components located inside the walls with plumbing stubbed out. Bare walls  
5 coverage is not intended to cover tenant improvements and betterments  
6 including all contents, cabinets, floor coverings, wall coverings, window  
7 treatments, light fixtures, toilets, sinks, fixtures, appliances, built-ins, ovens,  
8 ranges and dishwashers.

9 3. Petitioner Association is hereby authorized to record a copy of this Order and  
10 the *Amended and Restated Declaration of Restrictions*, attached hereto as Exhibit 1, in the  
11 official records of the Riverside County Recorder's Office;

12 4. Pursuant to Section 1356(g) of the California Civil Code, Petitioner Association  
13 is directed to mail a copy of the recorded *Amended and Restated Declaration of Restrictions*  
14 to each member of the Association within a reasonable time after said document is  
15 recorded, together with a statement that the amendment has been recorded;

16 **IT IS SO ORDERED.**

17 Dated: 9/10/07

18 **Randall White**  
19 \_\_\_\_\_  
20 Hon. Thomas Cahraman  
21 Judge of the Superior Court

22 **APPROVED AS TO CONTENT AND FORM:**

23 Law Offices of Hans P. Fleischner, APC  
24 By: [Signature]  
25 Hans P. Fleischner, Esq.  
26 Attorney for Respondent, Frank Fefferman

27 **PREPARED BY:**

28 Epsten Grinnell & Howell, APC  
By: [Signature]  
Carrie M. Timko, Esq.  
Attorneys for Petitioner, Cathedral Canyon  
Country Club Condominium Association #1

**2007 AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR  
CATHEDRAL CANYON COUNTRY CLUB CONDOMINIUM ASSOCIATION #1  
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**2007 AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR  
CATHEDRAL CANYON COUNTRY CLUB CONDOMINIUM ASSOCIATION #1**

THIS 2007 AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made on the day and year hereinafter written, by CATHEDRAL CANYON COUNTRY CLUB CONDOMINIUM ASSOCIATION #1, a California nonprofit mutual benefit corporation ("Association"), with reference to the following Recitals.

**RECITALS**

A. Association is a corporation whose Members are the Owners of subleashold interests under that certain business lease no. PSL-149, contract no. J53C1421994, dated May 27, 1971 which lease was recorded with the County Recorder of Riverside County as Instrument No. 135037 and approved by the area director on September 16, 1971, and assigned to the developer of Association on December 17, 1973 by Assignment recorded May 2, 1974 as Instrument No. 52144 in Official Records of Riverside County, a part of which lease includes the following described real property in the County of Riverside, State of California (hereinafter "Property"):

Lots Number 1 and Number 3 of Tract Number 4631-1 in the County of Riverside, State of California, as per map recorded in Book 80, Pages 72-79 of Maps in the Office of the County Recorder of said county.

B. The Property was developed as a Condominium Project, as defined in California Civil Code Section 1351(f), and consists of sixty-two (62) Separate Interests and related Common Areas.

C. The Property under the lease is currently subject to the certain covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in the following documents:

1. The Declaration of Covenants, Conditions and Restrictions of Cathedral Canyon Country Club Condominium #1 Recorded September 12, 1974 as Document No. 117749.
2. The "Amendment to Declaration of Covenants, Conditions and Restrictions of Cathedral Canyon Country Club Condominium #1 Recorded December 9, 1974 as Document No. 156152;
3. The "Addendum and Supplementary Declaration of Covenants, Conditions and Restrictions / Cathedral Canyon Country Club Condominium #1 / Phase I [*sic - II*] / Tract No. 4631-1 / Riverside County, California" Recorded September 12, 1977 as Document No. 177452;
4. The "Second Amendment to Declaration of Covenants, Conditions and Restrictions for Cathedral Canyon Country Club Condominium #1" Recorded May 15, 1998, as Document No. 196713;

5. and any other amendments or documents that may appear of Record, all in the Official Records of the County Recorder of Riverside County, hereinafter referred to together as "Original Declaration," unless the context clearly indicates otherwise.

D. Association now desires to amend and restate the Original Declaration and replace it in its entirety with this Amended and Restated Declaration of Restrictions ("Declaration"). Association further desires that, upon Recording this Declaration, the Property shall be subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens, charges and other terms and provisions contained herein, and that this Declaration take the place of and relate back in time to the Recording of the Original Declaration.

E. Under California Civil Code Section 1355 an amendment is effective after (1) approval of the percentage of Owners required by the Governing Documents has been given, (2) that fact has been certified in a writing executed and acknowledged by the Association President if no Officer has been designated in the Original Declaration for such purpose, and (3) the writing has been Recorded in the County in which the Property is located.

F. The Original Declaration, in Section I, Paragraph 3, provides that it may be amended if approved by at least seventy-five percent (75%) of the Owners of the Association.

G. When more than a majority, but fewer than the seventy-five percent (75%) of the Owners voted to approve the Amended and Restated Declaration, the Association sought to obtain approval from the Court, as provided in Civil Code Section 1356.

H. By our signatures and the acknowledgments affixed to this Declaration, and by virtue of the certified copy of the Court order recorded concurrently with this Declaration, the undersigned President and Secretary certify that the Declaration was approved the votes actually cast by the Owners and was directed to be recorded as contained in the Court order issued by Judge Cahraman of the Superior Court for the County of Riverside which order was issued pursuant to the authority contained in Civil Code Section 1356.

NOW, THEREFORE, the Association hereby declares that all of the Property previously has been and hereafter shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in this Declaration, as the same may be amended from time to time, all of which are declared and agreed to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property. All provisions of this Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Property, and shall be binding on and for the benefit of all of the Property and all parties having or acquiring any right, title, or interest in all or any part of the Property, including the heirs, executors, administrators, and assigns of these parties and all subsequent Owners and lessees of all or any part of a Separate Interest.

## ARTICLE 1 - DEFINITIONS

Unless otherwise defined in this Declaration, capitalized terms or words used in this Declaration shall have the definitions found in Exhibit A, attached hereto and incorporated herein by this reference, or in the Davis-Stirling Common Interest Development Act (California Civil Code Section 1350 *et seq.*, hereafter "Act"). Words not defined in the Declaration or in the Act shall be understood in their ordinary and popular sense, as determined by the context in which they are used, unless the context indicates that the term or word is a defined term which was inadvertently not capitalized.

Statutes or administrative regulations that are shown in brackets at the beginning of a section or paragraph in this Declaration are intended to show that the respective section or paragraph is based on the particular statute or administrative regulation referred to in the brackets. Unless otherwise noted, all references are to statutes and administrative regulations of the State of California. Any issues not addressed expressly by the Governing Documents of the Association shall be controlled by relevant provisions of the Act and the California Corporations Code and by judicial interpretations of them, whether the Association is incorporated or not.

## ARTICLE 2 - USE RESTRICTIONS AND COVENANTS

2.1 **General.** The use and enjoyment of the Development by Owners and their tenants, guests, invitees or any other Person deriving rights from such Owner, shall be subject to the covenants, restrictions and other terms contained in the Governing Documents. Each such Person shall comply with the provisions of the Governing Documents and be subject to any enforcement actions attributable to violations. As more fully set forth in Section 8.1, both the Association, through the Board of Directors, and each Owner shall be entitled to enforce the Governing Documents.

The acquisition by any Person of a deed, lease or other instrument of transfer, or the mere act of occupancy of any real property against which this Declaration has been Recorded, shall be deemed an acceptance of all the terms, restrictions and other provisions contained in the Governing Documents. Likewise, the acceptance of any interest in any Separate Interest pursuant to such deed, lease or other instrument of transfer shall be deemed an agreement by such Person that Association and each of the Owners are entitled to enforce all of such restrictions and will signify that such Person agrees to comply with the Governing Documents of the Association.

2.2 **Common Area.** The following provisions govern the use and enjoyment of the Common Area:

- 2.2.1 The Association shall have an easement in, to, and throughout the Common Area and the Improvements thereon to perform its duties and exercise its powers;
- 2.2.2 No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any Improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub, or other vegetation from any Common Area excepting therefrom all Exclusive Use Common Areas. The Association may, at any time, as to any Common Area:
  - (a) Reconstruct, replace or refinish any Improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such Common area), in accordance with the original plans for the Development.
  - (b) Construct, reconstruct, replace or refinish any road Improvement or surface upon any portion of the Common Area used as a road, driveway or parking area;
  - (c) Replace injured or diseased trees, shrubs or other vegetation in any Common Area, and plant trees, shrubs and other vegetation to the extent

that the Association deems necessary for the conservation of water and soil or for aesthetic purposes; and

- (d) Place and maintain upon any the Common Area such signs as the Association may deem appropriate for the proper identification, use and regulation thereof.

2.2.3 [Civil Code §1359] Except as provided in this Declaration, or by Law, there shall be no judicial partition of the Common Area, nor shall any Person acquiring an interest in all or any part of the Development seek any judicial partition;

2.2.4 Subject to the provisions of this Declaration, each Owner has nonexclusive rights of ingress, egress, and support through the Common Area. These rights shall be appurtenant to any deed of conveyance or other instrument of transfer of any Separate Interest, whether or not expressed in such deed of conveyance or other instrument of transfer. However, these rights shall not interfere with, and shall be subordinate to, any Owner's right to use and occupy Exclusive Use Common Area;

2.2.5 The Owners' rights of use and enjoyment of the Common Area shall be subject to the restrictions set forth in the Governing Documents, and the right of the Association, subject to the limitations of any Laws or the Governing Documents, to:

- (a) Adopt and enforce reasonable Rules and Regulations for the use of the Common Area and the conduct of Owners, their tenants and guests with respect to the Development and other Owners;
- (b) Place reasonable limits on the number of Persons using the Common Area or Improvements within the Common Area;
- (c) Assign or otherwise control the use of any unassigned parking spaces within the Common Area;
- (d) Remove any vehicle within the Development parked in violation of this Declaration or the Rules and Regulations of the Board in accordance with the provisions of California Vehicle Code Section 22658.2 and any amendments thereto;
- (e) Suspend the voting rights of any Owner, disconnect the cable service provided to the Separate Interest and suspend or impose conditions on the rights of any Owner, and the Persons deriving rights from any Owner, to use and enjoy the Common Area for any period during which the Owner is delinquent in the payment of any Assessment, fine or monetary penalty, or as otherwise provided in the Governing Documents following Notice and Hearing procedures;
- (f) Cause the construction of additional Improvements in the Common Area, or to cause the alteration, maintenance, repair, replacement or removal of existing Improvements on the Common Area;

in accordance with the initial construction of the Buildings located on the Property, or as provided by the Board. No exterior clothes lines shall be erected or maintained, and there shall be no outside drying or laundering of clothes (including swimming suits and/or towels) on the Patios, porches or other areas of the Development.

2.3 **General Restrictions on Use.** In exercising the right to occupy or use a Separate Interest or the Common Area and its Improvements, the Owner and the Owner's family, guests, employees, tenants, and invitees shall not do any of the following:

- 2.3.1 Attempt to subdivide, partition or perform a boundary adjustment of a Separate Interest without obtaining the prior written approval of the Association and the Lenders as provided in Section 12.5 or attempt to sell, assign, lease or convey the Owner's rights or interest in the Common Area separate and apart from his or her Separate Interest;
- 2.3.2 Occupy or use a Separate Interest, or permit all or any part of a Separate Interest to be occupied or used, without Board approval, for any purpose other than as a private residence for a single household unit, and no portion thereof nor the Common Area shall be used for any business, commercial, manufacturing, mercantile, storing, vending, or other nonresidential purposes; provided, however, that the Association shall have the right to provide or authorize such services on the Common Area as it deems appropriate for the enjoyment of the Common Area or for the benefit of the Members. However, a Separate Interest may be used for an in-home business that is compatible with and in accordance with the existing zoning Laws relating to the Property, subject to the prior written approval of the Board. The Board shall not unreasonably withhold its consent for any such commercial use, so long as such use will not result in increased traffic in the Development, an interference with parking by Residents, or cause any similar impact that unreasonably interferes with the residential character of the Property.
- 2.3.3 Permit anything to obstruct the Common Area or store anything on the Common Area without the prior written consent of the Board, except as otherwise provided in the Governing Documents;
- 2.3.4 Perform any act or keep anything on or in any Separate Interest or in the Common Area that will increase the rate of insurance purchased by the Association without the Board's prior written consent. Further, no Owner shall permit anything to be done or kept in his or her Separate Interest or in the Common Area that would result in the cancellation of insurance on any Separate Interest or on any part of the Common Area or that would violate any Law;
- 2.3.5 Store gasoline, kerosene, cleaning solvents, or other flammable liquids or substances, or any toxic or hazardous materials on the Common Area or in any Separate Interest; provided, however, that reasonable amounts of these liquids, substances or materials sufficient for residential purposes may be placed in appropriate containers and properly stored;
- 2.3.6 Commit any waste in the Common Area, or deposit any substance into the sewer system which is harmful or otherwise detrimental to the sewer system, or

- (g) Grant, dedicate, consent to, or join in the grant or conveyance of easements, licenses, or rights-of-way in, on, or over the Common Area;
- (h) Place reasonable restrictions on access to roofs, maintenance facilities or areas, landscaped areas, and similar areas of the Development; and
- (i) Approve any proposed alteration of or modification to the Common Area or any Separate Interest;

2.2.6 The Association may grant to third parties easements in, on, and over the Common Area for the purpose of constructing, installing, or maintaining utilities and services in the Common Area, or other purposes reasonably related to the operation and maintenance of the Development, and each Owner, in accepting his or her deed to the Separate Interest, expressly consents to such easements. However, no such easement may be granted if it would unreasonably interfere with any exclusive easement, or with any Owner's use, occupancy, or enjoyment of his or her Separate Interest without the approval of the affected Owner;

2.2.7 Notwithstanding the easement rights or other rights contained herein, an Owner who has sold his or her Separate Interest to a contract purchaser or who has leased or rented the Separate Interest shall be deemed to have delegated his or her rights to use and enjoy the Common Area to the contract purchaser or tenant who resides in the Owner's Separate Interest, subject to reasonable regulation by the Board. Where the Owner is deemed to have delegated such rights to a contract purchaser or tenant, the Owner and the Owner's family, guests, employees, and invitees shall not be entitled to use and enjoy the Common Area for as long as the delegation remains effective. No such delegation shall relieve an Owner from liability to the Association or to other Owners for payment of Assessments or performance of the Governing Documents. Thus, any delegated rights are subject to suspension following Notice and Hearing procedures;

2.2.8 [Civil Code §§1351(i)(2) & 1364(f)] All internal and external telephone wiring designed to serve a single Separate Interest, but located outside the Boundaries of the Separate Interest, is allocated exclusively to that Separate Interest. The Owner of the Separate Interest shall be entitled to reasonable access to the Common Area or adjoining Separate Interests for the purpose of maintaining this wiring, subject to the consent of the Association and to any other conditions reasonably imposed by the Association. The Association's consent shall not be unreasonably withheld.

2.2.9 All equipment, trash receptacles, wood piles or storage piles shall be kept screened and concealed from view of neighboring Separate Interests, streets, and Common Area. All rubbish, trash or garbage shall be regularly removed from each Separate Interest and shall not be allowed to accumulate thereon or on the adjacent Common Area or to produce offensive odors or to become unsanitary, unsightly, or detrimental to any other property in the vicinity. Trash containers shall be not be exposed to the view of neighboring Units except when set out no earlier than after 6:00 P.M. on the day prior to the day on which trash collection is scheduled. Trash containers that remain exposed more than twenty-four (24) hours after trash collection will be removed by the Association and discarded. No fences, hedges or walls shall be erected or maintained upon the Property except such as are installed



engage in any noxious or offensive activity in any part of the Development, or engage in any activity that unreasonably annoys or offends any Owner or Resident or that unreasonably obstructs or interferes with the rights of any Owner or Resident, or do any act that unreasonably threatens the health, safety or welfare of other Residents of the Development, or do anything that would constitute a nuisance or that would violate any Law or allow any such acts to occur by the Owner's family, tenants, guests or invitees;

- 2.3.7 Alter, attach, construct, or remove anything on or from the Common Area, except upon the written consent of the Board;
- 2.3.8 Keep or maintain any fixture, personal property or other object upon any Separate Interest or Exclusive Use Area which interferes with the enjoyment of adjacent Separate Interests or Exclusive Use Areas or which violates any Rules duly adopted by the Board.

2.4 **Parking.** No one may park any automobile or other motor vehicle in the Common Area, except as permitted by the Rules and Regulations. In addition to the parking spaces assigned to Units in garages or driveways, the Project includes guest parking spaces. The Board may adopt Rules and Regulations governing the use of guest parking spaces. No motor vehicle shall be permitted to drive or stand on any part of the Common Area (other than that portion of the Exclusive Use Common Area which is designated for parking and those portions of the Common Area which are designated as unassigned parking spaces and private roads). This prohibition shall not apply to lawn mowers or similar equipment operated at the direction of the Association, nor shall it apply to golf carts when used in areas expressly approved by the Association for such uses. No portion of the Common Area (including the Exclusive Use Common Area) shall be used for repairing or otherwise servicing any motor vehicle, trailer, boat or any other vehicle, equipment or machines. No one may park any trucks, campers, trailers, boats, commercial vehicles or other vehicles generally not used for daily personal transportation except within the enclosed parking space assigned to each Unit. Any vehicles violating the Rules and Regulations may be removed as provided in Section 5.6.5.

2.5 **Leases.** Nothing in this Declaration shall prevent an Owner from leasing or renting his or her Separate Interest, provided that it is for a period of at least thirty (30) days and is in writing. Any agreement for the leasing or rental of a Separate Interest (hereinafter "Lease") shall provide that the terms of such Lease shall be subject in all respects to the provisions of this Declaration and other Governing Documents of the Association. Said Lease shall further provide that any failure by the lessee thereunder to comply with the terms of the Governing Documents shall be a material default under the Lease. Any Owner who leases his Separate Interest shall be responsible for assuring compliance by such Owner's lessee with this Declaration and other Governing Documents of the Association. Any lease or rental agreement shall include the following language: "The undersigned, as lessee or tenant, acknowledges that he is familiar with all restrictions and rules in the Declaration, Bylaws and Rules and Regulations of the Association and agrees to abide by them." No Owner may lease less than the entire Separate Interest. In addition, no Separate Interest shall be leased for transient or hotel purposes, which shall be defined as rental for any period of less than thirty (30) days or any rental whatsoever, if the occupants thereof are provided with customary hotel services such as room service for food and beverages, maid services, the furnishing of laundry and linen or bellboy service. The Association may prepare and provide an addendum to leases incorporating the terms required by this section that Owners shall incorporate as part of any lease.

Failure by an Owner to take legal action, including the commencement of proceedings in unlawful detainer against such Owner's lessee who is in violation of this Declaration or other Governing Documents

of the Association within ten (10) days after receipt of written demand so to do from the Board, shall entitle the Association, through the Board, to take any and all such action, including the commencement of proceedings in unlawful detainer on behalf of such Owner or the Association against such Owner's lessee. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefor shall entitle the Board to levy an Assessment against such Owner and the Owner's Separate Interest for all such expenses incurred by the Association. If such an Assessment is not paid within thirty (30) days after the due date, the Board may resort to all remedies of the Association for the collection thereof including those set forth in Article 7 hereof.

2.6 **Pets.** [Civil Code §1360.5] Without the prior written consent of the Board, no more than two pets, specifically two (2) dogs or two (2) cats or one (1) dog and one (1) cat or such other small domesticated animal as may be agreed to between the Association and the Owner may be kept in any Separate Interest or Exclusive Use Common Area, subject to reasonable Rules and Regulations of the Association. Pets may not be bred, raised, or maintained for any commercial purpose. No farm animals, livestock or poultry may be kept in any Separate Interest or anywhere else on the Property. No pets or other animals shall be permitted in the Common Area except as specifically permitted by Rules and Regulations adopted by the Board. No Owner or other occupant of a Separate Interest may raise or keep pets which interfere with the rights of any Owner or Resident of a Separate Interest to the peaceful and quiet enjoyment of the in any Separate Interest . An Owner shall be absolutely liable to each and all remaining Owners, their families, guests and invitees and to the Association for any and all damage or injury to persons or property caused by any pets brought upon or kept within the Development by such Owner or the Owner's family, tenants, guests and invitees. If the Board determines that any such pet or other animal creates an unreasonable annoyance or nuisance to any Owner or Resident or causes bodily injury to any person, the Board may order the removal of such animal within a reasonable time after such determination. The Association, its Board, Officers, employees and agents shall have no liability to any Owner, their family members, guests, invitees, tenants and contract purchasers, or any other Person in the Development, for any damage or injury to Persons or property caused by any animal, absent any willful or wanton negligence on the part of the Association, or its Board, Officers, employees and agents.

2.7 **Signs.** [Civil Code §§712, 713 & 1353.6] No one may erect or display any sign on or from any Separate Interest or Exclusive Use Common Area except for real estate signs to the extent permitted by California Civil Code Sections 712 and 713, and noncommercial signs to the extent permitted by Civil Code Section 1353.6, and as more fully described in the Rules and Regulations. All signs must conform with applicable governmental ordinances. No signs shall be erected or displayed on the Common Area except signs placed by authority of the Board.

2.8 **Antennae, Masts, Etc.** Exterior antennas and satellite dishes, not exceeding one meter (39.37") in diameter, are permitted, but only in strict compliance with applicable state and federal Laws and not on any portion of the Common Area. Except as permitted by state and federal Law, there shall be no outside television or radio antennae, satellite dishes, masts, poles or flag poles constructed, installed or maintained in the Development for any purpose whatsoever without the prior written consent of the Board. The Board may adopt Rules and Regulations restricting the construction, installation, maintenance or replacement of any such equipment as long as such restrictions do not contravene applicable Law.

2.9 **Exterior Installations; Temporary Structures.** No structure of a temporary character, trailer, tent or shack, shall be used within the Development at any time as a Residence, either temporarily or permanently. No Owner, Resident or lessee shall install wiring for electrical or telephone installations, nor any television or other antennas, machines or air conditioning units, etc., on the exterior of any Building on the Project, or that protrude through the walls or the roof of the building, except as authorized by the

2.12 **Damage Liability.** Each Owner shall be liable to the Association for any damage to the Common Area or to Association-owned property, including any access control systems, if the damage is sustained because of the negligence, willful misconduct, or unauthorized or improper installation or maintenance of any Improvement by the Owner or the Owner's family, guests, tenants, contract purchasers, or invitees. In the case of joint ownership of a Separate Interest, the liability of the co-Owners shall be joint and several, unless the co-Owners and the Association have agreed in writing to an alternative allocation of liability.

### ARTICLE 3 - REPAIR AND MAINTENANCE

3.1 **General.** The Association and all Owners are required to fulfill the maintenance requirements imposed by the Governing Documents. For purposes of this Article "maintenance" shall include, without limitation, all maintenance, repair, replacement, restoration, upkeep, weatherproofing, cleaning or application of paint, stain, paper, plaster, tile, and other finishes as needed to keep Improvements in a clean, safe, sanitary and attractive condition and to preserve the attractive appearance of each Separate Interest, Exclusive Use Common Area, and the Development and to protect the values thereof, and to ensure that there is no threat to the health, safety or welfare of any Resident.

The Board shall have the power to determine the standards of such maintenance, including the standards of landscaping, the selection and replacement of plant materials and the standards for exterior and structural maintenance by the Association. The replacement of exterior items by Owners shall be subject to the architectural approval requirements of Article 4.

The Association neither owns nor leases the Common Area nor does it derive any personal benefit from providing such maintenance. Rather, in most cases it is more expedient and convenient for the Owners to have the Association provide the maintenance, repair or replacement required of it, than for the Owners to engage in disputes over who has the responsibility for providing such maintenance or over obtaining access to the areas needed to perform such maintenance. Therefore, the Association functions in a manner similar to a contractor who is hired to perform such maintenance on behalf of the Owners, and, as provided in this Article, the Association's liability for the failure of or any defects in the Improvements it is responsible for maintaining, and the damage that may be caused to an Owner's Improvements while performing such maintenance, has been limited in light of such factors.

3.2 **Owner Duty to Cooperate.** To the extent necessary or desirable to accomplish the Association's maintenance obligations hereunder, individual Owners and Residents shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work.

3.3 **Specific and General Maintenance Duties.** Subject to Article 10 pertaining to the destruction of Improvements and Article 11 pertaining to eminent domain, Exhibit B, attached hereto and incorporated herein by reference, sets forth the specific respective maintenance duties of the Association and the Owners for a list of specific components within the Development. If there is a conflict between the provisions of Exhibit B and the general maintenance duties set forth in this Article, it is intended that the provisions of Exhibit B shall control.

If Exhibit B contains an ambiguity or provides no guidance, then the general maintenance duties which follow shall be used to determine whether the Association or the Owner has the maintenance responsibility for the component or components involved. The Association, in general, shall be responsible for all maintenance within the Common Area, and each Owner shall be responsible for the maintenance of all portions of the Owner's Separate Interest, any appurtenant Exclusive Use Common Area and any

Board of Directors. No Owner, Resident or lessee shall plant any flowers, trees or plants in the unrestricted Common Area, except as specifically authorized by the Board of Directors.

2.10 ***Exclusive Use Common Areas.*** Each Exclusive Use Common Area shall be (i) appurtenant to the Separate Interest that bears the same number as the Exclusive Use Area as set forth on the Condominium Plan, and (ii) used only for the purposes set forth in this Declaration. The right to use an Exclusive Use Common Area shall be exercisable only by the Owner(s) of the Separate Interest appurtenant thereto and/or said Owner's tenant(s) and licensee(s). Conveyance of a Separate Interest shall effect conveyance of Exclusive Use Common Areas appurtenant thereto and transfer of all rights thereto to the vested Owner of the Separate Interest. Any license(s) thereto shall be terminated upon such conveyance. No Exclusive Use Common Area or any rights thereto (other than said revocable licenses) shall be transferred or conveyed apart from conveyance of the Separate Interest to which they are appurtenant. Each Exclusive Use Common Area shall be deemed to be Common Area for all those purposes set forth in this Declaration which are not inconsistent with this Declaration.

Subject to Rules and Regulations adopted by the Board, each Owner shall have the right to place outdoor patio furniture only on any Exclusive Use Common Area which the Owner has the exclusive right to use. Potted plants requiring water are not permitted on upper balcony Exclusive Use Common Areas. Should any Exclusive Use Common Area have appropriate areas therefor, to landscape and plant flowers and shrubs which do not unreasonably interfere with the enjoyment of adjacent Separate Interests or other portions of the Common Area.

Except as provided in this Section, nothing contained herein shall give any Owner the right to paint, decorate, remodel or alter said Exclusive Use Areas or any other part of the Common Area without the prior written consent of the Board.

2.11 ***Separate Interest Modification.*** Owners may modify their Separate Interests or other Improvements therein or thereon, subject to other applicable restrictions contained in the Governing Documents and subject to the following:

- 2.11.1 Modifications or alterations of the exterior of any Separate Interest or other Improvement must have the prior written consent of the Board or a duly appointed Architectural Committee, including any modifications to facilitate access for Persons who are physically impaired as provided by California Civil Code Section 1360. Any approval of a modification to accommodate Persons who are physically impaired may be conditioned on such modification's removal, by the Owner at his or her sole expense, once the access is no longer necessary to accommodate Persons who are physically impaired.
- 2.11.2 No Owner may install any shutter, screen, blind, curtain, drape or other appurtenance in or on any window or door except those items which conform with standards established by the Board.
- 2.11.3 No Owner may enclose any portion of an Exclusive Use Common Area without the prior written consent of the Board.
- 2.11.4 Except as provided by the Governing Documents, Owners shall not have the right to paint, decorate, remodel or alter any Exclusive Use Common Area or the Common Area without the prior written consent of the Board.

Improvements therein or thereon. However, Association maintenance shall not include glass surfaces, repairs or replacements arising out of or caused by the willful or negligent act of the Owner, the Owner's family, guests, tenants, or invitees, or caused by any of the perils covered by a standard form fire insurance policy with extended coverage endorsement thereon, or caused by flood, earthquake or other Acts of God.

All Improvements shall be maintained in a clean, sanitary and attractive condition and in accordance with the Condominium Plan and the original construction design of the Improvements in the Development.

Except as expressly authorized by this Declaration, no Person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any Improvement upon, or shall create any excavation or fill or change the natural or existing drainage of any portion of the Common Area. In addition, no Person, other than the Association, shall prune, trim or remove any tree, shrub or other vegetation from, or plant any tree, shrub, or other vegetation upon the Common Area without express written approval from the Board. Any unauthorized Improvement in the Common Area shall be considered a trespass on the Common Area and shall give the Board the right to remove the unauthorized Improvement summarily and without compensation to the party who installed it.

3.4 ***Restrictions on Owner Maintenance.*** Each Owner's maintenance duties are subject to the following limitations:

- 3.4.1 Each Owner shall keep the Exclusive Use Common Area free from debris and maintained in a reasonably good state of repair, subject to the approval of the Board or Architectural Committee.
- 3.4.2 No bearing walls, ceilings, floor or other structural or utility bearing portions of the Buildings housing the Separate Interests shall be pierced or otherwise altered or repaired, without the prior written approval of the plans for the alteration or repair by the Board or Architectural Committee. Likewise no interior plumbing or electrical work or modifications of any walls, floors or ceilings shall be made by any Owner or permitted to be made, without the prior written consent of the Board.
- 3.4.3 Subject to the foregoing, no Owner shall be responsible for the periodic structural repair or replacement of the Common Area adjacent to the Owner's Separate Interest or Exclusive Use Common Area, so long as the repair or replacement is not caused by the willful or negligent acts of the Owner or the Owner's family, tenants or guests.

3.5 ***Damage Caused by Owner or Item Under Control of Owner.*** [Civil Code §1367] If any damage to the Common Area or any Separate Interest results from the act or omission of any Owner, or such Owner's family members, tenants, guests, invitees, pets or other Person or entity deriving any interest through such Owner, or from any item, the maintenance, repair or replacement of which is an Owner responsibility, the cost of all repairs shall be borne solely by the culpable Owner. In the case of joint ownership of a Separate Interest, the liability of the co-Owners shall be joint and several, unless the co-Owners and the Association have agreed in writing to an alternative allocation of liability.

The Association shall be responsible for performing the repair of any damage to the Common Area or items over which the Association has control at the culpable Owner's expense. All repairs performed to correct any damage shall be sufficient to return the damaged property only to its condition prior to the damage, with upgrades as may be required to conform with any applicable building codes in effect at the time the damage is repaired.

The culpable Owner shall be responsible for performing the repair of any damage to his or her Separate Interest or Exclusive Use Common Area or other property over which such Owner has control. The Owner of any other Separate Interest which sustained damage shall be responsible for performing the repair of any such damage, and may recover the cost thereof to the culpable Owner.

If the culpable Owner disputes or refuses to pay the repair costs incurred by the Association, the Association, after following Notice and Hearing procedures as provided for the imposition of monetary fines or suspensions, may charge the cost of those repairs to such Owner as an Individual or Special Assessment, with the full authority to lien on such amount following non-payment. If the damage is such as may be covered by any insurance carried by the Association, the Board may, in its sole discretion, elect to submit the claim for the cost of repairs to its insurance carrier. Provided the submitted claim is covered by the Association's insurance, the culpable Owner shall be responsible for the cost of any deductible applicable to the covered claim. If the submitted claim is not covered by the Association's insurance, the Owner shall be responsible for the total cost of repair.

**3.6 *Water and Other Interior Damage.*** Notwithstanding any other provision in the Governing Documents, each Owner shall be solely responsible for the repair or replacement of any damage to any and all interior items of his or her Separate Interest, and the cost thereof, including, but not limited to, any personal property, decorations, interior surfaces, floor and wall coverings, appliances, fixtures or other items therein, caused by any Common Area component or Improvement or any other component or Improvement maintained by the Association, including water intrusion and mold from whatever source. An Owner may obtain and maintain such insurance, at his or her sole expense, to protect against any damage or loss of property due to water intrusion, or the cost of repair or replacement of damaged items for which such Owner is responsible. The Association shall not be liable for damage to property in the Development resulting from water which may leak or flow from outside of any Separate Interest or from any part of the Building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, including sewer backups, unless caused by the gross negligence of the Association, its Board, Officers, agents or employees.

**3.7 *Damage During Repairs.*** In the course of carrying out the maintenance and repair responsibilities of the Association, it may be necessary for agents or representatives of the Association to remove floor or wall coverings, appliances, fixtures or other similar items within a Separate Interest or Exclusive Use Common Area. In this event, the Association's agents or representatives shall use care to cause as little damage as possible. As provided in Section 5.6.4 and 14.8, the Owner of the area shall be responsible, at his or her sole expense, to repair or replace any such floor or wall coverings, appliances, fixtures or other similar items which might be damaged as an inevitable consequence of performing such repair or replacement by the Association's representatives or agents unless such damage is caused by the gross negligence of the Association, its Board, Officers, agents or employees.

**3.8 *Failure to Maintain.*** If an Owner fails to maintain the areas described herein pursuant to the standards set by the Board, the Board may notify the Owner of the corrective janitorial, maintenance or repair work required and request that the same be done within a reasonable time from the giving of such Notice. If the Owner fails to carry out such work within said time period, the Board may, after following Notice and Hearing procedures, cause such work to be done, and the cost thereof shall immediately be paid by such Owner to the Association and until paid shall bear interest at the rate of twelve percent (12%) per annum (but no greater than the maximum rate authorized by Law).

**3.9 *Termite Control.*** [Civil Code §1364] The responsibility for control of wood destroying pests or organisms shall be as provided in California Civil Code Section 1364. Although the Association ultimately is responsible for the control of termites in the Common Area and in any portions of the Separate Interest maintained by the Association, it is entitled to use its discretion to perform the work at the time

scheduled and in the manner deemed appropriate by the Board. The Association is not responsible nor legally required to perform termite treatment or to repair possible termite damage just to enable a sale to close escrow.

Neither the Association, the Board, Officers, agents and employees shall have any liability, absent willful or wanton negligence, to any Owner, family member, guest, invitee or tenant for any damage caused by the treatment.

3.10 ***Vacating Dwelling; Costs.*** [Civil Code §1364] The Association shall have the power to remove any Resident temporarily for such periods and at such times as may be necessary in connection with any maintenance or repair work performed by the Association, including, but not limited to, treatment for wood destroying pests or organisms. The costs of any temporary relocation during such maintenance or repair work shall be paid by the Owner affected. The Association shall give notice of the need to vacate temporarily a Separate Interest to the Record Owners and occupants not less than fifteen (15) days nor more than thirty (30) days prior to the date of the temporary relocation. The notice shall state the reason for the relocation, the date and time of the beginning of work, the anticipated date and time of termination of work and that the occupants will be responsible for all necessary accommodations during the relocation. The Association shall not be responsible for the loss of use of any Separate Interest during any maintenance, repair or replacement work undertaken by the Association or for any other reason.

#### ARTICLE 4 - ARCHITECTURAL AND DESIGN CONTROL

4.1 ***General.*** Any change or Improvement outside of a Separate Interest, or in the Common Area, including in any portion of the Common Area located inside the boundaries of a Separate Interest, or to an Exclusive Use Common Area shall be governed by this Article. Changes or Improvements to the Common Area authorized by the Board do not need to comply with the requirements of this Article. The powers and duties set forth in this Article shall be vested in, and exercised by, the Board. However, the Board may establish an Architectural Committee to assist the Board in reviewing architectural submittals, and to provide recommendations to the Board with regard to approval or disapproval of any submittal. The foregoing notwithstanding, the Board shall be solely responsible for approving or rejecting any architectural submittal.

4.2 ***Restricted Activity.*** No Building, fence, wall, pool, spa, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, trellis, landscaping, Improvement or structure of any kind, or exterior alteration, or any interior alteration which would affect or impair the structural integrity of the Building shall be commenced, erected, placed, painted or maintained within the Development, nor shall any alteration or Improvement of any kind be made thereto, until the same has been approved in writing by the Board, or by an Architectural Committee.

4.3 ***Architectural Rules.*** The Board or Architectural Committee may, from time to time and in its sole discretion, adopt, amend and repeal, Rules and Regulations to be known as "Architectural Rules." However, the Board shall have the ultimate authority to adopt, amend and repeal such Architectural Rules. Said Architectural Rules shall interpret and implement the provisions of this Article by setting forth the standards and procedures for review by the Board or Architectural Committee and guidelines for architectural design, placement of Buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Development; provided, however, that said Architectural Rules shall not violate the standards required by this Declaration. Unless any such Architectural Rules are complied with, an Owner's plans and specifications shall be deemed incomplete and not submitted.



4.4 ***Effect of Owner-installed Improvements.*** This Section shall apply to all Improvements installed in any Separate Interest or elsewhere on the Property, either by a current or former Owner or by that Owner's family members, agents, tenants, or by anyone exercising the Owner's powers, and without regard to whether the Owner first complied with the requirements of this Article 4, including without limitation, the requirement for seeking and obtaining prior written approval before installing any such Improvements.

Owner shall pay all costs and expenses incurred in the construction and installation of any such Improvements, and shall be fully responsible for the maintenance, repair and replacement of such Improvements. Each Owner shall be responsible for any damages to persons, property or otherwise that result from the construction, maintenance, use or continued existence of such Improvements and shall hold Association free and harmless from any and all costs and expenses attributable to the construction, installation, maintenance, repair, or replacement of such Improvements or to their continued existence or use. Association shall have no responsibility either for securing or maintaining insurance for any such Improvements.

Each Owner covenants and agrees that any such Improvements shall be constructed in strict compliance with the plans and specifications and in the exact location approved by Association, if so approved, shall be maintained in good condition and repair in accordance with generally accepted construction, maintenance and repair practices, and shall comply with all local, state and federal regulations, ordinances, laws and building codes. Owner shall be obligated to obtain any necessary building permits and inspections and to verify compliance with all requirements imposed by law. Association's approval of any such Improvements, if given, is limited to an approval based solely on the criteria contained in Article 4 and does not include a review for compliance with applicable laws.

All such Improvements shall be subject to the jurisdiction of the Association, acting through the Board, and to the Declaration, Bylaws, Rules and Regulations and other Governing Documents of the Association, and shall be subject to an easement in favor of Association to perform its duties under the governing documents. As such, each Owner shall pay all costs and expenses incurred in removing and replacing the Improvements, if such removal is required by Association, in its sole discretion, to perform its maintenance and repair responsibilities under the Declaration or any other Governing Documents of the Association. Association shall exercise such discretion reasonably and not arbitrarily.

Owner shall defend, indemnify and hold harmless Association, its members, Board, officers, agents and employees from and against any and all injuries, damages, causes of action or claims which may exist or be instituted against any or all of said parties because of, or in any manner arising from or connected with, the granting of written confirmation of approval for any Improvements, the power to grant and confirm such approval in writing, or the construction, maintenance, repair, replacement, existence or use of any such Improvements.

Each Owner releases the Association, its members, Board, officers, agents and employees from any duty or obligation to pay, or otherwise be responsible, for the cost of construction, maintenance, repair or replacement of any such Improvements, and releases said parties from any and all claims, injuries, damages and causes of action which may arise as a result of the construction, maintenance, repair or replacement of the Improvements or the continued existence or use of the Improvements.

If any Owner fails to construct, maintain or use such Improvements in accordance with any architectural approval granted by Association and according to the terms of this Article 4, Association shall have the power, at Owner's expense, either to maintain, repair or replace the Improvements or to remove the Improvements, in Association's sole discretion.



Association shall have the power, but not the obligation, unilaterally to record a document against the title to Owner's Separate Interest identifying the nature, description and location of any Improvements installed by Owner, whether installed with or without Association's approval, to put subsequent Owners on notice of their duties and obligations with respect to such Improvements under this Article 4.

4.5 **Liability.** Neither the Board, the Architectural Committee nor any member or designated representative thereof shall be liable to the Association or to 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; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the development of any property within the neighborhood; or (d) the execution and filing of an estoppel certificate whether or not the facts therein are correct; provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him or her.

4.6 **Non-Compliance with Laws.** All plans and specifications submitted by the Owners pursuant to this Article are not approved for engineering design or compliance with building codes. Neither the Association, the Board nor the Architectural Committee shall be responsible for any non-compliance with any Law by any Building or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications approved by the Board or Architectural Committee or any defect in any conditions or requirements they may have imposed with respect thereto.

4.7 **Governmental Approvals.** Prior to commencing any alteration or Improvements approved by the Board or Architectural Committee, the Owner shall comply with all appropriate governmental Laws and regulations, including obtaining a building permit where required by Law. Approval by the Board or Architectural Committee shall not be considered to satisfy the appropriate approvals that may be required by any governmental entity with appropriate jurisdiction. The Association's review is limited to aesthetic considerations and to insuring compliance with the Governing Documents. The Association shall not be obligated to ensure the Owner's compliance with the provisions of this Section. An Owner's failure to obtain such governmental approval may subject such Owner to certain penalties imposed by the governmental entity, notwithstanding the approval of the Board or Architectural Committee, which penalties shall be the responsibility of such Owner. Each Owner, by accepting a deed to his or her Separate Interest, agrees to reimburse the Association for any loss resulting from the violation of any applicable governmental Laws and regulations.

4.8 **Enforcement.** If there is a violation of any of the provisions of this Article by any Owner including, without limitation, failure of any Owner to comply with the written directive or order from the Board or Architectural Committee, the Board or Architectural Committee shall have the right and authority, after Notice and Hearing procedures, and in addition to any other remedies provided by Law, to perform the subject matter of such directive including, if necessary, the right to enter the Separate Interest where a violation of these restrictions exists, and the cost of such performance shall be charged to the Owner of the Separate Interest in question. Such costs shall be due within five (5) days after receipt of written demand therefore, and shall bear interest at the maximum rate allowed by Law. Said costs may be recovered by the Board or Architectural Committee together with such interest and actual attorney's fees and costs in an action at law against such Owner.

## ARTICLE 5 - ASSOCIATION

5.1 **Organization of the Association.** The Association is incorporated as a nonprofit corporation organized under the California Nonprofit Mutual Benefit Corporation Law. The Association is created for the purpose of managing the Development and is charged with the duties and granted the powers prescribed by Law and as set forth in the Governing Documents. The Association shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this Declaration or any other Governing Documents, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express or implied powers of the Association. If for any reason the Association shall lose or surrender its incorporated status for any reason, it shall be deemed to operate as an unincorporated association during any such period of time.

5.2 **Board of Directors.** The affairs of the Association shall be managed and its duties and obligations performed by an elected Board of Directors, as more fully provided in the Bylaws.

5.3 **Membership.** Every Owner, upon becoming an Owner, shall automatically become a Member of the Association. Ownership of a Separate Interest is the sole qualification for Membership. Each Member shall have the rights, duties, privileges, and obligations as set forth in the Governing Documents. Membership shall automatically cease when the Owner no longer holds an ownership interest in a Separate Interest. All Memberships shall be appurtenant to the Separate Interest conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated except as part of a transfer of the Owner's entire ownership interest, and then only to the transferee. Any transfer of the Owner's title to his or her Separate Interest shall automatically transfer the appurtenant Membership to the transferee. For each Separate Interest, there shall be on file with the Association an address of record for the Owner, if different from the address of the Separate Interest, and a phone number in case of emergency, all of which the Owner shall keep current.

5.4 **Membership Class; Voting Rights.** The Association shall have one class of Membership, and the rights, duties, obligations and privileges of the Members shall be as set forth in the Governing Documents. Each Member shall be entitled to cast one (1) vote for each Separate Interest owned, subject to the provisions set forth in the Bylaws and in the Corporations Code.

5.5 **Membership Meetings.** Meetings of Members shall be held in accordance with the Bylaws.

5.6 **General Powers and Authority.** [Civil Code §1363(c)] The Association shall have all the powers of a nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law, subject to any limitations set forth in the Governing Documents. It may perform all acts that may be necessary for or incidental to the performance of the obligations and duties imposed upon it. Its powers shall include, but are not limited to:

- 5.6.1 The power to establish, fix, levy, collect, and enforce the payment of Assessments against the Owners in accordance with the procedures set forth in Article 7 herein;
- 5.6.2 The right to institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the Owners, as provided in the California Civil Code and Code of Civil Procedure.
- 5.6.3 The right to discipline Owners for violation of any of the provisions of the Governing Documents (i) by suspending the Member's Membership rights,

including the Member's voting rights and the rights and privileges to use the Common Area and facilities appurtenant to the Owner's Separate Interest, (ii) by imposing monetary fines, subject to the requirements for Notice and Hearing as more fully set forth in the Bylaws or other Governing Documents, and (iii) to the extent allowed by Law, Recording a notice of noncompliance against the Owner's Separate Interest;

- 5.6.4 The right and easement for its agents and employees to enter any Separate Interest when necessary in connection with any maintenance, landscaping, or construction work for which the Association is responsible or for inspection of Common Area components. Except for any areas the Association maintains routinely, this entry shall be made only upon reasonable notice to the Owner (except in the case of an emergency) and with as little inconvenience to the Owner as is practicable. However, the Association shall not be responsible for any damage or destruction of Owner-installed Improvements that are damaged or destroyed in the course of the Association's exercise of its easement rights for access to any Association-maintained Improvements;
- 5.6.5 The Board shall have the power to remove any vehicle within the Development parked in violation of this Declaration or the Rules and Regulations in accordance with the provisions of California Vehicle Code Section 22658.2 and any amendments thereto;
- 5.6.6 The power to sublease, maintain, improve, construct, reconstruct (in the event of deterioration or destruction) and manage all of the Common Area and all facilities, improvements and landscaping thereon, and all property acquired by the Association, and pay all the costs thereof;
- 5.6.7 The power to obtain water, gas, electrical service and refuse collection service for the benefit of the Common Area;
- 5.6.8 The power, without the approval of the Membership, to bid and acquire any Separate Interest at a foreclosure sale; and
- 5.6.9 The power to use separate meters or submeters to charge Owners for use of utilities by such means as may be determined in the Board's discretion.

5.7 ***Other Powers and Duties of the Association.*** Subject to the limitations set forth in the Governing Documents, the Association, acting through the Board, shall have other powers and duties as more fully described in the Bylaws. For the purpose of, and to the extent necessary to the carrying out of the duties and exercising the powers granted the Association by this Declaration, its Articles and Bylaws, the Association is granted the use and occupancy of the Common Area.

## ARTICLE 6 - OPERATING RULES

6.1 ***Effect of Article.*** [Civil Code §1357.140] This Article applies to a Rule Change commenced on or after January 1, 2004. Nothing in this Article affects the validity of a Rule Change commenced before January 1, 2004. A Rule Change is commenced when the Board takes its first official action leading to adoption of the Rule Change.

6.2 **Power to Adopt Rules.** The Board shall have the power to adopt Operating Rules pertaining generally to the management and operation of the Development or the conduct of the business and affairs of the Association, including the use of the Separate Interests, the Common Area, any common facilities and Association-owned property, and the conduct of persons at Board and Members' meetings.

6.2.1 The Rules may include, but are not limited to:

- (a) Reasonable restrictions on the use of the Common Area and Separate Interests and by the Owners and their families, guests, employees, tenants and invitees.
- (b) Rules of conduct for the Owners, their families, guests, employees, tenants and invitees as to activities in the Common Area and the Separate Interests, including Rules that the Owner whose family members, guests, employees, tenants or invitees leave property on the Common Area in violation of the Rules, may be assessed to cover the expense incurred by the Association in removing such property and storing or disposing of it.
- (c) The setting of reasonable fees, deposits and use fees for any Common Area facilities.
- (d) The establishment of reasonable Notice and Hearing procedures, as provided in the Bylaws or other Governing Documents, and a schedule of monetary penalties and fines which may be imposed for violations of any provisions of the Governing Documents.

6.3 **Enforceability of Rules.** [Civil Code §1357.110] Subject to Section 6.6, a Rule is valid and enforceable only if all of the following requirements are satisfied:

6.3.1 The Rule is in writing.

6.3.2 The Rule is within Board's authority conferred by Law or by the Declaration, Articles of Incorporation or articles of association, or Bylaws.

6.3.3 The Rule is not inconsistent with governing Law and the Declaration, Articles of Incorporation or articles of association, and Bylaws.

6.3.4 The Rule is adopted, amended, or repealed in good faith and in substantial compliance with the requirements of the law.

6.3.5 The rule is reasonable.

6.4 **Special Rule Adoption Procedures.** [Civil Code §1357.110] Except as provided in Section 6.6 below, the Board shall use the following procedures when making a Rule Change:

6.4.1 The Board shall provide written notice of a proposed Rule Change to the Members at least thirty (30) days before making the Rule Change. The notice shall include the text of the proposed Rule Change and a description of the purpose and effect of the proposed Rule Change. Notice is not required by this section if the Board determines that an immediate Rule Change is necessary to address an imminent

threat to public health or safety or imminent risk of substantial economic loss to the Association.

- 6.4.2 A decision on a proposed Rule Change shall be made at a Board meeting after consideration of any comments made by Association Members.
- 6.4.3 As soon as possible after making a Rule Change, but not more than 15 days after making the Rule Change, the Board shall deliver notice of the Rule Change to every Association Member. If the Rule Change was an emergency Rule Change made under Section 6.4.4 below, the notice shall include the text of the Rule Change, a description of the purpose and effect of the Rule Change, and the date that the Rule Change expires.
- 6.4.4 If the Board determines that an immediate Rule Change is required to address an imminent threat to public health or safety, or an imminent risk of substantial economic loss to the Association, it may make an emergency Rule Change; and no notice is required, as specified in Section 6.4.1 above. An emergency Rule Change is effective for 120 days, unless the Rule Change provides for a shorter effective period. A Rule Change made under this section may not be re-adopted under this section.
- 6.4.5 [Civil Code §1350.7] A notice required by this section shall be given as provided in Civil Code §1350.7 as described in Section 15.9 of this Declaration.

6.5 ***Rule Reversal By Member Vote.*** [Civil Code §1357.140] Members may call a special meeting, in the manner provided in Civil Code §1357.140, to reverse certain Rules adopted by the Board. The right to call a meeting to reverse a Rule applies only to Rules adopted after January 1, 2004 and excludes any of the subjects set forth in Section 6.6.

6.6 ***Applicability of Sections 6.4 and 6.5.*** [Civil Code §1357.120]

- 6.6.1 [Civil Code §1357.120(a)] Sections 6.4 and 6.5 apply only to an Operating Rule that relates to one or more of the following subjects:
- (a) Use of the Common Area or of an Exclusive Use Common Area.
  - (b) Use of a Separate Interest, including any aesthetic or architectural standards that govern alteration of a Separate Interest.
  - (c) Member discipline, including any schedule of monetary penalties for violation of the Governing Documents and any procedure for the imposition of penalties.
  - (d) Any standards for delinquent Assessment payment plans.
  - (e) Any procedures for resolution of Assessment disputes.
- 6.6.2 [Civil Code §1357.120] Sections 6.4 and 6.5 do not apply to the following actions by the Board:

- (a) A decision regarding maintenance of the Common Area.
- (b) A decision on a specific matter that is not intended to apply generally.
- (c) A decision setting the amount of a regular or special assessment.
- (d) A Rule Change that is required by Law, if the Board has no discretion as to the substantive effect of the Rule Change.
- (e) Issuance of a document that merely repeats existing Law or the Governing Documents.

6.7 **Force and Effect of Rules.** Except as otherwise provided in this Article, the Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and their successors in interest whether or not actually received by them.

## ARTICLE 7 - ASSESSMENTS AND COLLECTION PROCEDURES

7.1 **Covenant to Pay.** [Civil Code §1367.1] Each Owner, by acceptance of a deed, sublease or any other interest in the Owner's Separate Interest, is deemed to covenant and agree to pay to the Association Regular, Special, Utility and Individual Assessments, and all other charges duly levied by the Association pursuant to the provisions of this Declaration or by Law. This covenant is independent of any covenants contained herein which obligate the Association to perform any actions or provide any services. Any Assessment, late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article, shall also be the debt and personal obligation of the Owner of the Separate Interest at the time the Assessment or other sums are levied. Co-Owners of a Separate Interest shall be jointly and severally liable for all charges levied by the Association on that Separate Interest. No Owner may waive or otherwise escape liability for these Assessments by nonuse of the Common Area or abandonment of the Owner's Separate Interest.

7.2 **Purpose of Assessments.** Except as provided herein, the Association shall levy Assessments sufficient to perform its obligations. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners; for the operation, replacement, improvement, and maintenance of the Development; and to discharge any other obligations of the Association under this Declaration. All Assessment payments shall be put into general operating and Reserve funds to be used for the foregoing purposes. Unless the Association is exempt from federal and state taxes, all Reserves shall be accounted for as contributions to the capital of the Association and as trust funds segregated from the Regular Assessments of the Association, or in any other manner authorized by Law or regulations of the Internal Revenue Service and the California Franchise Tax Board that will prevent such funds from being taxed to the Association as income.

7.3 **Budget Preparation.** [Civil Code §1365] Concurrently with preparation of the financial documents and budget required by Law and the Bylaws, the Board shall estimate the net charges to be paid during that next fiscal year, including a reasonable provision for contingencies, replacements and Reserves, with adjustments made for any expected income and surplus from the prior year's fund. The resulting amount shall constitute the Regular Assessments for the budgeted year. Failure of the Board to estimate the net charges within the time period stated herein shall not void any Assessment imposed by the Board.

**7.4 Regular and Special Assessments.** [Civil Code §1366] The Board shall determine and levy such Regular and Special Assessments as necessary to perform its duties under the Governing Documents, to meet its obligations, and to comply with applicable Laws. Regular and Special Assessments shall be uniform and divided equally among all Separate Interests and allocated among, assessed against and charged to each Owner according to the ratio of the number of Separate Interests owned by the assessed Owner to the total number of Separate Interests subject to Assessment. Regular Assessments for fractions of any month shall be prorated. Each Owner is obligated to pay Assessments to the Association in equal monthly installments on or before the first day of each month unless the Board adopts an alternative method for payment. Regular Assessments may be increased, or Special Assessments may be imposed, as the Board in its sole discretion determines necessary, subject however, to the increases permitted under Section 7.10 below.

**7.5 Special Assessments.** If the Board determines that the amount to be collected from Regular Assessments will be inadequate to defray the Common Expenses for the year due to the cost of any construction, unexpected repairs or replacements of Capital Improvements upon the Common Area, or any other reason, it shall make a Special Assessment for the additional amount needed. Special Assessments shall be levied and collected in the same manner as Regular Assessments, subject however, to the increases permitted under Section 7.10 below.

**7.6 Utility Assessments.** In addition to any other Assessment levied against a Separate Interest, the Association may impose a Utility Assessment for any utilities that are not separately metered and charged to the Separate Interests by the utility company. If any such Utility Assessment is imposed by the Association, each Owner shall be obligated to pay to the Association, or its agent, a Utility Assessment comprised of the costs for those utilities used by each Separate Interest as determined by the Board in its discretion. The amount of the Utility Assessment levied by the Association against a Separate Interest shall be based upon each Separate Interest's actual consumption of the utility and may vary from month to month based upon such actual usage. The rate charged to each Separate Interest shall be based upon the utility company's rate for multifamily, residential dwellings or an equivalent designation established by the utility company. The Utility Assessment may include a nominal fee charged by a Person or firm to read the submeter and administer the Utility Assessment.

Notwithstanding anything in the Declaration to the contrary, the Utility Assessment shall be separate from, and not considered a part of either Regular or Special Assessments, and shall not be subject to the limitations on the increases or decreases thereof contained in this Declaration or in California Civil Code Section 1366 or any successor statute or Law, because it is dependent on the actual use of utilities by the Residents of each Separate Interest. Duly levied Utility Assessments shall be subject to Section 7.12 herein regarding costs, late charges and interest for delinquent payment, and may become a lien on the Separate Interest, in the same manner as Regular and Special Assessments.

The Utility Assessment may include a fee for cable or other television services that is provided to all Owners. If approved by the affirmative vote of a majority of the Voting Power represented and voting at a duly held meeting at which a quorum is present or by written ballot conducted in accordance with Corporations Code §7513, the Owners may elect to approve or not to renew a bulk television services agreement which will then be assessed to all Owners on an equal basis.

**7.7 Individual Assessments.** The Board may levy other Assessments against specific Owners and their respective Separate Interests ("Individual Assessments"), including but not limited to, the following:

**7.7.1** Monetary penalties or fines levied against an Owner and his or her Separate Interest as a disciplinary measure for failure of such Owner, or his or her tenants, guests,

invitees, agents, or others claiming under such Owner, to comply with the Governing Documents.

7.7.2 Reimbursement Assessments against Owners and Separate Interests whenever the Association (i) performs any service or accomplishes any item of repair or maintenance which is the duty of any Owner to accomplish, but which has not been accomplished by such Owner, or (ii) incurs any costs which, by Law or as required by the Governing Documents, must be reimbursed by an Owner.

7.7.3 Reimbursement Assessments against Owners and Condominiums whenever the Association performs any maintenance work required that is specifically to be charged to the Owner who benefits, as set forth in Exhibit B.

Except for the Reimbursement Assessments described in Section 7.7.3 above, the Board shall provide an Owner with Notice and Hearing procedures in accordance with the Bylaws or other Governing Documents, before levying an Assessment provided for in this Section. Individual Assessments include attorney's fees and other charges payable by such Owner, pursuant to the provisions of this Declaration.

7.8 **Collection of Monetary Penalty.** [Civil Code §1367] If the Board of Directors imposes a monetary penalty or fine against an Owner, that fine shall be subject to costs, late charges and interest as described in Section 7.12 for delinquent payment. Furthermore, such fine or monetary penalty may become a lien on the Separate Interest, collectable by the Association as allowed by Section 7.13 herein, so long as such monetary penalty is for damage to the Common Area or other areas the Association is responsible for maintaining. If such monetary penalty is not for damage to the Common Area or for damage to other areas the Association is responsible for maintaining, the monetary penalty also may become a lien on the Unit, collectable by the Association through judicial foreclosure or other methods permitted by Law or by Section 7.13 herein, so long as the Association does not seek to enforce such a lien through nonjudicial foreclosure.

7.9 **Separate Interests Not Subject To Assessment.** Assessments that would normally become due on Separate Interests, but which Separate Interests are owned by the Association, shall be deemed to be Common Expenses collectible from all of the remaining Separate Interests in the same proportion that each Separate Interest bears to all other Separate Interests, after excluding the Separate Interests owned by the Association.

7.10 **Limitation on Assessment Increases.** [Civil Code §1366] Except for an "Emergency," as defined below or by Law, the Board may not, without the approval of a majority of the Owners casting a majority of the votes at a meeting or election of the Association at which a quorum is present, conducted in accordance with Corporations Code Sections 7510 - 7527 and 7613, impose a Regular Assessment per Separate Interest that is more than twenty percent (20%) greater than the Regular Assessment for the preceding fiscal year, or levy Special Assessments that, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. For purposes of this Section, a "quorum" means more than fifty percent (50%) of the Owners of the Association. These limitations shall not apply to Assessment increases that are necessary for an Emergency. An "Emergency" is an extraordinary expense that is:

7.10.1 Required by a court order;

7.10.2 Necessary to repair or maintain the Development or any part of it for which the Association is responsible when a threat to personal safety in the Development is discovered; or



7.10.3 Necessary to repair or maintain the Development or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget. Before the Board may impose or collect an Assessment in such an emergency, it shall pass a resolution containing written findings as to the necessity of the extraordinary expense and why the expense was not or could not have been reasonably foreseen in the budgeting process, and shall distribute the resolution to the Owners with the notice of Assessment.

7.11 **Owner Notice of Assessments.** [Civil Code §1366] The Association shall provide notice by first-class mail to the Owners of any increase in the Regular Assessments or the imposition of a Special Assessment not less than thirty (30) days nor more than sixty (60) days prior to the date the increase in the Regular Assessment or Special Assessment becomes due.

7.12 **Costs, Late Charges and Interest.** [Civil Code §1366] Late charges may be levied by the Association against an Owner for the delinquent payment of any Assessment, fines and monetary penalties. An Assessment, including any installment payment, is delinquent fifteen (15) days after its due date. If an Assessment is delinquent, the Association may recover all of the following from the Owner:

- 7.12.1 Reasonable costs incurred in collecting the delinquent Assessment, including actual attorneys' fees.
- 7.12.2 A late charge not exceeding ten percent (10%) of the delinquent Assessment or ten dollars (\$10.00), whichever is greater, or the maximum amount allowed by Law.
- 7.12.3 Interest on the foregoing sums, at an annual percentage rate of twelve percent (12%) commencing thirty (30) days after the Assessment becomes due.

No late charge may be imposed more than once for the delinquency of the same payment. The amounts delinquent, including the entire unpaid balance and any related costs described herein, may be collected by the Association as provided by Law and in Section 7.13 below.

7.13 **Collection of Delinquent Assessments and Late Charges.** [Civil Code §§1367, 1367.1 & 2924b] The following requirements shall apply except to the extent hereafter modified by Law:

7.13.1 Delinquent Assessments, fines, monetary penalties, and any related late charges, reasonable costs of collection (including actual attorneys' fees), penalties, and interest, assessed in accordance with Section 7.12 herein, shall be a debt of the Owner and shall become a lien upon the Owner's Separate Interest when a Notice of Delinquent Assessment (hereafter "Lien") is duly Recorded as provided in California Civil Code Section 1367 or 1367.1. For any lien Recorded before January 1, 2003, the Association shall comply with the requirements of Civil Code §1367. For any lien Recorded on or after January 1, 2003, the Association shall comply with the requirements of Civil Code §1367.1. Unless otherwise permitted or required by Law, at least thirty (30) days before Recording a Lien, the Association shall notify the Owner in writing, by certified mail of the following:

- (a) A general description of the collection and Lien enforcement procedures of the Association, the method of calculation of the amount owed, a statement that the Owner has the right to inspect the Association records, pursuant to

Section 8333 of the Corporations Code, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed: "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."

- (b) An itemized statement of the charges owed by the Owner, including items on the statement which indicate the amount of any delinquent Assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges and interest, if any.
- (c) A statement that the Owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the Assessment was paid on time to the Association.
- (d) The right to request a meeting with the board in executive session, as provided in Civil Code Section 1367.1.

7.13.2 Any payments made by the Owner toward the amounts owed to the Association shall first be applied to the Assessments owed, and, only after the Assessments owed are paid in full shall the payments be applied to the fees and costs of collection, attorney's fees, late charges, or interest. When an Owner makes a payment, the Owner may request a receipt, and the Association shall provide it. The receipt shall indicate the date of payment and the person who received it. The Association shall provide a mailing address for overnight payment of Assessments.

7.13.3 An Owner may dispute the debt owed to the Association by submitting a written explanation to the Board of the reasons for his or her dispute. The Board shall respond in writing to the Owner within fifteen (15) days after the date of the postmark of the explanation, if the explanation is mailed within fifteen (15) days after the postmark of the certified mail notice from the Association to the Owner. An Owner may submit a written request to meet with the Board to discuss a payment plan for the debt sent in the certified mail notice. The Association shall provide the Owners the standards for payment plans, if any exist. The Board shall meet with the Owner in executive session within forty-five (45) days of the postmark of the request, if the request is mailed within fifteen (15) days after the date of the postmark of the certified mail notice to the Owner, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more members to meet with the Owner.

7.13.4 Unless otherwise provided by Law, the Lien shall state the amount of the Assessment and other sums imposed as authorized by this Declaration or by Law, a legal description of the Owner's Separate Interest against which the Assessment and other sums are levied, and the name of the Record Owner of the Separate Interest. The Lien shall also secure all other Assessments and all other charges, including late charges, interest, costs, and attorney's fees, which shall become due and payable with respect to the Owner's Separate Interest following the Recording of the Lien. The Lien need not be amended to reflect any partial payments after its Recording, and any such partial payments shall not be construed to invalidate the Lien, and said Lien may be foreclosed upon as set forth herein even though the

delinquent Owner has made one or more partial payments. Said Lien shall continue until all amounts secured thereby are fully paid or otherwise satisfied. If the Lien is to be enforced by nonjudicial foreclosure as provided by Law, the Lien shall state the name and address of the trustee authorized by the Association to enforce the Lien by sale. The Lien shall be signed by any Officer of the Association, or any employee or agent of the Association authorized to do so by the Board, or by the Association's attorney. The Lien shall be mailed in the manner set forth in Civil Code §2924b, to all Record Owners of the Separate Interest no later than ten (10) calendar days after Recording. Within 21 days after the payment of the sums specified in the Lien, the Association shall Record or cause to be Recorded a Lien release or notice of rescission and provide the Owner of the Separate Interest a copy of the Lien release or notice that the delinquent Assessment has been satisfied.

- 7.13.5 A monetary penalty or fine may not become a Lien on a Separate Interest enforceable by the sale of the Separate Interest using nonjudicial foreclosure except for a monetary penalty that has been levied to recover for damage to the Common Area or for damage to other areas the Association is responsible for maintaining. Notwithstanding the foregoing, a monetary penalty or fine imposed as a disciplinary measure for failure of a member to comply with the governing documents may become a Lien on a Separate Interest, so long as it states expressly that such Lien may not be enforceable by sale of the Separate Interest using nonjudicial foreclosure under Civil Code §§ 2924, 2924b, and 2924c.
- 7.13.6 An Association may not voluntarily assign or pledge the Association's right to collect payments or Assessments, or to enforce or foreclose a lien to a third party, except when the assignment or pledge is made to a financial institution or Lender chartered or licensed under federal or state Law, when acting within the scope of that charter or license, as security for a loan obtained by the Association. However, the foregoing provision may not restrict the right or ability of an Association to assign any unpaid obligations of a former Member to a third party for purposes of collection. Subject to the limitations of this subdivision, after the expiration of thirty (30) days following the Recording of a Lien created pursuant to this Section, the Lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the Lien, or sale by a trustee substituted pursuant to Civil Code §2934a. Any sale by the trustee shall be conducted in accordance with the provisions of Civil Code §§2924, 2924b, and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trusts. The fees of a trustee may not exceed the amounts prescribed in Civil Code §§2924c and 2924d.
- 7.13.7 Nothing in this Section or in Code of Civil Procedure §726(a) prohibits actions against the Owner to recover sums for which a Lien is created pursuant to this Section or prohibits an Association from taking a deed in lieu of foreclosure.
- 7.13.8 If it is determined that a Lien previously Recorded against a Separate Interest was Recorded in error, the party who Recorded the Lien shall, within 21 calendar days, Record or cause to be Recorded a lien release or notice of rescission and provide the Owner with a declaration that the Lien filing or Recording was in error and a copy of the Lien release or notice of rescission.

7.13.9 If the Association fails to comply with the procedures set forth in this Section, it shall, before Recording a Lien, recommence the required notice process. The Association and not the Owner shall bear any costs associated with recommencing the notice process.

7.14 ***Priority of Assessment Lien.*** [Civil Code §1367.1(d)] The Assessment lien referred to in Section 7.13 shall be superior to all other liens, except (i) all taxes, bonds and governmental assessments which, by Law, would be superior thereto, and (ii) the lien or charge of any First Mortgage of Record. Notwithstanding any other provision to the contrary, the following provisions shall govern the priority and obligation for payment of the Assessment Lien:

7.14.1 Only the judicial or non-judicial foreclosure of the First Mortgage shall operate to transfer title free of the Assessment Lien or obligation for any Assessment Lien, and then only as to payments which became due prior to the date of sale.

7.14.2 Neither the transfer of a Separate Interest pursuant to a foreclosure of any Mortgage, nor an election by the Association to proceed against any new Owner for payment, shall serve to cancel the personal obligation of the prior Owner for payment of the delinquent Assessments and charges which accrued during such Owner's period of ownership. The personal obligation of any Owner for payment of delinquent Assessments and charges may be satisfied, and therefore discharged, only by payment of the entire amount of the delinquent Assessments and charges, whether or not such Owner remains in possession of his or her Separate Interest.

7.14.3 No sale or transfer of any Separate Interest shall relieve such Separate Interest or its new Owner from liability for any future Assessments which accrue during such Owner's period of ownership.

7.14.4 With respect to any liens created pursuant to this Declaration or the Governing Documents, whether such liens are now in existence or are created at any time in the future, each Owner hereby waives the benefit of any homestead or exemption Laws of the State of California now in effect, or in effect from time to time hereafter, to the extent permitted by Law.

7.14.5 All Assessments shall be payable in the amount specified by the Association. No offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided for in this Declaration.

7.15 ***Taxation of Association.*** If any real property taxes are assessed against the Association, rather than against the Owner's Separate Interests, said taxes shall be added to the annual Assessments, and, if necessary, a special Assessment may be levied against the Separate Interests in an amount equal to said taxes, to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

7.16 ***Statement of Delinquent Assessment.*** [Civil Code §1368] The Association shall provide any Owner, upon written request and upon payment of a reasonable fee, with a statement specifying the amounts of any delinquent Assessments and related late charges, interest, and costs levied against the Owner's Separate Interest. Any purchaser or encumbrancer who has acted in good faith and extended value may rely upon such certificate as conclusive evidence of whether the Assessments on the specified Separate Interest have been paid.

## ARTICLE 8 - ENFORCEMENT

8.1 **Right to Enforce; Remedies.** [Civil Code §1354] The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all provisions, conditions, restrictions, covenants, easements, reservations, liens and charges now or hereafter imposed by the Governing Documents. The remedies provided for herein are to be considered cumulative and the use of one remedy shall not preclude the use of any other.

8.2 **Nuisance.** The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, reservation, lien or charge contained in the Governing Documents is violated in whole or in part, is declared to be and to constitute a nuisance, and every remedy allowed by Law or equity against a nuisance, either public or private, shall be applicable against every act or omission or incident resulting in a nuisance and may be exercised by any Owner or the Association. Damages at law are declared to be inadequate to remedy any such violation.

8.3 **Compliance by Owners, Tenants, Etc.** Each Owner, tenant, occupant, licensee, invitee or guest within the Development shall comply with the provisions of this Declaration, the Bylaws, other Governing Documents of the Association and decisions and resolutions of the Association or its duly authorized representative. Each Owner shall be responsible for insuring that his or her tenant, occupant, licensee, invitee or guest within the Development complies with the terms hereof. Failure to comply with any such provisions, decisions or resolutions shall be grounds for actions to recover sums due, for damages, for injunctive relief, for declaratory relief or such other relief as is just and proper.

8.4 **Failure to Enforce.** Failure by the Association or any Owner to enforce any provisions of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

8.5 **Violation of Law.** Any violation of any state, municipal or local Law, ordinance or regulation pertaining to the ownership, occupation or use of any Separate Interest within the Development is declared to be a violation of the Governing Documents and subject to any or all of the enforcement procedures herein set forth.

8.6 **Compliance with Statute.** [Civil Code §1354] All activities to enforce the provisions of the Governing Documents shall be conducted in accordance with all applicable Laws, statutes and ordinances, including any obligation to attempt to use alternative dispute resolution, whether pursuant to Civil Code Section 1354 or any similar statute. This Section shall apply to both the Association and to all Owners.

## ARTICLE 9 - INSURANCE

9.1 **Fire and Casualty Insurance.** The Association shall obtain and maintain a policy or policies of fire and casualty insurance with an extended coverage endorsement for the full insurable replacement value, without deduction for depreciation, of the Improvements in the Common Area. The Association is obligated to obtain only a "bare walls" policy that does not insure fixtures, installations or additions within the Separate Interests, such as built-in or set-in appliances, plumbing fixtures, cabinets or floor and wall coverings. Such policy or policies shall provide a separate loss payable endorsement in favor of any Mortgagee of each Separate Interest, if any, and shall contain provisions, to the extent possible, protecting against any reduction in the amount of the proceeds payable as a result of any fire or similar insurance independently carried by any Owner of or in respect to any individual Separate Interest. The amount of any

deductible shall be determined by the Board. This insurance shall be maintained for the benefit of the Association, the Owners, and their Mortgagees, as their interests may appear as named insureds, subject, however, to any loss payment requirements set forth in this Declaration. If required by any First Lender who notifies the Association of its requirement, and if economically feasible and available, such policies shall contain an agreed amount endorsement, an inflation guard endorsement, and a construction code upgrade endorsement.

9.2 **General Liability Insurance.** [Civil Code §§1365.7 & 1365.9] The Association shall obtain and maintain a policy or policies of comprehensive public liability insurance to protect the Association, its Officers, Directors, agents and employees, the Owners, and the Owners' relatives, invitees, guests, employees, and their agents against any liability for bodily injury, death, and property damage arising from the activities of the Association and its Members with respect to the Common Area and any Separate Interests owned by the Association. Limits of liability under the insurance shall not be less than two million dollars (\$2,000,000) covering all claims for death, personal injury, and property damage arising out of a single occurrence. If the minimum amount necessary to comply with Civil Code Sections 1365.7 or 1365.9 or any successor statute is a larger amount, the statute shall control.

9.3 **Directors and Officers Liability Insurance.** [Civil Code §§1365.7] The Association shall also obtain and maintain one or more policies of insurance which shall include coverage for the individual liability of Officers and Directors of the Association for negligent acts or omissions of those Persons acting in their capacity as Officers and Directors. Limits of liability under this insurance shall be in the minimum amount of one million dollars (\$1,000,000). If the minimum amount necessary to comply with Civil Code Section 1365.7 or any successor statute is a larger amount, the statute shall control.

9.4 **Fidelity Coverage.** The Association shall purchase and maintain fidelity coverage, naming the Association as an obligee, for any Person or entity handling funds of the Association, whether or not such Persons or entities are compensated for their services. If an agent handles Association funds, such agent shall be covered by the Association's coverage, if reasonably available, unless such agent provides similar coverage. The Association's coverage may be in the form of a separate bond, a separate policy (e.g. crime policy), or may be added by endorsement to the general policies carried by the Association. The Board shall have the discretion to determine the amount of coverage. However, in no event may the aggregate amount of this coverage be less than a sum equal to three (3) months' aggregate Assessments on all Separate Interests plus Reserve funds.

9.5 **Other Association Insurance.** The Association shall purchase and maintain workers' compensation insurance to the extent necessary to comply with any applicable Laws. The Association also may purchase and maintain a blanket policy of flood insurance, and demolition insurance in an amount that is sufficient to cover any demolition that occurs following the total or partial destruction of the Development and a decision not to rebuild. The Association may purchase such other insurance as the Board in its discretion considers necessary or advisable, including earthquake insurance coverage.

9.6 **General Insurance Requirements.** Any insurance maintained by the Association shall contain a waiver of subrogation as to the Association and its Officers, Directors, and Members, the Owners and Occupants of the Separate Interests and Mortgagees, and a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured.

9.7 **Review of Insurance; Notice of Cancellation or Modification.** The limits and coverage of insurance carried by the Association shall be reviewed at least annually by the Board and increased or decreased in its discretion. The Board may, in its discretion, obtain a current appraisal of the full replacement value of the buildings and improvements in the Project, except for foundations, footings and

masonry walls, without deduction for depreciation, by a qualified independent insurance appraiser, prior to each such annual review. Such policies shall include a provision for at least ten (10) days' prior written notice to the Association, and, if available, to each First Lender which is listed as a scheduled holder of a First Mortgage in the insurance policy, of any cancellation, termination or substantial modification by any insurance carrier or provider.

9.8 ***Qualifications of Insurance Carriers.*** The Association shall use generally acceptable insurance carriers that are admitted to sell insurance in the State of California from which to purchase and maintain the coverage required herein to the extent such insurance is available at a reasonable premium cost.

9.9 ***Failure to Acquire Insurance.*** The Association shall purchase, obtain and maintain the types of insurance with the coverages described in this Article, or as requested by any Eligible Lender, if and to the extent such insurance, is available at a reasonable premium cost. The Association, and its Directors and Officers, shall have no liability to any Owner or Mortgagee if, after a good faith effort, it is unable to obtain any insurance required hereunder, because the insurance is no longer available or, if available, can be obtained only at a cost that the Board, in its sole discretion, determines is unreasonable under the circumstances, or the Members fail to approve any Assessment increase needed to fund the insurance premiums. In such event, the Board promptly shall notify each Member and any Mortgagee entitled to notice that the specific insurance will not be obtained or renewed. In making a determination as to whether to acquire any such discretionary insurance, the Board may base its decision upon, among other things, a vote of the Owners.

The Board may also take such action as the Board deems appropriate, including the reduction of coverage to reduce or limit claims that may lead to the non-renewal of insurance while maintaining the broadest coverage possible for other losses, especially if the coverage not provided by the Association can be obtained by individual owners with less risk to the coverage provided to all owners.

9.10 ***Trustee for Policies.*** The Association, acting through its Board, is appointed and shall be deemed trustee of the interests of all named insureds under all insurance policies purchased and maintained by the Association. The Board may also appoint an insurance trustee. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board shall use the proceeds for the repair or replacement of the property for which the insurance was carried or for the purposes described in Article 10 herein. The Board also is authorized to negotiate loss settlements with the appropriate insurance carriers, to compromise and settle any claim or enforce any claim by any lawful action, and to execute loss claim forms and release forms in connection with such settlements.

9.11 ***Insurance Premiums.*** Insurance premiums for any insurance coverage obtained by the Association shall be a Common Expense and included in the Regular or Special Assessments.

9.12 ***Insurance Policy Deductibles.*** The Board of Directors shall have the power, in its sole discretion, to determine the amount of any deductible applicable to any insurance policy carried by the Association. If there is a loss for which Association insurance coverage is used, the responsibility for payment of any deductible shall be as follows:

- 9.12.1 If the damage or loss occurs to an item of personal property or other item an Owner is responsible for maintaining, the Owner shall be responsible for the cost of any deductible.

- 9.12.2 If the damage or loss occurs to an item owned by the Association or the Association is responsible for maintaining, the Association shall be responsible for the cost of any deductible.
- 9.12.3 If the damage or loss occurs to any Separate Interest and the Common Area, or to more than one Separate Interest, the responsibility for the payment of any deductible shall be apportioned among the affected parties on the basis of the ratio of each parties' cost of repair to the total costs of repair. However, for simplicity or ease of implementation, the Board shall have the right, but not the obligation, to establish a policy under which the Association would pay the entire deductible, if the total loss exceeds a certain dollar figure, or if the number of affected parties exceeds a certain number.
- 9.12.4 The foregoing is intended to provide a mechanical and equitable method of apportioning deductibles under all circumstances. However, if the damage or loss is due to the act or omission of any Owner, or of a Resident, guest, tenant, contract purchaser, employee, agent, contractor or invitee of an Owner, the party who was damaged by such act or omission shall have the option of seeking recovery of any portion of the deductible that party was forced to pay from the Owner and/or other responsible party.

9.13 **Insurance Disclosures.** [Civil Code §1365] The Association shall disclose such information regarding insurance coverage as and when required by any applicable statute or Law. Failure to disclose such information shall not impose any liability upon the Association or Board other than that provided for in such statute or Law.

9.14 **Individual Casualty Insurance.** An Owner is responsible for obtaining and maintaining such insurance, at his or her sole expense, to protect against any damage to, or loss of property, and the cost of repair or replacement of damaged items, including, but not limited to, any Improvements made by an Owner any personal property, decorations, floor and wall coverings, appliances, fixtures or other items therein, or any exterior items for which such Owner is responsible, such as landscaping, which is caused by any Common Area component or by any component maintained by the Association or by any failure thereof. The Association shall not be liable to any Owner or his or her tenants, guests or others, for damage to or loss of any such property, or the cost of repair or replacement of any damaged property or portions of such Owners' Separate Interest or Exclusive Use Common Area, unless such damage is caused by the gross negligence of the Association, its Board, Officers, agents or employees.

The Association is not obligated to obtain, and generally does not supply insurance coverage to provide Owners with alternative housing accommodations or loss of rental income, if the Owner's Separate Interest property becomes uninhabitable due to fire or other casualty. Each Owner should obtain coverage for such events under the Owner's own policy.

All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other Owners, the Association, and any institutional First Lender of such Separate Interest.

If there is any diminution in insurance proceeds that otherwise would be payable under the Association's insurance coverage obtained under the terms of Section 9.1, and such diminution results from the terms of any insurance carried by an Owner, the Owner will be liable to the Association to the extent of any such diminution, and thus the Owner shall assign the proceeds of such insurance carried by him to the



Association, to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

9.15 **Individual Liability Insurance.** An Owner may carry whatever personal liability and property damage liability insurance with respect to his or her Separate Interest that he or she that he or she believes is sufficient to protect such Owner from liability for the acts or omissions of such Owner. The Association is not obligated to obtain, and generally does not supply insurance coverage to protect Owners against such liabilities.

## ARTICLE 10 - DAMAGE OR DESTRUCTION

10.1 **Duty to Restore.** [Civil Code §1359] Subject to the provisions of Civil Code Section 1359, and Section 10.5 herein, a portion of the Development that is damaged or destroyed, must be repaired or replaced promptly by the Association unless:

- 10.1.1 The Development is terminated;
- 10.1.2 Repair or replacement would be illegal under a state statute or municipal ordinance;  
or
- 10.1.3 Eighty percent (80%) of Owners vote not to rebuild.

10.2 **Cost of Repair.** Any cost of repair or replacement in excess of insurance proceeds and Reserves shall be a Common Expense, levied against Separate Interests in the same proportion as Regular Assessments are levied.

10.3 **Repair Plans.** The Development must be repaired and restored in accordance with either (a) the original plans and specifications, updated as required to reflect applicable building codes, or (b) other plans and specifications which have been approved in writing by the Board, a majority of Owners, and at least fifty-one percent (51%) of the Eligible Lenders holding Mortgages on Separate Interests subject to the repair.

### 10.4 **Replacement of Less Than Entire Development.**

- 10.4.1 Any insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Development.
- 10.4.2 Except to the extent that other Persons or entities will be distributees:
  - (a) Any insurance proceeds attributable to a Separate Interest and Exclusive Use Common Area that are not rebuilt must be distributed to the Owner of that Separate Interest and the Owner of the Separate Interest to which the Exclusive Use Common Area is appurtenant, or to Lenders or lien holders, as their interests may appear; and
  - (b) The remainder of the proceeds must be distributed to each Owner or lien holder, as their interests may appear, in proportion to the interests of all the Separate Interests.

- (c) If the Owners vote not to rebuild a Separate Interest, the common interest portions of the Separate Interest shall be reallocated among all other Separate Interests, and the Board is hereby appointed as attorney-in-fact on behalf of the Owners, Lenders and other lienholders to prepare, execute and Record an amendment to the Declaration and/or Condominium Plan reflecting the reallocations.

10.5 **Sufficient or Insufficient Insurance; Minor Repair.** If there is a total or partial destruction of the Improvements in the Development, and if the available proceeds of the insurance carried pursuant to Article 9 are sufficient to cover at least ninety-five percent (95%) of the costs of repair and reconstruction, the Improvements shall be promptly rebuilt unless, within ninety (90) days after the date of destruction, or as soon thereafter as reasonably possible, the Members holding at least seventy-five percent (75%) of the total Voting Power present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall not take place.

If the proceeds of insurance are less than ninety five percent (95%) of the costs of repair and reconstruction, repair and reconstruction may nevertheless take place if, within ninety (90) days from date of destruction, or as soon thereafter as reasonably possible, Members then holding at least fifty-one percent (51%) of the total Voting Power present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction will take place. If the Members vote not to repair or reconstruct, the Board shall be required to execute, acknowledge and record in the County Recorder's Office, not later than one hundred twenty (120) days after the date of such destruction, or as soon after the vote by the Members as reasonably possible, a certificate declaring the intention of the Members not to rebuild. Upon the recording of such a certificate, any Owner shall have the right to maintain an action for partition.

10.6 **Insurance Proceeds.** An insurance trustee appointed by the Board or insurance company, or if there is no trustee, then the Board, acting by a majority vote, shall hold any insurance proceeds in trust for the Association, Owners and lien holders as their interests may appear. Subject to the provisions of this Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged property. The Association, Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the Development has been completely repaired or restored, or unless the Development is terminated.

10.7 **Disbursements to Owners and Mortgagees.** Any insurance proceeds distributed to Owners and Mortgagees shall be distributed proportionately according to the fair market values of the Separate Interests at the time of the destruction as determined by an independent appraisal. That appraisal shall be performed by an independent appraiser who shall be selected by the Board and who shall be a member of, and apply the standards of, a nationally recognized appraiser organization.

10.8 **Certificates By Board.** The trustee, if any, may rely on the following certifications in writing made by the Board:

10.8.1 Whether or not damaged or destroyed property is to be repaired or restored; and

10.8.2 The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

10.9 **Certificates by Attorneys or Title Insurance Companies.** If payments are to be made to Owners or Mortgagees, then the Board and the trustee, if any, shall obtain and may rely on a title insurance

company's or attorney's title certificate or a title insurance policy based on a search of the Official Records of the County Recorder, stating the names of the Owners and the Mortgagees.

## ARTICLE 11 - EMINENT DOMAIN

11.1 **Representation by Association.** The Association shall represent the Owners in any threatened condemnation, condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or any part thereof. In furtherance of this purpose, all Owners, by acceptance of a deed to their respective Separate Interests, irrevocably appoint the Association as their attorneys-in-fact to represent such Owners in any such condemnation proceeding or to negotiate with any condemning authority or its agents in lieu of a condemnation proceeding.

Due to the potential for conflicting interests among Owners and their respective Lenders, the Association shall have no obligation to represent any Owner in the taking of any Separate Interests by eminent domain.

11.2 **Taking of Common Area.** As used in this Article, the term "taking" shall mean condemnation by eminent domain, or by sale under threat thereof, of all or part of the Development. In a taking or acquisition of part or all of the Common Area by a condemning authority, or any transfer in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the award or proceeds of settlement, less any fees or costs incurred in collection thereof, shall be payable to the Association, or any trustee appointed by the Association, for the use and benefit of the Owners and their Lenders as their interests may appear according to the relative values of the Separate Interests affected by the condemnation where Separate Interests are not valued separately by the condemning authority or by the court. If such an appraisal is necessary, it shall be performed by an independent appraiser who shall be selected by the Board and who shall be a member of, and apply the standards of, a nationally recognized appraiser organization. The cost of such appraisal shall be deducted from the proceeds or award.

11.3 **Taking of Separate Interest.** If there is an award for the taking of any Separate Interest in the Development by eminent domain, the respective Owner and any Lenders of such Separate Interest shall be entitled to receive the award for such taking, less any fees and costs incurred in collecting such amount and only up to the fair market value of the Separate Interest, and after acceptance thereof, the Owner and the Lender shall be divested of all interest in the Development if such Owner shall vacate his Separate Interest as a result of such taking. Each Owner shall also have the exclusive right to claim any award made for such Owner's personal property, and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation. The remaining portion of the Development shall be resurveyed, if necessary, and the Declaration and/or Condominium Plan shall be amended to reflect such taking and to readjust proportionately the percentages of undivided interest of the remaining Owners in the Development based on the number of Separate Interests remaining in the Development. The Board is hereby appointed as attorney-in-fact on behalf of the Owners, Lenders and other lienholders to prepare, execute and Record an amendment to the Declaration and/or Condominium Plan reflecting such reallocations.

11.4 **Substantial Taking.** [Civil Code §1359] If there is a substantial taking of the Development (*i.e.* more than fifty percent), the Owners may terminate the legal status of the Development and, if necessary, bring a partition action under California Civil Code Section 1359 or any successor statute, on the election to terminate by fifty-one percent (51%) of the total Voting Power of the Association. The proceeds from the partition sale, less any costs or fees incurred in collection thereof, shall be distributed to the Owners and their respective Lenders in proportion to the fair market values of the Separate Interests.

## ARTICLE 12 - LENDERS AND LENDER RIGHTS

12.1 **Lender Rights.** Mortgagees of Separate Interests in the Development shall be entitled to the rights and guaranties set forth in this Article.

12.2 **Effect of Breach.** No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall render invalid the lien of any First Mortgage on any Separate Interest made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through judicial or non-judicial foreclosure, or otherwise.

12.3 **No Right of First Refusal.** This Declaration neither contains nor shall be amended to contain any provision creating a "right of first refusal" to the Association or Owners before a Separate Interest can be sold. Should any such rights nevertheless be created in the future, such rights shall not impair the rights of any First Lender to: (a) foreclose or take title to a Separate Interest pursuant to the remedies provided in the Mortgage, (b) accept a deed (or assignment) in lieu of foreclosure following a default by a Mortgagor, or (c) sell or lease a Separate Interest acquired by the Lender.

12.4 **Unpaid Assessments or Charges.** If the Lender of a First Mortgage or other purchaser of a Separate Interest obtains title to or possession of the same pursuant to the remedies in the Mortgage or as a result of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or Assessments made by the Association chargeable to such Separate Interest which became due prior to the acquisition of title to or possession such Separate Interest by such acquirer, whichever occurs first. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Separate Interests including such acquirer, his successors and assigns.

12.5 **Action Requiring Lender Approval.** Except as provided by statute in case of condemnation or substantial loss to the Separate Interests and Common Area, unless at least a majority of the Eligible Lenders (based upon one (1) vote for each Mortgage owned), and two-thirds (2/3) of the Voting Power of the Association have given their prior written approval, neither the Association nor the Owners shall be entitled to:

- 12.5.1 Seek, by act or omission, to abandon, or terminate the Development as a Common Interest Development (except for abandonment or termination provided by Law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain);
- 12.5.2 Change the pro rata interest or obligations of any individual Separate Interest for the purpose of (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Separate Interest in the Common Area (if any), provided that no Owner's undivided interest in the Common Area may be changed without the consent of that Owner;
- 12.5.3 Partition or subdivide any Separate Interest;
- 12.5.4 By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area, or any property owned, directly or indirectly, by the Association

(provided however, the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association is not a transfer in the meaning of this clause); or

12.5.5 Use hazard insurance proceeds for losses to any of the Development (whether to Separate Interests or to Common Area) for other than the repair, replacement or reconstruction of such property.

12.6 **Payment of Taxes and Insurance.** First Lenders may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area property. First Lenders making such payments shall be owed immediate reimbursement from the Association.

12.7 **Priority of Proceeds or Award Distribution.** Any other provision herein contained to the contrary notwithstanding, no provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the First Lender pursuant to its Mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.8 **Lender Request for Notice.** Upon written request to the Association, identifying the name and address of the holder, insurer or institutional guarantor and the Unit number or address of the Separate Interest on which the Eligible Lender holds a Mortgage, any Eligible Lender will be entitled to timely written notice of:

- 12.8.1 Any condemnation loss or any casualty loss which affects a material portion of the Development or the Separate Interest insured or guaranteed by such Eligible Lender;
- 12.8.2 Any default in the performance by an Owner of any obligation under the Governing Documents not cured within sixty (60) days;
- 12.8.3 Any proposed termination of the Development;
- 12.8.4 Any substantial damage to or destruction of a secured Condominium or any portion of the Common Area;
- 12.8.5 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- 12.8.6 Any proposed action which would require the consent of a specified percentage of Eligible Lenders as required by the Governing Documents.

12.9 **Termination of Professional Management.** If professional management has previously been required by any Eligible Lender, any decision to establish self-management by the Association shall require the consent of at least sixty-seven percent (67%) of the Voting Power of the Association and at least fifty-one percent (51%) of Eligible Lenders; provided that, so long as any Mortgage which is a lien on a Separate Interest is insured or guaranteed by the Federal Housing Administration, any termination of and failure to replace professional management shall require the prior written approval of the Federal Housing Administration.

12.10 **Inspection of Documents, Books and Records.** The Association shall make available, to Eligible Mortgage Holders, current copies of the Governing Documents and the accounting books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. The Association may charge a fee for this service which shall not exceed the Association's reasonable cost to prepare and reproduce the requested items, unless otherwise permitted by law.

12.11 **Non-Curable Breach.** Any Lender who acquires title to a Separate Interest by foreclosure or by deed in lieu of foreclosure or assignment-in-lieu of foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

12.12 **Loan to Facilitate.** Any First Mortgage given to secure a loan to facilitate the resale of a Separate Interest after acquisition by foreclosure or by a deed-in-lieu of foreclosure or by an assignment-in-lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article.

12.13 **Right to Furnish Mortgage Information.** Each Owner authorizes the Mortgagee of a Mortgage on the Owner's Separate Interest to furnish information to the Board concerning the status of the Mortgage and the loan that it secures.

12.14 **Financial Statement.** Any Eligible Lender shall be entitled, on written request therefor, to have the Association provide a copy of the most recent audit or review of the Association's financial statement for the immediately preceding fiscal year, which statement shall be furnished within a reasonable time following such request.

## ARTICLE 13 - AMENDMENTS

13.1 **Owner Approval of Amendments.** [Civil Code §1355] This Declaration may be amended at any time using the following procedure. First, the total number of votes or written consents cast on a proposal to amend the Declaration must constitute at least a majority of the Voting Power of the Association. Second, the amendment must be approved by the affirmative vote or written consent of at least two-thirds (2/3) of the Voting Power who actually cast a vote or written consent. Only those votes or written consents which are cast either in the affirmative or negative shall be considered in computations under this Section; abstentions shall not affect the result. Third, an amendment becomes effective after (a) the approval of the required percentage of the Voting Power of Members has been given, (b) that fact has been certified in the form of a written document executed and acknowledged by an Officer designated by the Board for that purpose or, if no such designation is made, by the President of the Association, and (c) the document has been properly Recorded.

The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years.

Notwithstanding any contrary provision in this Section, the percentage of the Voting Power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision.

13.2 **Approval of Specified Amendments.** Notwithstanding Section 13.1 above, the consent of fifty-one percent (51%) of Eligible Lenders shall be required to add or amend (i) any provision of this

Declaration which is for the express benefit of holders or insurers of First Mortgages, or (ii) any material provisions of this Declaration that establish, provide for, govern or regulate:

- 13.2.1 Voting rights.
- 13.2.2 Increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens or the priority of Assessment liens.
- 13.2.3 Reductions in Reserves for maintenance, repair and replacement of the Common Area.
- 13.2.4 Responsibility for maintenance and repairs.
- 13.2.5 Reallocation of interests in the Common Area or Exclusive Use Common Area, or rights to their use.
- 13.2.6 Redefinition of any Separate Interest Boundaries.
- 13.2.7 Converting Separate Interests into Common Area or vice versa.
- 13.2.8 Expansion or contraction of the Development, or the addition, annexation, or withdrawal of property to or from the Development.
- 13.2.9 Hazard or fidelity insurance requirements.
- 13.2.10 Imposition of any restrictions on the leasing of Separate Interests.
- 13.2.11 Imposition of any restrictions on an Owner's right to sell or transfer his or her Separate Interest.
- 13.2.12 Changing the fundamental purpose for which the Development was created such as a change from residential to a different use.
- 13.2.13 Changing any provisions which, by its terms, is specifically for the benefit of first Mortgagees or insurers or guarantors of first Mortgages.

13.3 ***Eligible Lender Approval Response.*** An Eligible Lender who receives a written request to approve additions or amendments by certified or registered mail, return receipt requested, addressed to the address provided by such Eligible Lender, who does not deliver or post to the requesting party a negative response within thirty (30) days after the notice of the proposed addition or amendment, shall be deemed to have approved such request. No Lender may charge a fee in connection with reviewing a request for a response. Any response from a Lender which only requests a fee for review shall not be deemed a "negative response" for the purposes of determining Lender consent within the meaning of this Section.

13.4 ***Amendment of Declaration or Bylaws by Board Vote.*** The Board of Directors shall have the power to amend this Declaration or the Bylaws, as the case may be, but only as this Section permits. By a Majority vote of the Board, the Board shall have the power to prepare and, if necessary, to Record an amendment for either or both of the following purposes:

13.4.1 To correct any factual, printing or grammatical error or omission in the Declaration or the Bylaws without any vote of the Members.

13.4.2 To make any change in the Declaration or the Bylaws required by a change in any applicable Law, which obligates the Association, the Board or the Owners to conform their conduct with the terms of the Law. If the Board approves an amendment using the procedure in this subparagraph (b), the amendment shall not be Recorded or Filed until the following procedure is implemented. The Board shall first send notice of such action to the Owners, which notice shall include the text of the proposed amendment and an opinion from legal counsel that the proposed change in the Governing Documents is required by Law. An amendment shall be considered ratified, unless within thirty (30) days after the date such notice is sent to the Owners, the Owners entitled to cast twenty percent (20%) of the votes in the Association, sign a written petition to reconsider the Board's action and file it with the Board. If such a petition is filed, the Board shall call a Special Meeting of the Members to reconsider the Board's action. At the meeting, unless a majority of the total Voting Power of the Association rejects the proposed amendment, the amendment shall be considered ratified, whether or not a quorum is present at the Special Meeting.

This Section shall not restrict the powers of the Owners to amend this Declaration or the Bylaws by any other method, but is intended to authorize a simple process for amendment where the property rights of Owners are not materially or adversely affected and where the amendment is required by law.

13.5 ***Statute of Limitations to Challenge Amendments.*** No action to challenge the terms or validity of any amendment to this Declaration or to the Bylaws may be made more than one year (1 yr.) after the Recording date in the case of an amendment to the Declaration, or more than one year (1 yr.) after the official tally of the vote in the case of an amendment to the Bylaws.

## ARTICLE 14 - THE PROPERTY

14.1 ***Development Subject to Declaration.*** The entire Development shall be subject to this Declaration and other Governing Documents of the Association.

14.2 ***Equitable Servitudes.*** [Civil Code §1354] The covenants and restrictions set forth in this Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners. These servitudes may be enforced by any Owner or by the Association or by both.

14.3 ***Prohibition Against Partition.*** [Civil Code §1359] There shall be no judicial partition of the Development or any part of it, nor shall any Person acquiring an interest in the Development or any part of it seek any judicial partition, except upon showing that such partition is consistent with the requirements of California Civil Code Section 1359 or any successor statute.

14.4 ***Prohibition Against Severance of Elements.*** Any conveyance, judicial sale, or other voluntary or involuntary transfer of a Separate Interest shall include all easements, appurtenances and other interests as shown in the original deed of conveyance. Any conveyance, judicial sale, or other voluntary or involuntary transfer of the Owner's entire estate shall also include the Owner's Membership interest in the Association, as provided in Section 5.3 herein. Any transfer that attempts to sever those component interests shall be void.

14.5 ***Encroachment Easements.*** The Owner of each Separate Interest is hereby granted an easement over all adjoining Separate Interests and the Common Area for the purpose of accommodating any minor encroachments due to engineering errors, errors in original construction, settlement or shifting of any



Building, or any other cause. There shall be valid easements for the maintenance of such encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachments, settlement or shifting; provided however that, in no event, shall an easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful conduct of any Owner. If any portion of a structure in the Development is partially or totally destroyed and then repaired or rebuilt, each Owner agrees that minor encroachments over adjoining Separate Interests or Common Area shall be easements for the maintenance of said encroachments so long as they shall exist.

14.6 ***Rights in Common Area.*** The Owner of each Separate Interest is hereby granted nonexclusive rights in the Common Area as described in Section 2.2.4.

14.7 ***Utility Easements.*** Where utility facilities are located on a Separate Interest or Separate Interests owned by other than the Owner of a Separate Interest served by said utility facilities, the Owners of any Separate Interests served by said utility facilities shall have the right of reasonable access for themselves or their agents to repair, replace and generally maintain said utility facilities as and when the same may be necessary. An Owner shall be entitled to reasonable access to the Common Area for the purpose of maintaining internal and external telephone wiring servicing such Owner's Separate Interest. The access shall be subject to the consent of the Association, whose approval shall not be unreasonably withheld, and which may include such approval of telephone wiring upon exterior Common Areas in the Development, and other conditions as the Association determines reasonable.

If utility facilities serve more than one (1) Separate Interest, the Owner of each Separate Interest served by the utility facilities shall be entitled to the full use and enjoyment of such portions of the utility facilities as service his Separate Interest.

Nothing contained herein shall obligate the Association to maintain, replace or restore the underground facilities of public utilities which are located within easements in the Common Area. However, the Association shall take such steps as are necessary or convenient to ensure that such facilities are properly maintained, replaced or restored by such public utilities.

14.8 ***Easements Over Separate Interests.*** The Association shall have an easement over each Separate Interest for the purpose of allowing the Association's agents to enter the Separate Interest to perform such duties as may be required by the Governing Documents. Each Owner acknowledges and expressly consents to this easement.

14.9 ***Easements Over Common Area.*** Each Owner shall have a nonexclusive easement for use and enjoyment of the Common Area now or hereafter owned by the Association and for ingress, egress, and support over and through the Common Area. These easements shall be appurtenant to, and shall pass with the title to each Separate Interest and shall be subordinate to any exclusive easements granted elsewhere in this Declaration, and shall be subject to the right of the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

14.10 ***Effect of Easements Granted.*** Each of the easements reserved or granted in this Article shall be covenants running with the land for the use and benefit of the Association or the Owners and their Separate Interests, as the case may be, and shall be superior to all other encumbrances applied against or in favor of any portion of the Development. Individual grant deeds to Separate Interests may, but shall not be required to, set forth the easements specified in this Article. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by any conveyance of property that is subject to this Declaration.

14.11 **Description of Land and Improvements; Ownership of Common Area.** The Development consists of the real property described in Recital "A" above, and is divided between the Common Area and the Separate Interests. Each of the Separate Interests is a subleasehold interest conveyed to the individual Owners as a separate property interest. The Common Area is subleased by Owners of Separate Interests as tenants-in-common, in 1/62 fractional subleasehold interests, unless otherwise set forth in the first deed conveying each Separate Interest to the original Owner of each such Separate Interest.

14.12 **Presumption Regarding Boundaries of Separate Interests.** In interpreting deeds, declarations and plans, the existing physical Boundaries of a Separate Interest, including any Separate Interest constructed or reconstructed in substantial accordance with the Condominium Plan and the original construction plans for the Development, if such plans are available, shall be conclusively presumed to be its Boundaries, rather than the description expressed in the deed, Condominium Plan, or this Declaration. This presumption applies regardless of settling or lateral movement of any Building and regardless of minor variances between Boundaries shown on the Condominium Plan or described in the deed and those of the Building as constructed or reconstructed.

## ARTICLE 15 - GENERAL PROVISIONS

15.1 **Term.** The covenants and restrictions of this Declaration shall run with and bind the project and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors, and assigns, until September 1, 2036, and in the event that the term of the sublease by which the Owners hold their interests in the Project is extended or renewed for a period ending later than September 1, 2036, then this Declaration shall be automatically extended until the last day of that period. This Section shall not preclude amending the Declaration during the term of its existence.

15.2 **Nonwaiver of Remedies.** Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

15.3 **Severability.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision shall not affect the validity or enforceability of any other provision. If for any reason this Declaration is declared invalid in its entirety, the Original Declaration shall be deemed to have survived and shall thereafter become effective without any further action.

15.4 **Binding Effect.** This Declaration, and any amendments thereto, and any valid action or directive made pursuant to it, shall inure to the benefit of and be binding and the Owners and their heirs, grantees, tenants, successors, and assigns.

15.5 **Effect of Restatement.** This Restated Declaration is made for the purposes set forth in the Recitals and elsewhere in this Declaration. The Association makes no representations or warranties, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to whether the terms set forth herein comply with the Laws applicable thereto.

15.6 **Interpretation.** The provisions of this Declaration and the Governing Documents shall be liberally construed and interpreted to effectuate the purpose of creating a uniform plan for the management and operation of a Common Interest Development and for the mutual benefit of all owners.

15.7 **Limitation of Liability.** The liability of any Owner for performance of any of the provisions of this Declaration shall terminate upon sale, transfer, assignment, or other divestment of the Owner's entire

interest in his or her Separate Interest but only with respect to obligations arising after the date of the divestment.

15.8 **Address for Notices.** Unless otherwise required by Law, any written notice or other document required to be given by the Governing Documents may be delivered personally or by mail. If by mail such notice shall be deemed to be delivered and received, unless expressly provided otherwise elsewhere in the Governing Documents, forty-eight hours (48 hr.) after a copy thereof has been deposited in the United States mail, postage prepaid, and addressed to the Owner, to the address of the Owner's Separate Interest or to the address last furnished to the Board by the Owner. Each Owner, promptly upon becoming an Owner, shall file his or her address, in writing, with the Board for the purpose of receiving notice, and shall promptly notify the Board in writing of any subsequent change of address. If an Owner fails to furnish such address for notice, the address of the Owner's Separate Interest conclusively shall be presumed to be the address for notice to such Owner.

15.9 **Document Delivery Methods for Rules, etc.** [Civil Code §1350.7] As provided in Civil Code §1350.7, the Association shall deliver Rules and, to the extent specified required by statute, other documents, by one or more of the following methods:

- 15.9.1 Personal delivery;
- 15.9.2 First-class mail, postage prepaid, addressed to a member at the address last shown on the books of the Association or otherwise provided by the Member. Delivery is deemed to be complete on deposit into the United States mail.
- 15.9.3 E-mail, facsimile, or other electronic means, if the recipient has agreed to that method of delivery. If a document is delivered by electronic means, delivery is complete at the time of transmission.
- 15.9.4 By publication in a periodical that is circulated primarily to members of the association.
- 15.9.5 If the association broadcasts television programming for the purpose of distributing information on Association business to its members, by inclusion in the programming.
- 15.9.6 A method of delivery provided in a recorded provision of the governing documents.
- 15.9.7 Any other method of delivery, provided that the recipient has agreed to that method of delivery.

A document may be included in or delivered with a billing statement, newsletter, or other document that is delivered by one of the methods provided in subdivision (b).

15.10 **Fair Housing.** Neither the Association nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Separate Interest to any Person on the basis of race, color, sex, religion, ancestry, national origin, marital status or physical handicap or any other basis or characteristic prohibited by Law.

15.11 **Number, Gender and Headings; Code References.** As used in this Declaration, the singular shall include the plural, and the plural shall include the singular, unless the context requires the contrary.

The use of either masculine, feminine or neuter gender shall include each other gender, as the context requires. The headings are not a part of this Declaration, and shall not affect the interpretation of any provision. All references to Code Sections, whether Civil Code, Corporations Code, Code of Civil Procedure, or others, shall be deemed to include references to subsequent code sections, if the referenced code is amended, renumbered or otherwise is changed.

15.12 *Attorneys' Fees.* If an attorney is engaged by the Board to enforce the Governing Documents, the Association shall be entitled to recover from the adverse party to the controversy its actual attorneys' fees and costs so incurred. If litigation is commenced to enforce the Governing Documents, the prevailing party shall be entitled to its attorneys' fees and costs. Said costs and attorneys' fees shall constitute a lien on the Separate Interest which is enforceable pursuant to Article 7 herein. This Section shall also apply to attorneys' fees incurred to collect any post-judgment costs.

15.13 *Power of Attorney; Attorney-in-Fact for Owners.* Each Owner, by acceptance of a deed to his or her Separate Interest, irrevocably appoints the Association as such Owner's attorney-in-fact, to execute and Record any documents on such Owner's behalf that are authorized under the terms of the Governing Documents and that would otherwise require the signature and/or acknowledgment of such Owner.

15.14 *Variances.* The Board may authorize variances from compliance with any of the architectural or use provisions of this Declaration as follows:

15.14.1 Variances may be granted, without limitation, to restrictions upon use contained in Article 2, restrictions on repair and maintenance in Article 3, and architectural restrictions in Article 4, when circumstances such as topography, location, engineering, economy, hardship, aesthetic or environmental considerations warrant.

15.14.2 Variances shall be in writing and shall become effective upon final approval by the Board.

15.14.3 When a variance is granted, no violation of the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental Laws and regulations affecting the use of the Separate Interest, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental entity having jurisdiction.

15.14.4 The Association may charge a reasonable fee to cover any costs associated with the variance approval process, or for issuance of a variance.

15.14.5 The Board may enact additional Rules and Regulations regarding the variance approval process, the circumstances under which a variance may be granted, and the execution of indemnity or other agreements by the Owner as a condition to issuance of a variance.

15.14.6 No variance may be granted if it would violate any Law.

15.15 ***Incorporation of Recitals and Exhibits.*** All the recitals and exhibits referred to in this Declaration are deemed to be incorporated herein by reference.

15.16 ***Governing Document Priorities.*** If there is a conflict among the Governing Documents, or any provision thereof, the following documents shall take precedence in the order given: (1) the Condominium Plan, (2) this Declaration, (3) the Articles, (4) the Bylaws, and (5) the Rules and Regulations.

15.17 ***Conflict with Statutes.*** Provided any Law is inconsistent with any provision or provisions of the Governing Documents, and compliance with that Law is mandatory, neither the Association, the Board nor any member thereof shall have any liability for complying with the Law or for failing to comply with provisions of the Governing Documents if compliance would violate such Law.

**IN WITNESS WHEREOF**, the undersigned have executed this Amended and Restated Declaration of Restrictions and certified to its approval on Oct. 1, 2007.

**CATHEDRAL CANYON COUNTRY CLUB CONDOMINIUM ASSOCIATION #1**  
**a California nonprofit mutual benefit corporation**

By: Debra Elaine White  
Debra Elaine White, President

By: Donna Rae Hansen  
Donna Rae Hansen, Secretary

State of California )  
 )  
County of Riverside )

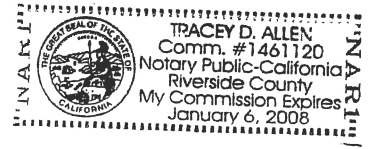
On 10/01/07, before me, Tracey D. Allen, a Notary Public, personally appeared Debra Elaine White and Donna Rae Hansen

- personally known to me
- OR
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tracey D. Allen  
Notary Public



State of California )  
 )  
County of Riverside )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_,

- personally known to me
- OR
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

## EXHIBIT A - DEFINITIONS

1. **"Act"** [Civil Code §1350] means the Davis-Stirling Common Interest Development Act, California Civil Code Section 1350 *et seq.*, as it may be amended from time to time.
2. **"Articles"** means the Articles of Incorporation of the Association, that were filed in the Office of the Secretary of State of the State of California on March 14, 1975, and any amendments thereto now existing or hereafter adopted.
3. **"Architectural Committee"** means the committee, if any, appointed by the Board to carry out the duties described in Article 4 of this Declaration and any other duties pertaining to the management and approval of architectural modifications within the Property.
4. **"Assessment"** means a charge against a particular Owner and the Owner's Separate Interest, representing a portion of the Common Expenses or other charges that are to be paid by each Owner to the Association, as more fully set forth in Article 7. A **"Regular Assessment"** is the amount periodically assessed to each Owner throughout a given fiscal year to cover the budgeted operating expenses for that fiscal year, established as set forth in Section 7.3 above. A **"Special Assessment"** is an amount levied against Owners, as described in Section 7.5 above when the Regular Assessments are insufficient to cover the financial needs of the Association.
5. **"Association"** [Civil Code §§1351(a) & 1353] means Cathedral Canyon Country Club Condominium Association #1, a California nonprofit mutual benefit corporation created for the purpose of managing a Common Interest Development.
6. **"Board"** means the Board of Directors of the Association.
7. **"Boundaries"** means that, in interpreting the deeds and plans, the then existing physical boundaries of a Unit, whether in its original state or reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or plan, regardless of settling or lateral movement of the Building and regardless of minor variance between boundaries shown on the plan or deed, and those of the Building.
8. **"Building" or "Condominium Building"** means a residential structure containing Separate Interests.
9. **"Bylaws"** means the Bylaws of the Association and any duly adopted amendments thereto, which are incorporated herein by reference.
10. **"Capital Expenditure" or "Capital Improvement"** means the use of Association funds to construct or build an addition to the Development, where such use of funds is optional under the Governing Documents, rather than mandatory, and is not otherwise required by Law. For purposes of the Governing Documents, the maintenance, repair or replacement of Improvements within the Development which the Association is obligated to maintain, using materials of similar kind, or using materials which are needed due to changes in building or fire codes or due to discontinued fabrication or unavailability, or using materials that have substantially similar cost over the useful life of the material shall not be considered a Capital Expenditure or Capital Improvement, notwithstanding that such expenditure or Improvement may be considered a capital expenditure or capital improvement for tax purposes.

11. **"Common Area"** [Civil Code §1351(b)] means the subleasehold interest in the entire Property except all Separate Interests as defined in this Declaration and as shown on the Condominium Plan. The term "Common Area" shall include, without limitation, all Exclusive Use Common Areas, all of the multi-family structure (except for the Units), the solid earth of the parcel upon which the structure is located and the air space above the structure, all bearing walls, columns, floors, roofs, slabs, foundations, storage spaces, any central services, pipes, ducts, vent pipes, conduits, wires and other utility installations of the multi-family structure, wherever located (except the outlets thereof when located within the Units), all of the enclosed parking structure, lawns, pavement, patios, decks, trees and landscaping on the parcel on which the multi-family structure is located.

12. **"Common Expenses"** [Civil Code §1365(a)(1)] means and includes the actual and estimated expenses of operating the Development, and any reasonable Reserve for such purposes as found and determined by the Board and all sums designated Common Expenses by or pursuant to the Governing Documents.

13. **"Common Interest Development"** [Civil Code §1351(c)] shall have the meaning set forth in Civil Code Section 1351(c), as the same may be amended from time to time.

14. **"Condominium"** [Civil Code §1351(f)] means an estate in real property, as defined in California Civil Code Section 1351, consisting of an undivided interest in common in a portion of the Property coupled with a separate interest in space called a Unit, the Boundaries of which are shown and described on the Condominium Plan.

15. **"Condominium Plan"** [Civil Code §1351(e)] means that certain condominium plan Recorded on September 12, 1974 as Document No. 117745, and any other Condominium Plans of Record. Condominium Plan shall include any amendments to the foregoing documents. Common Area shall include without limitation all of the multi-family structure (except for the units), the solid earth of the parcel upon which the structure is located and the air space above the structure, all bearing walls, columns, floors, roofs, slabs, foundations, storage spaces, any central services, pipes, ducts, vent pipes, conduits, wires and other utility installations of the multi-family structure, wherever located (except the outlets thereof when located within the units), all of the enclosed parking structure, lawns, pavement, patios, decks, trees and landscaping on the parcel on which the multi-family structure is located.

To assist in understanding the Condominium Plans, the following are the relevant engineer's notes transcribed from the Condominium Plan. The [bracketed expressions] below represent paraphrases to show the meaning in context, and the notes are identified as N#.

Notes & Definitions:

The Common Area of this Project Is the Land and Real Property Included Within the Boundary Lines of Lots 1 & 3 of Tract No. 463 1-1 in the Unincorporated Territory of the County of Riverside, State of California, as per Map Recorded in Book 80, Pages 72-79 of Maps in the Office of the County Recorder of Said County, Except Those Portions Shown and Defined [in the Condominium Plan] as Units 1 -1 to 3-32 Inclusive.

General Notes:

N# 1. On All Parcels, Solid Lines Indicate Interior Faces of the Walls of a Building Constructed. Thickness of All Outside (Exterior) Walls Is 0.34'; Unless Otherwise Noted. Thickness of All Common (Interior) Walls Is 0.67' (Second Floor Units on Sheet No. 4 is 0.67').



- N# 2. The Boundaries of the Parcels Are Measured to the Interior Surfaces of the Vertical, Horizontal and Inclined Planes at the Limits of the Dimensions or Elevations Shown [on the Condominium Plan]. The Boundaries of Each Parcel Are the Interior Faces of its Wall and Interior Faces of its Finished Floor and Ceiling.
- N# 3. All Parcel Boundaries Are at Right Angles or Parallel to the Bearings Shown. All Interior Walls Are Plumb and Vertical Planes Are at Right Angles to Horizontal Planes.
- N# 4. Each Parcel 1-1 thru 3-92 Shown Thus, 1-16 Is an Area in Space in a Building Built or to Be Built and Is Part of a Condominium.
- N# 5. Areas Designated by the Letter P Are Patios, and the Letter D Are Driveways Adjacent to Parcels as Shown and Are Not a Part of the Units or Parcels but Are Restricted Common Area Reserved for Use by the Adjoining Unit.
- N# 6. This Is a Map of Condominium Project to Be Composed of 62 Condominiums. One of the Elements of Each Such Condominium Is a Unit.
- N# 7. Each Parcel Shown Is Either All or Part of a Unit. Each Unit Is to Be Designated with One of the Numbers 1-1 Through 3-32 Inclusive.
- N# 8. Each Parcel Shown and Designated with One of the Numbers 1-1 Through 3-32 Inclusive Is a Subdivision of Air Space.
- N# 9. Each Unit Is Composed of Either One or Two Parcels. Each of Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8, 1-9, 1-10, 1-11, 1-14, 1-15, 1-16, 1-17, 1-20, 1-21, 1-22, 1-23, 1-24, 1-25, 1-26, 1-29, 1-30, 3-1, 3-2, 3-3, 3-4, 3-5, 3-8, 3-9, 3-10, 3-11, 3-12, 3-15, 3-16, 3-17, 3-18, 3-19, 3-20, 3-21, 3-24, 3-25, 3-26, 3-27, 3-28, 3-29, [and] 3-32 Is Composed of but One Parcel Designated with the Number Used to Designate the Unit. Each of the Units 1-12, 1-13, 1-18, 1-19, 1-27, 1-28, 3-6, 3-7, 3-13, 3-14, 3-22, 3-23, 3-30 and 3-31 Is Composed of Two Parcels, One Designated with the Number Used to Designate the Unit and the Other Designated with the Same Number Followed by the Suffix 'A' [Representing a Second Story Unit Air Space].
- N# 10. For Mapping Purposes the Relative Location and Dimensions of the Units Are Shown [on the Condominium Plan] in Plan and Profile. The Lower Limits of the Prospective Units Are Horizontal Planes Having Elevations as Shown on Sheet No. 8 as Finished Floor Elevations. The Upper Limits of the Prospective Units Are Horizontal or Inclined Planes Shown on the Profile View.
16. *"County"* means Riverside County, California.
17. *"Declaration" or "Restated Declaration"* [Civil Code §1351(h)] means this Amended and Restated Declaration of Restrictions and any amendments thereto.
18. *"Director"* means a member of the Board.
19. *"Eligible Lender"* means a holder, insurer or institutional guarantor of a First Mortgage that provides a written request to the Association stating the name and address of such holder, insurer or

institutional guarantor and the address or Unit number on which it holds a First Mortgage, and requesting notice to which such Eligible Lender is due under the Governing Documents.

20. **"Exclusive Use Common Area" or "Exclusive Use Area" or "Restricted Common Area"**] [Civil Code §1351(i)] means those portions of the Common Area designated in the Condominium Plan for the exclusive use of one (1) or more, but fewer than all, of the Owners and which is appurtenant to a Separate Interest or Separate Interests as shown on the Condominium Plan or deed of conveyance and pursuant to the provisions herein. In the Condominium Plan, Exclusive Use Common Areas are referred to as "Restricted Common Area." Exclusive Use Common Areas are airspaces whose Boundaries are described on the Condominium Plan and typically do not include any vertical or horizontal structural components at or near the Boundary between the Exclusive Use Common Area and the surrounding Common Area. The Exclusive Use Common Areas consist of driveways and patios.

21. **"Governing Documents"** [Civil Code §1351(j)] means this Declaration and any other documents such as the Articles, Bylaws, Condominium Plan or Rules and Regulations that govern the operation and conduct of the Association and its Members.

22. **"Improvement"** means any structure or appurtenances thereto of every type and kind, including but not limited to, Buildings, walkways, sprinkler pipes, carports, swimming pools, roads, driveways, parking areas, fences, screening walls, block walls, retaining walls, awnings, stairs, decks, landscaping, hedges, windbreaks, exterior surfaces of any visible structure and the paint or finish on such surfaces, planted trees and shrubs, poles, signs, and water softener fixtures or equipment.

23. **"Law"** means any federal, state or local statute, law, ordinance, rule or regulation, or a decision by a court or administrative panel that has the force of law.

24. **"Majority"** means more than half of the number from which majority is calculated.

25. **"Member"** means every Person or entity entitled to Membership in the Association as provided in this Declaration or in the Bylaws.

26. **"Membership"** means the property, voting and other rights and privileges of Members as provided herein, together with the correlative duties and obligations contained in the Governing Documents.

27. **"Mortgage"** means a mortgage or deed of trust encumbering a Separate Interest or any other portion of the Development. "First Mortgage" means a Mortgage that has priority over all other Mortgages and liens encumbering the same Separate Interest or other portions of the Development.

28. **"Mortgagee" or "Lender"** means a Person to whom a Mortgage is made and includes the beneficiary of a deed of trust and any institutional guarantor or insurer of a Mortgage. "Institutional Mortgagee" means a Mortgagee that is a financial intermediary or depository, such as a bank, savings and loan, or mortgage company, that is chartered under federal or state Law and that lends money on the security of real property or invests in such loans, or any insurance company or governmental agency or instrumentality, including the Veterans Administration ("VA"), Federal Housing Administration ("FHA"), Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), and the Government National Mortgage Association ("GNMA"). **"First Mortgagee"** means a Mortgagee that has priority over all other Mortgagees or holders of Mortgages or liens encumbering the same Separate Interest or other portions of the Development. The term **"Beneficiary"** shall be synonymous with the term "Mortgagee."

29. **"Mortgagor"** means a Person who mortgages his, her, or its property to another (i.e., the maker of a Mortgage), and shall include the trustor of a deed of trust. The term "Trustor" shall be synonymous with the term "Mortgagor."

30. **"Notice and Hearing"** means notice to an Owner and an opportunity for the Owner to be heard, prior to the imposition of any fine, penalty or other disciplinary measure, in the manner set forth in the Bylaws or other Governing Documents.

31. **"Officer"** means an officer of the Association.

32. **"Outlet"** means, by way of example, and not limitation, the point at which any portion of a utility facility, which is located in an electrical or wiring box or panel, and any pipe or other utility facility, first becomes reasonably accessible from within an Owner's Separate Interest. More specifically, the term "Outlet" shall mean the point at which any utility facility can be serviced without the need for destructive entry into walls, floors, ceilings or any portion of the Common Area.

33. **"Owner"** means the Record owner or holder of fee title to a Separate Interest, and any contract sellers under Recorded contracts of sale. "Owner" shall not include any Persons or entities who hold an interest in a Separate Interest merely as security for performance of an obligation. For purposes of exercising Membership rights and incurring Membership obligations, if an Owner is a corporation, any director, officer, employee or agent designated by corporate resolution may exercise the Membership rights attributable to the corporation. If an Owner is a trust, the trustee may exercise the Membership rights attributable to the trust unless otherwise designated in writing by the trustee.

34. **"Person"** means a natural individual, a corporation, or any other entity with the legal right to hold title to real property.

35. **"Phase"** means a portion of real property that was either part of the original Development or that was added later by annexation. The development and sale of the Separate Interests occurred in two (2) Phases. Phase 1 consisted of fifty (50) Separate Interests constructed as Units 1-1 to 1-14, inclusive, 1-22 to 1-25, inclusive, and 3-1 to 3-32, inclusive. Phase 2 consisted of twelve (12) Separate Interests constructed as Units 1-15 to 1-21, inclusive, and Units 1-26 to 1-30, inclusive.

36. **"Property" or "Development" or "Project"** [Civil Code §§1351(k) & 1353] means the Common Interest Development which is a Condominium Project as described herein and on the Condominium Plan, including all Improvements thereon and means the real property described in Recital "A" above.

37. **"Record" or "File" or "Recording"** means, with respect to any document, the recording or filing of such document in the Office of the County Recorder of Riverside County, California.

38. **"Reserves" or "Reserve Account"** [Civil Code §1365.5(c)] means funds that the Board has identified from the Association's annual budget for use to defray the future repair or replacement of, or additions to, those major components which the Association, under the Governing Documents, is obligated to maintain.

39. **"Resident"** means any Person who resides, temporarily or permanently, in any Separate Interest. The Board may enact Rules for determining when someone ceases to be guest or invitee and will be treated as a Resident.

40. **"Rule Change"** [Civil Code §1357.100(b)] means the adoption, amendment, or repeal of an Operating Rule by the Board.

41. **"Rules and Regulations" or "Rules" or "Operating Rules"** means any regulations adopted by the Board pursuant to Article 6 herein that apply generally to the management and operation of the Development or the conduct of the business and affairs of the Association.

42. **"Unit" or "Living Unit" or "Separate Interest"** [Civil Code §1351(1)(3)] means a separate interest in space as defined in California Civil Code Section 1351. Each Unit, Living Unit or Separate Interest shall be a separate, residential freehold estate, as separately shown, numbered and designated in the Condominium Plan.

43. **"Voting Power"** means the total number of votes eligible to be cast in the Association based on one vote per Separate Interest, less the votes of any Separate Interest whose voting rights have been suspended.

**EXHIBIT B - MAINTENANCE DUTIES**

The following is a listing of the items within the Project, the maintenance, repair and replacement duty for which Owners and the Association are responsible in accordance with Section 3.3 of the Declaration. If a component for which the Association is responsible is damaged due to the act or omission of an Owner (or a few Owners) or someone for whom such Owner is responsible, the Association will make the repairs, but the cost will be charged to the Owner (or a few Owners) as a Reimbursement Assessment as provided in Section 7.7.2.

The symbol (†) indicates that the Owner must obtain prior written approval of an architectural modification. Any change that would be visible from the outside of the Building must have prior written architectural approval whether indicated below or not.

<b>COMPONENT(S)</b>	<b>Owner</b>	<b>Association</b>
Air Conditioning Condenser and Other Equipment - Separate System for Each Home and Related Forced Air Ducts	X	
Antennas - <i>See Satellite Dishes</i>		
Appliances - Built-in	X	
Appliances - Free Standing	X	
Awnings and/or Security Shutters - All Owner Installed	X	
Bathtub Waste and Overflow - <i>See Drains</i>		
Cable TV - <i>See Wiring</i>		
Carpeting - <i>See Floor Covering</i>		
Carport/Parking Space - Maintain, Repair, Replace and Refinish; Interior Care; Concrete/Asphalt Surface Maintenance (oil spills, drips, etc.); Sweeping, Light Switch, and Bulb Replacement		X
Caulking - Exterior		X
Caulking - Interior (e.g. bathrooms, kitchen)	X	
Ceiling Coverings - Including any "popcorn" texturing and any asbestos-containing materials (ACM) in texturing (if not previously removed or abated)	X	
Common Area and Improvements Not Otherwise Specified		X
Courtyard Gates - Repair and Replace Locks	X	
Courtyard Walls and Gates - Cleaning - Interior (towards home)	X	
Courtyard Walls and Gates - Exterior Surface Finish		X
Damaged Common Area Components - Due to Owner or Occupant negligence or other abuse (The Association reserves the right to do the work on damaged Common Area components and to charge the cost to the Owner as a Reimbursement Assessment as provided in Section 7.7.2)	X	
Doorbell - Button Switch and Exterior Components, Bell and Interior Components	X	
(†) Doors, Entry - Flashing/Waterproofing; Frame, Threshold and Door Itself; Locks, Hardware, Weatherstripping and Glass; Repair and Replacement; Interior and Exterior Surface Finish	(†) X	

COMPONENT(S)	Owner	Association
Doors - On Unit Interior	X	
(†) Doors, Patio - Doors themselves, Frames and Tracks, Flashing/Waterproofing, Interior and Exterior Surface Maintenance and Finish, Glass, Locks and Hardware	(†) X	
Doors, Garage - Electric Openers and Remote Controls; Locks and Hardware; Repair and Replacement; Interior and Exterior Surface Finish	X	
(†) Doors, Screen/Storm/Security	X (†)	
Drainage Systems (e.g. ditches, catch basins, desiltation basins, etc.)		X
Drains and Overflow - Bathtubs, Showers, Sinks	X	
Drains - Curb		X
Drains - Patio/Balcony		X
Driveways to Garages		X
Dryer Vents - Cleaning and Removing Lint	X	
Dryer Vents - Repair and Replacement	X	
Drywall - Damage Repairs (e.g., cracks, inside minor localized water damage, dents, holes, etc.)	X	
Drywall - Interior - Replace	X	
Ducts, Forced Air - <i>See Furnace Ducts</i>		
Electrical Wiring - <i>See Wiring</i>		
Electrical Switches, Sockets, Wall Plates - Interior	X	
Electrical Switches, Sockets, Wall Plates - Exterior	X	
Entry Phone/Buzzer System and Directory		X
Exhaust Fans - Bathroom / Laundry / Kitchen	X	
Exterior Building Surfaces		X
Exterior Lighting Fixtures - Common Area		X
Exterior Lighting Fixtures, Exclusive Use Area - Patio/Porch Lights	X	
Faucets, Handles, Washers - Common Area Only		X
Faucets, Handles, Washers - Patio or Attached to Building	X	
Faucets, Handles, Washers - All on Unit Interior	X	
Fences and Gates - Wrought Iron	X	
Fire Protection - Extinguishers - Exterior placement		X
Fire Protection - Smoke Detectors - In Separate Interests	X	
Floor Coverings - Unit Interior - Carpet, Vinyl and Tile, etc. (Including damage caused to enable Association to make repairs)	X	
Front Entry Landings		X
Furnace - Separate System for Each Home and Related Forced Air Ducts	X	
Furnace Ducts - Normal Repair and Replacement	X	
Furnace Ducts - Interior Maintenance and Cleaning	X	

COMPONENT(S)	Owner	Association
Garages - Exterior		X
Garages - Interior	X	
Garbage Disposal	X	
Gas Lines - Below Ground Repairs or Replacement		X
Gates - <i>See Fences and Gates - See Courtyard Gates or Patio Gates</i>		
Glass - Bulletin Board		X
Glass - Unit Windows and Doors	X	
Gutters and Downspouts - All Owner-Installed	X	
Hose Bibs - <i>See Faucets</i>		
Insulation - Additions to Walls, Attics, etc. to Increase R Rating	X	
Lighting Fixtures - Attached to Outside of Homes	X	
Lighting Fixtures - Common Areas		X
Lighting Fixtures - Inside Homes	X	
Linoleum and Vinyl Flooring - <i>See Floor Coverings</i>		
Mailboxes		X
Painting / Surface Finishes - Unit Interior	X	
Patio Walls and Gates - Cleaning - Exterior	X	
Patio Walls and Gates - Cleaning - Interior (towards home)	X	
Patio Walls and Gates - Exterior Surface Finish		X
Patio Walls and Gates - Interior Surface Finish (towards home)	X	
Patio Walls and Gates - Repair and Replace	X	
Patio/Balcony Deck Painting / Finish, Structural Supports, Waterproofing		X
Patio/Balcony Deck Railings - Inside/Outside Surface Finish, Replacement		X
Plumbing Fixtures - Interior (Toilets/Tubs/Sinks/Faucets, etc.)	X	
Plumbing Fixtures - Home/Unit Pressure Regulators	X	
Plumbing Lines - Interior, located behind walls, floors or ceilings	X	
Plumbing Lines - Interior, not located behind walls, floors or ceilings (including faucets, hose bibs, and washing machine hoses)	X	
Repairs to Wall Coverings, Floor Coverings and Paint or Finish which the Association must damage out of necessity when making repairs (including drywall)	X	
Roof Decking/Sheathing, Flashing and Other Roofing Components, Shingles/Tiles, Underlayment (aka "Tar Paper") The Association will pay \$250.00 per year toward any roofing repair or replacement; and the Owner pays the rest.	X <i>See Left</i>	
Roof Vents, Furnace Flues, Plumbing Stacks and Other Roof Penetrations	X	

COMPONENT(S)	Owner	Association
Satellite Dishes and Antennas - All Owner-Installed - May not be attached to exteriors of buildings, must be located entirely within the Owner's Unit or Exclusive Use Common Area	X	
Security Shutters - All Owner Installed - <i>See Awnings</i>		
Sewer Lines - Common Use		X
Sewer Lines - Serving Single Unit	X	
Sewer Lines - Below Ground Repairs or Replacement		X
Sewer/Toilet Backups - (Sewer lateral serving only one Unit)	X	
Sidewalks - Entry		X
Sidewalks - Common Areas		X
Skylights - All Owner-Installed, Flashing and Waterproofing, Frame and Glass	X	
Slab and Foundations		X
Sliding Patio Doors - <i>See Doors, Patio</i>		
Spraying/Eradication of Interior/Household Pests (Ants, Bees, Fleas, Rodents, etc.)	X	
Spraying/Eradication of Exterior/Landscaping or Common Area Pests		X
Streets		X
Structural Components - Bearing Walls, Studs, Frames, Tie-Downs, etc.		X
Stucco Coloring / Finish		X
Stucco Repair and Replacement - Due to Owner Negligence - (The Association reserves the right to do the work on damaged Common Area components and to charge the cost to the Owner as a Reimbursement Assessment as provided in Section 7.7.2)	X	
Termite Eradication - Interior Non-Common Area Component (Association determines the timing and method of treatment)		X
Termite Eradication - Common Area Components (Association determines the timing and method of treatment)		X
Tile - Vinyl or Ceramic - <i>See Floor Coverings or Wall Coverings</i>		
Toilet - Wax Ring, Fixture and Connecting Components	X	
Trim - Unit Exterior - Maintenance and Replacement, Surface Paint / Finish		X
Trim - Unit Interior - Maintenance and Replacement, Surface Paint / Finish	X	
Wall Coverings - Surface Finish / Paint, Wallpaper, Paneling, Tile, Mirrors, etc.	X	
Walls - Non-structural, Non-bearing	X	
Water Heater - One Per Unit	X	
Water Lines - Below Ground from Curb to Slab - Repairs or Replacement		X
Water Lines - Below Ground under Slab of Unit - Repairs or Replacement	X	
Water Softeners - All Owner-Installed	X	
(†) Window - Frames and Windows, Flashing/Waterproofing	(†) X	



<b>COMPONENT(S)</b>	<b>Owner</b>	<b>Association</b>
Window - Glass, Hardware (including any cranking mechanisms), Screens	X	
Wiring - From Common Area Side up to Meter, if not covered by Utility Company		X
Wiring - Unit Side up to and including Meter	X	
Wiring - Electrical (components accessible from the utility closet or circuit breaker panel, or from individual wall boxes in the units, including circuit breakers, sockets, switches and wall plates)	X	
Wiring - Electrical and Other Wiring (components not accessible without damaging walls, floors or ceilings including electrical meter to utility closet or circuit breaker panel)	X	
Wiring - Exterior Breaker Box, including Circuit Breaker Panel and Circuit Breakers	X	
Wiring - Cable TV (Bulk Contracted) - Wiring not covered by Cable TV provider	X	
Wiring - Telephone	X	
Yards - Front, Rear, Side		X

