



DEC 14, 2010 3:34 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 199.00

PAGES: 62



Handwritten initials: JMK, 62P, 16m

Recording Requested By:
JOEL M. KRIGER, Esq.

When Recorded, Mail to:
ANDERSON & KRIGER, LLP
8220 UNIVERSITY AVENUE
SUITE 100
LA MESA, CA 91942

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2010 RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

CASA DEL SOL OWNERS ASSOCIATION

If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to *Section 12956.2 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.

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**2010 RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASA DEL SOL OWNERS ASSOCIATION**

PREAMBLE

The first Declaration of Covenants, Conditions, and Restrictions was recorded on May 5, 1972, in the San Diego County Recorder's Office, document file page no. 72-112995 (herein referred to as "Original Declaration"). The 1st Amendment to the Declaration of Covenants, Conditions and Restrictions was recorded on April 13, 1976, as document file page no. 76-109561 recorded in the official records of the San Diego County Recorder's Office. The 2nd Amendment to the Declaration of Covenants, Conditions and Restrictions was recorded on January 22, 1981, as document file page no. 81-021340 recorded in the official records of the San Diego County Recorder's Office.

The Declaration of Covenants, Conditions and Restrictions for the Planned Development of Casa del Sol Owners Association in San Diego, California, was recorded on March 13, 1984, file page no. 84-090958 recorded in the official records of the San Diego County Recorder's Office (herein referred to as "Restated Declaration").

Both the Original Declaration and Restated Declaration and all amendments thereto are hereby amended, restated and superseded in their entirety to read as follows:

RECITALS

A. Declarant was the original Owner of that certain real property ("Properties") located in the City of San Diego, County of San Diego, State of California, which is more particularly described as follows:

Lots 1 through 56, inclusive of Casa del Sol Estates Unit No. 1 in the County of San Diego, State of California, according to map thereof no. 6987, filed in the Office of the County Recorder of San Diego County, July 14, 1971.

B. Declarant conveyed the Properties, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original Declaration referred to above, all of which are for the purpose of enhancing and protecting the value, desirability

and attractiveness of Properties and all of which shall run with the Properties and be binding on all parties having or acquiring any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

C. It was the further intention of the Declarant to sell and convey residential Lots improved by residences originally constructed by Declarant to the Owners, subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes between Declarant and such Owners which are set forth in this Declaration and which are intended to be in furtherance of a general plan for the subdivision, development, sale and use of the Properties as a "planned development" as that term is defined in California Civil Code Section 1351(k).

D. There currently exists upon the above-described real property a Common Interest Subdivision subject to the provisions of the Davis-Stirling Common Interest Subdivision Act (California Civil Code Section 1350, *et seq.*).

E. Prior to the date shown hereunder, eighty (80%) percent of the Owners of Lots within the Properties voted by written ballot to amend and restate the Restated Declaration, all in accordance with the procedures for amendment set forth in the Restated Declaration. It was the intention of said Owners to replace the Restated Declaration, in its entirety, with the recordation of this Declaration. The Owners' action to amend and restate the Restated Declaration as set forth herein and the fact that the requisite percentage of affirmative votes required in the Original Declaration was achieved, is attested by the execution of this 2010 Restated Declaration by duly authorized officers of the Association, as required by California Civil Code Section 1355(a). As so amended, restated and superceded in its entirety, the easements, covenants, restrictions and conditions set forth herein shall run with the Properties and shall be binding upon all parties having or acquiring any right, title or interest in the Properties or any portion thereof, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

1.1 "Articles" means the Articles of Incorporation of Casa del Sol Owners Association, which are filed in the Office of the California Secretary of State, as such Articles may be amended from time to time.

1.2 "Assessment" means any Regular, Special or Individual Assessment made or assessed by the Association against an Owner and his or her Lot in accordance with the provisions of Article IV of this Declaration.

1.3 "Association" means Casa del Sol Owners Association, a California nonprofit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), its successors and assigns. The Association is an "Association" as defined in California Civil Code Section 1351(a).

1.4 "Association Rules" means the rules, regulations and policies adopted by the Board of Directors of the Association, as the same may be in effect from time to time.

1.5 "Board of Directors" or "Board" means the Board of Directors of the Association.

1.6 "Bylaws" means the Bylaws of the Association, as such Bylaws may be amended from time to time.

1.7 "Common Area" shall refer to property held in the name of the Association legally described as follows:

Lots 1 and 2 of Casa del Sol Estates Unit No. 1 in the County of San Diego, State of California, according to map thereof no. 6987, filed in the Office of the County Recorder of San Diego County, July 14, 1971.

1.8 "Declarant" means the original developer of the Properties, namely HD Reed, Dewayne Davis, Dwight L. Toleman, a joint venture. This information is for historical purposes only as the Association is in control of the project at this time.

1.9 "Declaration" means this instrument, as it may be amended from time to time.

1.10 "Eligible Mortgage Holder" shall mean any Institutional Mortgagee who has given written notice to the Association specifying its name, address and the Lot or Unit number or address of the property encumbered by the Mortgage and requesting written notice of any amendment submitted to the membership for approval.

1.11 "Governing Documents" is a collective term that means and refers to this 2010 Restated Declaration and to the Articles, Bylaws, and Association Rules.

1.12 "Improvement" includes, without limitation, the construction, installation, alteration, or remodeling of any buildings, walls, decks, fences, swimming pools, landscaping, landscape structures, skylights, solar heating equipment, spas, antennas (except as specified in Section 7.7 herein), utility lines, or any structure of any kind. In no event shall the term "Improvement" be interpreted to include projects which are restricted to the Unit interior and which do not involve the roof or any load bearing wall thereof.

1.13 "Lot" means any parcel of real property designated by a number on the Subdivision Map of the Properties, excluding the Common Area. When appropriate within the context of this Declaration, the term "Lot" shall also include the Residence and other improvements constructed on a Lot.

1.14 "Maintenance Responsibility Checklist" or "Checklist" means Exhibit "A" which is a list allocating responsibility between the Association and Members for maintenance of building elements.

1.15 "Member" means every person or entity who is an Owner of Record.

1.16 "Owner of Record" or "Owner" means any person, firm, corporation or other entity which owns a fee simple interest in any Lot, as shown by the official records of the County recorder. The term "Owner" shall include, except where the context otherwise requires, the family, guests, tenants and invitees of an Owner.

1.17 “Project” or “Properties” means all parcels or real property (Common Area and Lots) described in Recital “A” hereof, together with all building structures, utilities, and facilities, and other improvements.

ARTICLE II PROPERTY RIGHTS

2.1 Property Subject to Declaration

All the real property previously described in the Preamble and the improvements thereon, shall be subject to this Declaration.

2.2 Description of Project

This is a planned development consisting of fifty-four (54) residential lots. Some of the Common Area amenities include a swimming pool, a grass lot, parking, a recreational vehicle lot and designated open space areas.

2.3 Right of Entry by Association

For the purpose of performing the maintenance of the Common Area or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association's agents or employees shall have the right to enter any Lot or upon any portion of the Common Area to effect emergency repairs. For other than emergency repairs, the Association's agents or employees shall have the right to enter any Lot or any portion of the Common Area to effect repairs, improvements, replacements or maintenance which the Association, after approval by a majority vote of the Board, reasonably deems necessary. Such entry shall be made with as little inconvenience to the Owner as possible, and any damage caused thereby shall be repaired by the Association. Further, such entry for other than emergency repairs shall be made only after not less than three (3) days notice has been given to the Owner.

2.4 Nonexclusive Easements

Each Member shall have a nonexclusive easement for use and enjoyment of the Common Area 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 Lot and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as 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.

2.5 Encroachments Easements

Each Owner of a Lot within the Project is hereby declared to have an easement over all adjoining Lots and the Common Area for the purpose of accommodating any encroachment due to

engineering errors, errors in original construction, reconstruction, repair, settlement or shifting of the building, or any other similar cause. There shall be easements for the maintenance of said 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 or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners.

2.6 Delegation of Use

Any Owner may delegate his rights of use and enjoyment of the Project, including any recreational facilities, to the members of his family, his guests and tenants, and to such other persons as may be permitted by the Bylaws and the Association Rules. However, if an Owner has sold his Lot to a contract purchaser or has leased or rented it, the Owner, members of the Owner's family, and guests shall not be entitled to use and enjoy any of such rights while the Owner's Lot is occupied by the contract purchaser or tenant. Instead, the contract purchaser, or tenant, while occupying such Lot, shall be entitled to use and enjoy such rights, including the recreational facilities, and can delegate the rights of use and enjoyment in the same manner. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners. No such delegation shall relieve an Owner from liability to the Association or to other Owners for payment of Assessments or performance of the covenants, conditions and restrictions contained in this Declaration.

2.7 Obligation to Supply Tenant Information

Each Owner shall notify the Secretary or management company of the Association of the names of any contract purchasers or tenants of such Owner's Lot, including resident vehicle information such as the make, model, color and license plate number of vehicles, description of any pets and emergency contact information, and any additional information, if required by rules subsequently enacted by the Board. The above-referenced information must be provided by the Owner to property management within thirty (30) days of the date the tenant or contract purchaser takes possession of the property. Discipline for this violation includes but is not limited to imposition of fines as more fully set forth in Section 12.4 herein.

2.8 Lease Must Require Conformance to Governing Documents

Any lease, rental agreement or contract of sale entered into between an Owner and a tenant or contract purchaser of a Lot shall require compliance by the tenant or contract purchaser with all of the covenants, conditions and restrictions contained in this Declaration, which provision shall be

for the express benefit of the Association and each Owner. The Association and each Owner shall have a right of action directly against any tenant or contract purchaser of an Owner, as well as against the Owner, for nonperformance of any of the provisions of this Declaration to the same extent that such right of action exists against such Owner. Any lease shall specify that failure to abide by such provisions shall be a default under the agreement.

2.9 Hotel or Transient Purposes

There shall be no hotel or transient use of any Lot located within the Properties. No Property shall be leased or rented for less than a thirty day (30) period.

2.10 Owner Liability for Common Area Damages

Each Owner shall be liable to the Association and the remaining Owners for the cost of repair of any damage to the Common Area that may be sustained by reason of the negligent act or omission of that Owner, that Owner's family members, contract purchasers, tenants, guests, or invitees. The Board shall be solely responsible for determining whether or not a claim shall be submitted to an insurer for damage to Common Area. In the event a claim is submitted, and repair funds collected, such Owner shall only be responsible for the costs over and above the amount recovered. If the Owner refuses or fails to reimburse the Association for the demanded funds, the amount may be added to the Owner's assessment account in accordance with Section 4.11 and 4.13 herein.

2.11 Notification of Association of Water Intrusion

The Owners shall cause notice to be given to the Association of any water within, or water intrusion into, their Lot immediately upon discovery of such leak or water intrusion. Owner shall be responsible for causing all water to be extracted from the Lot within twenty-four (24) hours of discovery, whether or not performed by Association contractors. Owner and his or her tenants, guests, invitees, agents, or employees shall be solely responsible for any claim of property damage or personal injury alleged which arises from the presence of mold or fungi resulting from water intrusion into the property when said Owner, tenants, guests, invitees, agents or employees failed to notify the Association immediately of discovery of said water intrusion or failed to immediately cause all water to be extracted from the Lot. The Association shall not be liable for any property damage or personal injury alleged to arise from the presence of mold or fungi in any property unless the damages or injuries were caused by the gross negligence of the Association, its Board, officers, agents or employees.

ARTICLE III
ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1 Association to Manage Common Areas

The management of the Common Area shall be vested in the Association in accordance with its Governing Documents. The Members covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles, Bylaws and Rules of the Association.

3.2 Membership

The Owner of a Lot shall automatically, upon becoming the Owner of same, be a Member of the Association, and shall remain a Member thereof until such time as the ownership ceases for any reason, at which time the membership in the Association shall automatically cease. Membership shall be held in accordance with this Declaration, the Articles, and Bylaws of the Association.

3.3 Transfer

The Association membership held by any Owner in the property shall not be transferred, pledged or alienated in any way except upon the sale of an ownership interest and then only to the purchaser. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association.

3.4 Voting Rights

The Association shall have one class of membership. When more than one person holds an interest in any Lot, all such persons shall be Members. Each Lot in the property is entitled to one vote. The vote for such Lot shall be exercised as the Owners of interest therein decide, but in no event shall more than one vote be cast with respect to any Lot.

3.5 Joint Owner Disputes

The vote for each such Lot may be cast only as a Lot, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same

Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted and all of said votes shall be deemed void.

ARTICLE IV ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments

Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, (2) Special Assessments for purposes permitted herein, and (3) Individual Assessments (as more fully described in Section 4.12 herein); such Assessments to be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the separate interest against which each such Assessment is made, the lien to become effective upon recordation of a notice of Assessment. Each such Assessment together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. No Member may exempt himself or herself from liability for this contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his or her Lot.

4.2 Purpose of Assessments

The Assessments levied by the Association shall be used exclusively to promote the economic interest, recreation, health, safety, and welfare of all the residents in the entire Project and for the improvement and maintenance of the Common Area and those other portions of the property for which the Association is responsible and for the common good of the Project.

4.3 Annual Assessment

The Board of Directors shall determine and fix the amount of the Annual Assessment against each Lot in accordance with the procedures described below.

4.3.1 Preparation of Annual Budget

Not less than thirty (30) nor more than ninety (90) days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated common expenses for the next succeeding fiscal year (including additions to any reserve fund established to defray the costs of future repairs, replacement or additions to the common facilities) by preparing and distributing to all Association Members a budget. If the Board fails to distribute the budget for any fiscal year within the time period provided for in this Section, the Board shall not be permitted to increase regular assessments for that fiscal year unless the Board first

obtains the approval of Owners, constituting a quorum, casting a majority of the votes at a meeting of the Association.

4.3.2 Reserve Contributions and Accounts

As part of the Annual Assessments for maintenance authorized above, the Board of Directors shall annually fix the amount to be contributed to reserve funds for the purpose of defraying, in whole or in part, the cost or estimated cost of any reconstruction, repair or replacement of improvements, including fixtures and personal property related thereto. Separate records shall be maintained for all funds deposited to the said account, which shall be designated as a reserve account.

4.4 Special Assessments for Capital Improvements or Extraordinary Expenses; Reserves for Replacement

The Board of Directors may levy, in any Assessment year, a Special Assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for extraordinary expenses incurred by the Association.

4.5 Limits for Increases of Annual and Special Assessments

The Board of Directors of the Association may not impose an Annual Assessment that is more than twenty percent (20%) greater than the Annual Assessment for the Association's preceding fiscal year or impose Special Assessments which in aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of Owners casting a majority of the votes at a meeting of the Association at which a quorum is present.

This Section does not limit Assessment increases necessary for emergency situations. For purposes of this section, an emergency situation is any one of the following: (i) An extraordinary expense required by an order of a court; (ii) An extraordinary expense necessary to repair or maintain the Common Area for which the Association is responsible where a threat to personal safety is discovered; and (iii) An extraordinary expense necessary to repair or maintain the Common Area that could have not been reasonably foreseen by the Board in preparing and distributing the current year's operating budget.

4.6 Required Notice of Assessment Increases

Whenever there is an increase in Annual Assessments or Special Assessments, all Members shall be notified by first class mail, not less than thirty (30) nor more than sixty (60) days prior to the Assessment due date.

4.7 Division of Assessments; Payment of Assessments

Annual and Special Assessments shall be charged to and divided among the Lots equally. Annual Assessments levied against each Owner and his or her Lot shall be due and payable in advance to the Association in equal monthly installments on the first day of each month or on such other date or dates as may be established from time to time by the Board of Directors. Special Assessments shall be due and payable in advance of such date or dates as established by the Board of Directors.

4.8 Effect of Nonpayment of Assessments

Assessments are delinquent fifteen (15) days after they become due. A late charge not exceeding ten percent (10%) of the delinquent Assessment or ten dollars (\$10), whichever is greater shall be imposed upon any delinquent payment. Interest on delinquent Assessments and late charges shall be imposed at an annual percentage rate of twelve percent (12%) interest commencing thirty (30) days after the Assessments become due. Late charges and interest on past due amounts may be modified by the Board in accordance with any changes permitted by state law.

4.9 Transfer of Lot by Sale or Foreclosure

Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer (except for Assessment liens recorded prior to the Mortgage). No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

4.10 Enforcement; Remedies

4.10.1 Assessment Lien

If any Annual or Special Assessment is delinquent, the Association may record an Assessment Lien against the Lot of the delinquent Owner, notwithstanding any provision of this Declaration to the contrary, the Assessment lien provided for herein shall be subordinate to the lien

of any first mortgage or first deed of trust upon any Lot. The lien shall be signed by any officer of the Association or any agent designated by the Association.

4.10.2 Requirements for Recordation and Release of Liens

The recordation and release of liens shall be done in accordance with California Civil Code Section 1367.1 and any amendments thereto. At least thirty (30) days prior to recording a lien against the separate interest of any Owner of record, the Association shall notify the Owner of record, in writing, by certified mail of the following: (1) a general description of the collection and lien enforcement procedures and method of calculation of the account, along with a statement that the Owner has the right to inspect the Association's records. Further, the statement shall contain in 14 point bold face type the admonition provided in California Civil Code Section 1367.1(a)(1); (2) an itemized statement of charges, including all collection costs; (3) statement that the Owner shall not be liable to pay charges interest and cost of collection if its determined the assessment was paid on time; (4) the right to request a meeting with the Board. Within twenty-one (21) days of the payment of the sums specified in the notice of delinquent assessments, the Association shall record a lien release and provide the Owner a copy of same.

4.10.3 Enforcement

After the expiration of thirty (30) days following the recording of a lien pursuant to Section 4.10.2, the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent Assessment, or sale by a trustee substituted pursuant to California Civil Code Section 2934(a). Any sale shall be conducted in accordance with the provisions of Sections 2924, 2924(b), 2924(c), 2924(f), 2924(g) and 2924(h) of the California Civil Code, or any successor statutes thereto, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. Nothing herein shall preclude the Association from bringing an action directly against an Owner for breach of the personal obligation to pay Assessments. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

4.11 Individual Assessments

In addition to the Special Assessments levied against all Owners in accordance with Section 4.4 above, the Board of Directors may impose Individual Assessments against an Owner in any of the circumstances described below, provided that no Individual Assessments may be imposed against an Owner pursuant to this Section 4.11 until the Owner has been afforded notice and the opportunity

for a hearing, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Association's Governing Documents. Subject to the foregoing, the acts and circumstances giving rise to liability for Individual Assessments include the following:

4.11.1 Damage to Common Area

In the event that any damage to, or destruction of, any portion of the Common Area, including any portion of the Lot which the Association is obligated to repair and maintain is caused by the willful misconduct or negligent act or omission of any Owner, any member of his or her family, or any of his or her tenants, guests, servants, employees, licensees or invitees, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not compensated by insurance proceeds) shall be assessed and charged solely to and against such Owner as a Individual Assessment.

4.11.2 Expenses Incurred in Gaining Member Compliance

In the event that the Association incurs any costs or expenses to bring the Owner and/or his or her Lot into compliance with any provision of the Governing Documents, the amount incurred by the Association (including reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, and reasonable attorney's fees) shall be assessed and charged solely to and against such Owner as an Individual Assessment.

4.11.3 Transfer Fees

A transfer fee may be assessed against each Lot at the time escrow closes on the conveyance of title to such Lot, if title is transferred. The charge shall be an amount not to exceed the Association's actual costs to change its records in connection with said change of ownership of the Lot.

4.12 Levy of Individual Assessment and Payment

Once an Individual Assessment has been levied against an Owner for any reason described, and subject to the conditions imposed in this Section 4.12, such Individual Assessment shall be recorded on the Owner's account, notice thereof shall be mailed to the affected Owner and the Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within thirty (30) days after the mailing of notice of the Assessment.

4.13 Foreclosable Lien for Damage to Common Area

Once an Individual Assessment has been imposed by the Association's Board of Directors pursuant to Section 4.11.1 with regard to damage to Common Area such charge may be collected as provided in Section 4.10.

**ARTICLE V
DUTIES AND POWERS OF THE ASSOCIATION**

5.1 General Powers and Authority

The Association shall have all the powers of a nonprofit corporation under California law, subject only to the limitations in the Governing Documents of the Association. It may perform all acts which may be necessary for or incidental to the performance of the obligations and duties imposed upon it by this Declaration or the other Governing Documents. Its powers shall include, those granted in its Bylaws and the following:

5.1.1 Assessments

The Association shall have the power to establish, fix, and levy Assessments against the Members in accordance with the procedures set out in this Declaration and subject to the limitations therein.

5.1.2 Adoption of Rules

The Association shall have the power to adopt reasonable operating rules as more fully set forth in Section 5.5 herein.

5.1.3 Enforcement of Governing Documents

The Association shall have the power and duty to enforce the Governing Documents as more fully provided in Article XII herein.

5.1.4 Right of Entry

The Association's agents or employees shall have the right to enter upon any Lot when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Member as is practicable, and in accordance with Section 2.3 of this Declaration.

5.1.5 Easements

The Association shall have the authority, by document signed or approved by two thirds (2/3) of the Board of Directors, to grant easements in addition to those shown on the map, where necessary for utilities, cable television, and sewer facilities over the Common Area to serve the common and open space areas and the lots. All other easements, such as those to accommodate

adjoining property owners, require approval of a majority of the total voting power of the Association.

5.1.6 Dedication

The Association shall have the power to dedicate all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication shall be effective unless approved by a majority of the total voting power of the Association.

5.1.7 RV Lot

The Association may adopt rules for use of the RV storage area by the members. Such rules may include charging reasonable fees for storage and/or parking of the RVs, boats, etc., in the lot.

5.2 Duties of the Association

In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Documents, the Association shall be responsible for the following:

5.2.1 Maintenance and Operation of Common Areas

The Association, acting through the Board, shall operate and maintain the Common Areas and the facilities located thereon; such duty shall include providing maintenance of the Common Areas as provided in Article VI.

5.2.2 Financial Statements

The Association shall regularly prepare, review and distribute financial statements to the Members in accordance with the Bylaws, Section 9.1.

5.2.3 Insurance

The Association shall maintain such policy or policies of insurance as are required by this Declaration.

5.2.4 Discharge of Liens

The Association shall discharge by payment, if necessary, any lien against the Common Area, and charge the cost thereof to the Member or Members responsible for the existence of the lien (after notice and a hearing, as provided in the Bylaws).

5.2.5 Assessments

The Association shall fix, levy, collect, and enforce Assessments.

5.2.6 Payment of Expenses

The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business, including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

5.2.7 Conduct Reserve Studies

At least once every three years the Board of Directors shall cause a study of the reserve account requirements of the common interest development to be conducted if the current replacement value of the major components which the Association is obligated to repair, replace, restore, or maintain is equal to or greater than one half of the gross budget of the Association for any fiscal year, excluding the Association reserve account. The reserve study shall consist, in part, of a reasonably competent diligent inspection of the assessable area of the Association maintained major components.

5.3 Limitation on Board Authority

Except with the vote or written assent of Owners casting a majority of the votes at a meeting or through a mail ballot where a quorum is represented, the Board shall not take any of the following actions:

5.3.1 Sale of Association Property

Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

5.3.2 Compensation to Board Members

Pay compensation to Members of the Board or to officers of the Association for services performed in the conduct of the Association's business, provided that the Board may reimburse a Member for expenses incurred in carrying on the business of the Association.

5.3.3 Contracts in Excess of One Year

Enter into a contract with a third person to furnish goods or services for the Common Area or the Association for a term longer than one year, with the following exceptions: (i) A

contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission, provided the term does not exceed the shortest term for which the supplier will contract at the regulated rate; (ii) Prepaid casualty or liability insurance policies not to exceed three years' duration provided the policy permits short rate cancellation by the insured; (iii) Agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five years duration; (iv) Agreements for lease of laundry equipment shall not exceed five (5) years; and (v) Contracts for cable television and other telecommunications wiring to be negotiated for such terms as the Board deems proper.

5.4 Limitation on Liability of Officers and Directors

No director, officer, committee Member, employee, or other agent of the Association, shall be liable to any Owner or any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person if such person has acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association.

5.5 Adoption of Rules

The Association shall have the power to adopt reasonable operating rules governing the Project, use of the Common Area and any facilities located thereon, and of any other Association property. Such rules may include, but are not limited to, reasonable restrictions on use by the Members and their guests, rules of conduct, and the setting of reasonable fees for the use of recreational facilities. Rules must be in writing and must be consistent with applicable law and the governing documents. A copy of the current Association Rules shall be given to each Member.

5.5.1 Review and Comment Period

Prior to enacting certain classes or types of rules, the Association shall provide Owners with a thirty (30) day advance notice of a rule adoption or change, which shall include a copy of the proposed rule and a description of the purpose and effect of the proposed rule, and allow Owners to provide comments to the Board regarding the proposed rule. After the thirty (30) day comment period has expired, the Board shall meet to discuss any comments received, and decide whether to proceed with adoption of the proposed rule. If the rule is adopted, the Board shall provide notice to the Owners of the rule adoption within fifteen (15) days of adopting the rule.

5.5.2 Rule Classes Subject to Review and Comment - "Class 1 Rules"

The following classes or types of rules (Class 1 Rules) shall be subject to the rights of Owners to review and comment: common area use rules; exclusive-use common area rules (for example, balcony storage); home use rules (for example, noise regulations); architectural rules, including procedures for review, approval and disapproval of applications; discipline rules, including any fine schedule, payment plans for delinquent assessments; and dispute resolution procedures.

5.5.3 Rule Classes Not Subject to Review and Comment - "Class 2 Rules"

Except as otherwise required by law, the following classes or types of rules (Class 2 Rules) shall not be subject to the rights of Owners to review and comment: common area maintenance, a decision on a specific matter that is not intended to apply generally, regular or special assessment amounts, any rule required by law, and any repeating of existing law or governing document provision.

5.5.4 Owner Veto Rights of Class 1 Rules

Members of the Association owning five percent (5%) or more of the votes may call a special meeting of the membership to reverse a rule change to a Class 1 Rule. Special meeting of the Members may be called by delivering a written request to the president or secretary of the Board, after which the Board shall deliver notice of the meeting to the membership and hold the meeting in conformity with California Corporations Code Section 7511. The written request may not be delivered more than thirty (30) days after the Members are notified of the rule change. Members are deemed to have been notified of a rule change on delivery of notice of the rule change, or on enforcement of the resulting rule, whichever is sooner. For the purposes of California Corporations Code Section 8330, collection of signatures to call a special meeting under this Section is a purpose reasonably related to the interests of the Members of the Association. A Member request to copy or inspect the membership list solely for that purpose may not be denied on the grounds that the purpose is not reasonably related to the member's interests as a member. In lieu of calling the meeting described in this Section, the Board may distribute a written ballot to every Member of the Association in conformity with the requirements of California Corporations Code Section 7513. The rule change may be reversed by the affirmative vote of a majority of the votes represented and voting at a duly held meeting at which a quorum is present or by ballot (which affirmative votes also constitute a majority of the required quorum). A rule change reversed under this Section may not be readopted for one year after the date of the meeting reversing the rule change. Nothing in this Section precludes the Board from adopting a different rule on the same subject as the rule change that has been reversed. As soon as possible after the close of voting, but not more than fifteen (15)

days after the close of voting, the Board shall provide notice of the results of the vote to every Member. This Section does not apply to an emergency rule change.

5.5.5 Emergency Rules

The Board may enact a temporary emergency rule dealing with any class or type of rule 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. The Board shall provide notice to the Owners of adoption of the emergency rule within fifteen (15) days of its adoption, which 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. Such an emergency rule may be effective for up to 120 days, and may not be readopted after its expiration.

**ARTICLE VI
MAINTENANCE RESPONSIBILITIES**

6.1 Common Area and Recreation Area

The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of the Common Area and all improvements located thereon. 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 shall remove any tree, shrub or other vegetation from, or plant any tree, shrub, or other vegetation upon the Common Area without express approval of the Association.

6.2 Association Maintenance Responsibility With Respect to Lot Improvements

The Association shall provide exterior maintenance upon each Lot and Residence which is subject to Assessment hereunder, as follows: paint, stain, repair, replace and care for the exterior building surfaces including roofs, fences, downspouts attached to scuppers and exterior walls, provided that the Association shall not be responsible for the repair and replacement of exterior doors, screen doors, windows, glass sliding doors, gutters, garage doors, or exterior lighting fixtures and other glass surfaces.

6.3 Owner's Obligation to Maintain and Repair

Except for those portions of the Project which the Association is required to maintain and repair, each Lot Owner shall, at his sole cost and expense, maintain and repair his Lot and all improvements thereon, and all landscaping thereon, keeping the same in good condition and in conformance with specified standards if enacted by action of the Board and placed in the rules and regulations.

6.3.1 Front Yard Area

Prior to recordation of this Declaration, the Association routinely maintained the front yard areas of the Owners' private lots. Subsequent to recordation of this Declaration, it will no longer be the Association's responsibility to maintain any landscaping on Owners' private lots. Instead, the Owners will be fully responsible for maintaining all landscaping on their property, including the front yard areas.

6.4 Maintenance Responsibility Checklist

A Maintenance Responsibility Checklist is attached hereto and marked as Exhibit "A." The Checklist sets forth specifically those components of the Project that are the respective responsibility of the Owners and Association to maintain. In the event of a conflict between the division of maintenance responsibility set forth in the Governing Documents and the Checklist, the Checklist shall be followed.

6.5 Recovery of Costs of Certain Repairs and Maintenance

In the event that an Owner fails to perform maintenance functions for which he or she is responsible under this Article, the Association may give written notice to the offending Owner with a request to correct the failure within (fifteen) 15 days after receipt thereof. If the Owner refuses or fails to perform any necessary repair or maintenance, the Association may exercise its rights under Article II, Section 2.3, to enter the Owner's Lot and perform the repair or maintenance so long as the Owner has been given notice and the opportunity for a hearing. The cost of the repairs may be billed to the owner as an Individual Assessment in accordance with Section 4.12.

6.6 Association Responsible for Wood-Destroying Pests and Organisms

The Association shall take responsibility for the eradication and fumigation of wood-destroying pests and organisms such as termites. The Association shall also be responsible to repair any damage occasioned by said organisms to those exterior areas of the Lots that the Association is already obligated to maintain. Damage occurring to other areas than those specifically defined as exterior maintenance responsibility of the Association shall be the responsibility of the individual Owners.

6.7 Party Walls

Each wall which was built as a part of the original construction of the homes and placed upon the dividing line between the Lots or parcels shall constitute a party wall, and in the event that any such wall not be placed exactly on the dividing line between separate parcels, the same may encroach on one of such parcels and shall be maintained in the location originally constructed; and with respect to such wall, each of the adjoining Owners shall assume the burdens and be entitled to the benefits of these restrictive covenants; and to the extent not inconsistent herewith the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

6.7.1 Sharing of Repair and Maintenance

The cost of reasonable repair of maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

6.7.2 Destruction by Fire or Other Casualty

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

6.7.3 Weatherproofing

Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

6.7.4 Party Fences

Fences may have been constructed and located upon the Lot lines between adjoining private Lots. All fences located anywhere within in the Project are the responsibility of the Association to repair, maintain and replace.

6.7.5 Right to Contribution Runs With Land

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

6.7.6 Arbitration

In the event of any dispute arising concerning a party wall, or under the provisions of Section 6.7 herein, said dispute shall be submitted to binding arbitration before the American Arbitration Association.

6.8 Repairs of Utility Lines

The rights and duties of the Owners of Lots within the Project with respect to sanitary sewer, water, electricity, gas and telephone lines and facilities shall be as follows:

6.8.1 Easement for Repairs and Access

Whenever sanitary sewer, water, electricity, gas, television receiving, telephone lines or connections, are installed within the Property, which connections or any portion thereof lie in or upon a Lot owned by other than the Owner of a Lot served by such connections, the Owners of any Lot served by such connections shall have the right to, and are hereby granted, an easement to the full extent necessary therefore, to enter upon the Lots or to have the utility company enter upon the Lots in or upon which such connections or any portion thereof lie, to repair, replace and generally maintain such connections, as and when necessary.

6.8.2 Utility Connection Serving More Than One Lot

Whenever sanitary sewer, water, electricity, gas or telephone lines or connections, are installed within the Property which connections serve more than one Lot, the Owner of each Lot served by such connection shall be entitled to the full use and enjoyment of such portions of such connections as service his or her Lot.

6.8.3 Dispute Between Owners Over Repairs

In the event of a dispute between Owners with respect to the repair or rebuilding of such connections, or with respect to the sharing of the cost thereof, then, upon written request of one or such Owners addressed to the Association, the matter shall be submitted to the Board of Directors who shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

ARTICLE VII USE RESTRICTIONS

Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants and all occupants of the Owner's Lot comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. In addition to any rights the Association may have against the Owner's family, guests, tenants or occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or occupants.

7.1 Residential Use and Business Activities

No Lot shall be occupied and used except for residential purpose by the Owners, their tenants, social guests, and no trade or business shall be conducted on any Lot except as more fully set forth herein. No business or commercial activities of any kind whatsoever shall be conducted on any Lot without the prior written approval of the Board, provided that the foregoing restriction shall not apply to the activities, signs or activities of the Association in the discharge of its responsibilities under the Governing Documents. Furthermore, no restrictions contained in this Section shall be construed in such a manner so as to prohibit any Owner from (a) maintaining his or her personal library in his or her residence, (b) keeping his or her personal business records or accounts therein, (c) handling his or her personal or professional telephone calls or correspondence therefrom, (d) leasing or renting his or her residence in accordance with Article II, Sections 2.7 through 2.9 hereof, or (e) conducting any other activities on the Owner's otherwise compatible with residential use and the provisions of this Declaration which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization. The uses described in (a) through (e), above, are expressly declared to be customarily incidental to the principal residential use of the Lot and not in violation of this section.

7.2 Prohibition of Noxious Activities

No noxious or offensive activities shall be conducted within or upon any portion of the Property nor shall anything be done or permitted within any Lot which is or could become an unreasonable annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no Owner shall permit noise of any sort (including, but not limited to, barking dogs, stereo amplifier systems, television sets, motor vehicles and power tools) to emanate from an Owner's Lot or any portion of the Common Area which would unreasonably disturb other Owners' enjoyment of their

Lots or the Common Area. Excessive noise levels may be determined in the sole discretion of the Board which may, but shall not be obligated to, rely on the County Code or other applicable governmental regulation dealing with such matters.

7.3 Household Pets

The following restrictions regarding the care and maintenance of pets within the Project shall be observed by each Owner and resident:

7.3.1 Maximum Number of Pets

No more than three (3) common household pets may be kept in each Lot so long as the same are not kept, bred or maintained for commercial purposes, except that caged birds or fish in an aquarium may be kept and maintained in reasonable numbers or as otherwise established by the Board. No other animals, or poultry of any kind shall be kept, bred or raised on any Lot.

7.3.2 Leash Requirements for Dogs

Dogs shall only be allowed on the Common Area when they are leashed and otherwise under the supervision and restraint of their Owners.

7.3.3 Pets and Common Areas

No household pets shall be left chained or otherwise tethered in the Common Area. Pet owners shall be responsible for the prompt removal and disposal of pet wastes deposited by their pets within the Project.

7.3.4 Owner Responsibility for Conduct of Pet

Each person bringing or keeping a pet on the Property shall be solely responsible for the conduct of such pets.

7.3.5 Association Not Responsible for Conduct of Pets

The Association, its Board, officers, employees and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet.

7.3.6 Pet Rules

The Board of Directors shall have the right to establish and enforce additional regulations imposing standards for the reasonable control and keeping of household pets in, upon and around the Property to ensure that the same do not interfere with the quiet and peaceful enjoyment of the Property by the other Owners. The regulations adopted by the Board may, in the Board's sole discretion, limit the right to maintain dogs, cats and other pets that are likely to be within the Common Areas from time to time, to Owners; provided, however, that any such rule shall not affect the rights of any lessee under a lease agreement in effect at the time the rule is adopted. Dogs must be leashed while in the Common Areas.

7.3.7 Pets Constituting a Nuisance

The Board may, in its sole discretion, prohibit maintenance within the Property of any animal that constitutes a nuisance (whether due to its viciousness, unreasonable noise or otherwise) with respect to any other residents.

7.4 Signs

No commercial advertising signs or billboards shall be displayed on any Lot or posted within or on any portion of the Common Area except that Owners may post on their Lots any signs required by legal proceedings and a single "For Rent," "For Lease" or "For Sale" sign of reasonable dimensions as allowed by Civil Code Section 713. Also, Owners may place noncommercial signs or posters which do not exceed nine (9) square feet, or flags or banners which do not exceed fifteen (15) square feet, in their yard or windows, on their door or outside wall, and on their balcony. These items may be made of paper, cardboard, cloth, plastic or fabric. They may not be made from lights, building or paving materials, plants, or balloons. Also, Owners may not paint the messages on architectural surfaces. Notwithstanding the foregoing, the Board may prohibit and order the immediate removal of any sign which poses a threat to health or safety, or which is in violation of law.

7.5 Abandoned Personal Property

Personal property, other than vehicles which are not subject to this section, is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Areas.

If the Board or its designate, in its sole discretion, determines that the property has been abandoned or is being kept, stored, or allowed to remain on the Common Areas in violation of this

subparagraph, the Board may place a notice on the personal property and/or on the front door of the Owner's Lot specifying the nature of the violation and stating that after two (2) days the property maybe removed or either discarded or stored by the Board in a location which the Board may determine, at the Owner's or user's sole cost and expense. The notice shall include the name and telephone number of the person or entity which will remove the property and the name in telephone number of a person to contact regarding the alleged violation.

If two (2) days after such notice is placed on the personal property and/or the front door of the Lot, the violation continues or thereafter occurs within six (6) months of such notice, the personal property maybe removed in accordance with the notice, without further notice to the Owner or user of personal property.

In addition to the provisions above, the Board, in its discretion, may determine that an emergency situation exists, and the personal property abandoned or stored in violation of this paragraph may, without prior notice to the Owner or user of the personal property, be removed or either discarded or stored by the Board in a location which the Board may determine at the Owner's that or user's sole cost and expense; provided, however, the Board shall give to the Owner notice of the removal of the property and the location of the personal property within three (3) days after the personal property is removed.

If personal property is removed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercised its authority to remove abandoned or improperly stored personal property, as set forth herein

7.6 Right to Display American Flag

This Declaration shall not be interpreted to limit or prohibit the display of the flag of the United States by an Owner on or in the Owner's separate interest or within the Owner's Exclusive Use Common Area. For purposes of this section "Display of the flag of the United States" means a flag of the United States made of fabric, cloth or paper displayed from a staff or pole or in a window, and does not mean a depiction or emblem of the flag of the United States made of lights, paint, roofing, siding, paving materials, floor or balloons, or any other similar building, landscaping, or decorative component.

7.7 Antennas and Satellite Dishes

Owners may install satellite dishes not in excess of one (1) meter in diameter on their Lot. Owners may not install satellite dishes or antennas on any Common Areas. The Association may adopt rules permitting installation of satellite dishes or antennas in Common Areas, but adoption of said rules are solely within the discretion of the Board of Directors. The Board may adopt rules regulating the installation of antennas or satellite dishes so long as the rules do not unreasonably delay or prevent installation, maintenance or use, unusually increase the cost of installation, maintenance or use, or preclude reception of an acceptable quality signal. Any rules implemented for legitimate safety restrictions are permitted, even if they impair installation, maintenance or use of the satellite dish or antenna.

7.8 Insurance, Compliance with Law and Owner Personal Property

Nothing shall be done or kept in any Lot or in the Project that might increase the rate of, or cause the cancellation of, insurance on the Project, or any portion of the Project, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Lot that violates any permit, law, ordinance, statute, rule or regulation of any local, county, state or federal body. No Owner shall allow furniture, furnishings, or other personal property belonging to such Owner to remain within any portion of the Project except in such Owner's Lot except as may otherwise be permitted by the Board.

**ARTICLE VIII
ARCHITECTURAL CONTROL**

8.1 Improvements and Changes Require Prior Approval; Establishment of Architectural Review Committee

No Improvement of any kind shall be commenced, erected or maintained within the Properties by an Owner, nor shall any exterior addition to or change or alteration be made in or to any Lot by an Owner until the plans and specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of the same shall have been submitted to the Association's Architectural Review Committee as to quality of workmanship and materials, harmony of external design and location in relation to surrounding structures, setback lines, topography and finish grade elevation, and approved in writing by the Association's Board of Directors. The role of the Architectural Review Committee shall be advisory only to the Board. All final decisions regarding architectural approval will be made by the Board.

8.2 Appointment of Architectural Review Committee

The Board of Directors may appoint an Architectural Review Committee (hereinafter referred to as "Committee") composed of not less than three nor more than five members. Committee members appointed shall be from the membership of the Association. A majority of the Committee may designate a representative to act on its behalf. Members of the Committee shall serve for a term of one year. In the event of the death or resignation of any member of the Committee, a successor shall be appointed by the Board. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto. In the event the Board has not appointed a Committee, it shall fulfill the duties of that Committee until such time as members are appointed to it in accordance with this paragraph.

8.3 Submission of Plans; Action by Committee

Plans and specifications for the proposed Improvement shall be submitted to the Committee, Secretary of the Association or professional management company, if any, by personal delivery or certified mail, return receipt requested. In the event the Board fails to approve or disapprove the plans within forty-five (45) days after said plans and specifications have been submitted to it by the Architectural Review Committee, the Owner requesting said approval may submit a written notice to the Board advising them of the Committee's failure to so approve or disapprove. If the Board still fails to approve or disapprove said plans, within thirty (30) days after the receipt of said notice from the Owner, said plans shall be deemed approved.

8.4 Approval/Disapproval of Plans

Any approval or disapproval of plans submitted to the Committee shall be in writing. An approval of plans by the Board may be qualified. All qualifications, conditions and requests for modifications must be in writing. If a plan is disapproved, the written decision from the Board shall include both an explanation of why the proposed change was disapproved.

8.5 Architectural Rules and Regulations

The Committee may, subject to review by the Board of Directors, from time to time adopt, amend and repeal rules and regulations to be known as "Architectural Rules." Said rules shall interpret and implement the provisions of this Declaration and California Civil Code Section 1378 by setting forth the standards and procedures for the review and approval of proposed Improvements and guidelines for architectural design, placement of any work of Improvement or color schemes, exterior finishes and materials and similar features which are recommended for use within the Properties, provided that said rules shall not be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Rules and this Declaration, the Declaration shall prevail. Architectural rules, regulations and/or guidelines shall be adopted consistent with the procedures of Section 5.5 herein.

8.6 Owner Responsibility for Modification

As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of him or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition, or alteration. In the discretion of the Board or the Committee, an Owner may be made to verify such condition of approval by written instrument acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

8.7 Waiver

The architectural standards and the enforcement thereof may vary from one term of the Committee or Board of Directors to another term of the Committee or Board. These variances shall not constitute a waiver by the Committee or the Board of the right to adopt and enforce architectural standards under this paragraph. No decision by the Committee or Board shall constitute a binding precedent with respect to subsequent decisions of the Committee or Board. However, nothing in this paragraph shall permit the Committee or the Board to enforce retroactively its architectural standards against any Owner whose architectural change has been approved under the architectural standards of a previous Committee or Board.

8.8 Inspection of Work

Upon consent of the Owner, which consent shall not be unreasonably withheld, any member or authorized representative of the Committee may, at any reasonable hour and upon reasonable notice, enter and inspect any Lot which has been the subject matter of an approval of a submission for an Improvement. A request for inspection must be made within six (6) months after substantial completion of the Improvements. Such entry shall be made with as little inconvenience to the Owner as reasonably possible, and any damage caused thereby shall be repaired by the Association. If the Committee finds that such work was not done in substantial compliance with the approved plans and specifications, it shall notify the Owner in writing of such noncompliance, specifying the particulars of noncompliance and shall require the Owner to remedy the same within thirty (30) days from the date of notification of such noncompliance. If a noncompliance exists, the Board may utilize the procedures set forth in the article entitled "Resolution of Disputes," Article XII, herein to gain compliance.

8.9 Nonliability of Committee Members

Neither the Association, the Board or the Committee or designated representatives thereof, shall be liable for damages to any Owner submitting plans or specifications to them for approval, or to any Owner in the Project affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance, unless due to willful misconduct or bad faith of the Committee. The Committee's approval or disapproval of a submission shall be based solely on the considerations set forth in this Article, and in such rules and regulations as may be promulgated by the Committee, and the Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plans or design from the standpoint of structural safety and conformance with building or other codes.

8.10 Variances

The Committee shall be entitled to allow reasonable variances with respect to any restrictions in the Governing Documents in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships, provided that the following conditions are met: (a) If the requested variance will necessitate deviation from, or modification of, a property use restriction that would otherwise apply under these Governing Documents, the Committee must conduct a hearing on the proposed variance after giving at least ten (10) days prior written notice to the Board and to all Lots within 100 feet of the property for which the variance applies. The Owners receiving notice of the proposed variance shall have thirty (30) days in which to submit to the Board or Committee written comments or objections with respect to the variance. No decision shall be made with respect

to the proposed variance until the thirty (30) day comment period has expired. (b) The Board or Committee must make a good faith determination that (i) the requested variance does not constitute a material deviation from the overall plan and scheme of development within the Properties or from any restriction contained herein or that the proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; or (ii) the variance relates to a requirement hereunder that it is unnecessary or burdensome under the circumstances; or (iii) the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance, with respect to any other Lot, Common Area or Owner within the Properties

8.11 Annual Architectural Procedures Disclosure

The Association shall annually provide its Members with notice of any requirements for Association approval of physical changes to the property. The notice shall describe the types of changes that require Association approval and shall include a copy of the procedure used to review and approve or disapprove a proposed change.

8.12 Cease and Desist

In the event unapproved architectural Improvements are commenced by or on behalf of an Owner or his or her tenant, the Association shall have the right to take immediate action to halt such activity, including issuing a cease and desist order and obtaining immediate judicial relief necessary to preserve the status quo.

**ARTICLE IX
INSURANCE**

9.1 Insurance Coverage

The Association shall purchase, obtain and maintain the following types of insurance, if and to the extent they are available.

9.1.1 Fire and Casualty

The Association shall obtain and maintain a master or blanket policy of fire and casualty insurance, replacement cost basis, on all Common Areas within the Property, including the Lots and the residences and other structures located thereon except as provided in Sections 9.2 and 9.9 below. The insurance shall be kept in full force and effect at all times.

9.1.2 Liability

A comprehensive public liability insurance policy insuring the Association, its agents, and the Owners and occupants of the Lots and their respective family Members, guests, invitees, and agents against any liability incident to the ownership or use of the Common Area or any other Association owned or maintained real or personal property.

9.1.3 Worker's Compensation

Worker's compensation insurance to the extent required by law.

9.1.4 Directors' Liability

Officers and directors' liability insurance.

9.1.5 Fidelity Bond

Appropriate fidelity bond coverage to protect against dishonest acts by the Association's officers, directors, employees, trustees, and all others who are responsible for handling funds of the Association if deemed necessary by a majority of the Board.

9.1.6 Other Insurance

Such other insurance as the Board in its discretion considers necessary or advisable.

9.2 Scope of Coverage

The Board shall have the sole authority to determine the amount, terms, and coverage of any policy required hereunder. The amount, terms, and coverage of policies other than casualty required hereunder (including the type of endorsements, the amounts of the deductible, the named insureds, the loss payees, standard Mortgage clauses, and notices of changes or cancellations) shall be no less than that which is customary for similar policies on similar Projects in the area, except that the Board will make every effort to obtain the minimum coverages set forth in California Civil Code Section 1365.9(b) for the protection of the individual Owners from being named in lawsuits in regard to actions arising out of injuries occurring on the Common Areas. With regard to casualty coverage, the coverage may be a "bare walls" policy, covering only the structures located on the Lot and excluding the interior building fixtures and personal property of the residence. The Unit Owner shall be responsible for insuring interior building fixtures and personal property within their policy (commonly referred to as an ISO Form HO-6 Policy).

9.3 Insurance Trustee

Each Owner appoints the Association, or any insurance trustee designated by the Association, to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including, without limitation, representing the Owners in any proceeding, negotiation, settlement, or agreements.

9.4 Waiver of Subrogation

Any insurance maintained by the Association shall contain a waiver of subrogation as to the Association's officers, directors, members, and Owners of the Lots and Mortgagees, and, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured.

9.5 No Duplicate Insurance Coverage.

No Owner shall separately insure the structures located on their Lot against loss by fire or other casualty covered by any insurance carried by the Association. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under the Association's policies that results from the existence of such other insurance will be chargeable to the Owner who acquired other insurance.

9.6 Owner Insurance Required

Owners are required to obtain casualty and liability insurance covering the interior building fixtures (to the extent not covered by the Association's master policy) and personal property of the residential structures located on their Lot. In addition, any improvements made by, or acquired by, an Owner within the residential structure of the Lot shall be separately insured by an Owner, but the insurance is to be limited to the type and nature of coverage commonly known as tenant's improvements. Any Owner failing to purchase said insurance waives any claim he or she may have against the Association for damage to the interior of the residential structure of his or her Lot, arising out of negligence, nuisance, or breach of contract on the part of the Association, so long as the damage or loss would have been covered under a standard Homeowner Policy (HO6) had it been in force at the time of the loss.

9.7 Insurance Deductible

The amount of the deductible portion of any insurance coverage maintained by the Association shall be established in the reasonable discretion of the Board. In the event a claim is made against the insurance policy maintained by the Association, and proceeds from that policy are used to repair damage, the responsibility for the deductible shall be as follows:

9.7.1 Damage Due to Act or Omission

Should the damage result from the act or omission of any party, whether such act or omission is negligent or willful, such party shall be responsible for the deductible.

9.7.2 Damage from Owner-Maintained Item

Should the damage result from an item, the maintenance of which is the responsibility of an Owner, the Owner responsible for the maintenance shall be responsible for the deductible.

9.7.3 Damage from Association-Maintained Item

Should the damage result from an item, the maintenance of which is the responsibility of the Association, the Association shall be responsible for the deductible.

9.7.4 Damage from Multiple Sources

Should the damage result from more than one source, the responsibility for the deductible shall follow the percentage of fault.

9.8 Annual Insurance Review

The Board shall review the insurance carried by or on behalf of the Association at least annually for the purpose of determining if such insurance is adequate. Such responsibility may be performed and shall be deemed reasonably performed by the Board requesting the Association's insurance agent to verify that the insurance policies in existence meet the needs of the Association.

9.9 Failure to Acquire Insurance

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 insurance, the Board may base its decision upon, among other things, a vote of the Owners.

ARTICLE X
DAMAGE OR DESTRUCTION

10.1 Destruction; Proceeds Exceed 85 Percent of Reconstruction Costs

If there is a total or partial destruction of the improvements in the Project, and if the available proceeds of the insurance carried plus reserve account funds designated for the repair or replacement of capital improvements which have been damaged are sufficient to cover not less than eighty-five percent (85%) of the costs of repair and reconstruction, the improvements shall be promptly rebuilt unless, within ninety (90) days from the date of destruction, Owners then holding at least seventy-five percent (75%) of the total voting power of Owners present and entitled to vote, in person or by proxy, at a duly constituted meeting or voting by written ballot, determine that repair and reconstruction shall not take place. If such a meeting is called, the Association shall solicit and obtain bids from at least two reputable contractors to repair and reconstruct the improvements in accordance with the original plans and shall present this information to the Owners at the meeting. If repair and reconstruction is to take place the Association shall be required to execute, acknowledge, and record in the office of the County Recorder of the County not later than 120 days from the date of destruction, a certificate declaring the intention of the Owners to rebuild.

10.2 Destruction; Proceeds Less Than 85 Percent of Reconstruction Costs

If the proceeds of insurance carried plus reserve account funds designated for the repair or replacement of capital improvements which have been damaged are less than eighty-five percent (85%) of the costs of repair and reconstruction, the improvements shall be promptly rebuilt, unless within ninety (90) days from the date of destruction, Owners then holding at least sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the total voting power of Owners present and entitled to vote, in person or by proxy, at a duly constituted meeting or by written ballot, determine that repair and reconstruction shall not take place. If such a meeting is called, the Association shall solicit and obtain bids from at least two reputable contractors to repair and reconstruct the improvements in accordance with the original plans and shall present this information to the Owners at the meeting. If repair and reconstruction are to take place, the Association shall execute, acknowledge, and record in the office of the County Recorder of the County not later than 120 days from the date of destruction a certificate declaring the intention of the Owners to rebuild.

10.3 Apportionment of Assessments

If the Owners determine to rebuild pursuant to Sections 10.1 and 10.2, above, each Owner shall be obligated to contribute his or her equal share of the cost of reconstruction or restoration over

and above the available insurance proceeds. The Association may levy a Special Assessment for the cost of restoration or reconstruction over and above the insurance proceeds, which may be enforced under the lien provisions contained in Article IV or in any other manner provided in this Declaration.

10.4 Rebuilding Contract

If the Owners determine to rebuild, the Board or its authorized representative shall, after obtaining bids from at least two reputable contractors as required by the paragraphs above, award the repair and reconstruction work to the lowest bidder that otherwise meets the requirements set forth by the Board in soliciting bids. The Board shall have the authority to enter into a written contract with the contractor for the repair and reconstruction, and the insurance proceeds held by the trustee shall be disbursed to this contractor according to the terms of the contract. It shall be the obligation of the Association to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

10.5 Rebuilding Not Authorized

If the Owners determine not to rebuild, then, subject to the rights of Mortgagees, any insurance proceeds then available for such rebuilding shall be distributed to each Owner (of an uninhabitable damaged residence which is not to be rebuilt) according to the relative fair market values of their Lot. The Board shall select an independent appraiser who shall be a Member of the Society of Real Estate Appraisers (SREA) or other nationally recognized appraisers' organization and who shall determine such relative values in accordance with the standards of such organizations as of a date immediately prior to such destruction. The Association shall have the duty, within 120 days from the date of destruction, to execute, acknowledge, and record in the office of the County Recorder of the County, a certificate declaring the intention of the Owners not to rebuild.

10.6 Minor Repair and Reconstruction

The Association shall have the duty to repair and reconstruct improvements, without the consent of Owners and irrespective of the amount of available insurance proceeds, in all instances of partial destruction where the estimated cost of repair and reconstruction does not exceed \$20,000 in the case of Common Area improvements. The Association can levy a special Assessment for the cost of repairing and reconstructing improvements to the extent insurance proceeds are unavailable, such Assessment to be levied as described in Section 10.3, above, (but without the consent or approval of Owners, despite any contrary provisions in this Declaration).

**ARTICLE XI
CONDEMNATION**

11.1 Association as Trustee for Owner

If all or part of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of the taking of the Common Area, exclusive of compensation for consequential damages to certain affected Lots, shall be payable to the Association as trustee for all Owners and Mortgagees according to the loss or damages to their respective interest in the Common Area. The Association, acting through its Board of Directors, shall have the right to act on behalf of the Owners with respect to the negotiation, settlement and litigation of the issues with respect to the taking and compensation affecting the Common Area. Each Owner hereby designates and appoints the Association as his or her attorney-in-fact for such purposes.

**ARTICLE XII
DISPUTE RESOLUTION AND ENFORCEMENT**

12.1 Introduction

This Article sets forth the methods available to the Board of Directors and membership for resolving disputes within the Association along with the Association's powers of enforcement of the Governing Documents. Sections 12.2 and 12.3 are not mandatory and may be utilized in accordance with the rules and policies of the Association. Section 12.4 providing for Internal Dispute Resolution is mandatory when initiated by a member. Section 12.5 is mandatory in the event that an Owner or the Association anticipates proceeding to litigation.

12.2 Informal Notice of Violation

The Board may authorize an informal written notice of violation to any Owner whose Lot or any resident therein is violating a provision of the Governing Documents. Its function is notification to the Owner of the violation and requesting their voluntary cooperation in correcting it.

12.3 Disciplinary Proceedings

The Board of Directors may take the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of the Governing Documents: (1) impose monetary penalties, including late charges and interests; (2) suspend voting rights in the Association until the violation has been cured; and (3) suspend use privileges for Common Area recreational facilities until the violation has been cured.

The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Board. The Board shall substantially comply with the due process requirements of Section 7.5 of the Bylaws before imposing any of the foregoing penalties.

12.4 Internal Dispute Resolution Procedure

The procedures set forth herein is for the purpose of resolving a dispute between the Association and Member involving their rights, duties or liabilities under the Governing Documents or the California Non-Profit Mutual Benefit Corporation Law. Either party to a dispute within the scope of this Section 12.4 may invoke the following procedure.

12.4.1 Meet and Confer

The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

12.4.2 Rights to Meet and Confer

A member of an Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.

12.4.3 Designation of Representative

The Association's Board of Directors shall designate at least one (1) member of the Board to meet and confer.

12.4.4 Timeliness of Meeting

The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other and confer in good faith and in an effort to resolve the dispute.

12.4.5 Agreement in Writing

A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.

12.4.6 Agreement Judicially Enforceable.

An agreement reached under Section 12.4 herein binds the parties and is judicially enforceable when it meets the requirements set forth in California Civil Code Section 1363.840(c).

12.5 Alternative Dispute Resolution Procedure

Prior to the commencement of an enforcement action, the party initiating the case shall comply with California Civil Code Section 1369.530 by serving a Request for Resolution on the other party in accordance with the statute.

12.6 Litigation

The Association or any Member shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, Association Bylaws and rules and regulations, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations, the right to recover damages or other dues for such violation; provided,

however, that with respect to Assessment liens, the Association shall have the exclusive right to the enforcement thereof. In any action to enforce the governing documents, the prevailing party shall be entitled to an award of reasonable attorney fees and court costs.

12.7 Immediate, Temporary Relief

Nothing in this Article shall be construed to prevent the Association or any Member from obtaining immediate, temporary judicial relief by way of temporary restraining order or other means necessary to preserve the status quo, pending compliance with the provisions of this Article or applicable law as circumstances warrant.

**ARTICLE XIII
GENERAL PROVISIONS**

13.1 Severability

Invalidation of any one of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

13.2 Term

The covenants and conditions of this Declaration shall run with and bind the Project, and inure to the benefit of and shall be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs and successors and assigns for a period of thirty years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year proceeding the beginning of each successive period of ten(10) years, agreeing to change the covenants and restrictions in whole or in part or terminating the same.

13.3 Construction

The provisions of this 2010 Restated Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the maintenance of a residential community of common recreational facilities and Common Areas. Paragraph headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

13.4 Amendments

This 2010 Restated Declaration may be amended only by the affirmative vote in person or by proxy, or written consent of Members representing a majority of the total voting power of the Association, and the amendment shall become effective upon the recording with the Office of the County Recorder of San Diego County, California.

13.5 Singular Includes Plural

Whenever the context of this Restated Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

13.6 Nonliability of Association for Water Damage

The Association shall not be liable for damage to property in the Project resulting from water which may leak or flow from outside of any Lot or from any part of the building, or from any pipe, drains, conduits, appliances or equipment, or from any other place or cause, unless caused by the gross negligence of the Association, its Board, officers, the manager or their staff.

13.7 Nuisance

The result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

13.8 Waiver

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

13.9 Conflict of Governing Documents

If there is a conflict among or between the Governing Documents, the provisions of this First Restatement of Declaration shall prevail; thereafter, priority shall be given to Governing Documents in the following order: Articles, Bylaws, and Rules and Regulations of the Association.

13.10 Statutory Changes; Conflicts; No Liability for Following Law

Many provisions of this Declaration are drafted to comply with current California law applicable to the operation of a common interest subdivision. Provisions of these laws can and likely will change. In the event a law changes, the following shall apply:

13.10.1 Changed Law Supersedes this Declaration

In the event a law change supersedes provisions of this Declaration, such changed law shall prevail over provisions of this Declaration that conflict with the new law.

13.10.2 Changed Law Allows Declaration to Prevail

If the changed law allows this Declaration to prevail, this Declaration shall prevail.

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13.10.3 Changed Law Deletes Provisions Repeated in this Declaration

If the changed law deletes any statutory requirement repeated in this Declaration, the Board may, after not less than thirty (30) days notice to the Owners, record an amendment revising the provision of this Declaration affected by the new law to conform with the language of the new law. Such amendment to restate, verbatim, changed laws does not need to comply with the Owner approval requirements of Section 13.4 hereinabove.

13.10.4 No Liability for Following Changed Law

Provided any federal, state or local statute, law or ordinance is inconsistent with any provision(s) of this Declaration, and compliance with that statute, law or ordinance is mandatory, neither the Association, the Board, nor any director thereof, shall have any liability for complying with the federal, state or local statute, law or ordinance rather than with the inconsistent provision(s) of this Declaration.

IN WITNESS WHEREOF, Casa Del Sol Owners Assn by and through its Board of Directors, hereby certifies that this 2010 Restated Declaration of Covenants, Conditions and Restrictions was duly adopted.

Dated: 12/07/2010

Declarant
Lisa Stefani, President, Casa Del Sol HOA
President
Casa del Sol Owners Association

Lisa Stefani
[Name Printed]

Dated: 12-8-2010

Giovanna Casillas
Secretary
Casa del Sol Owners Association

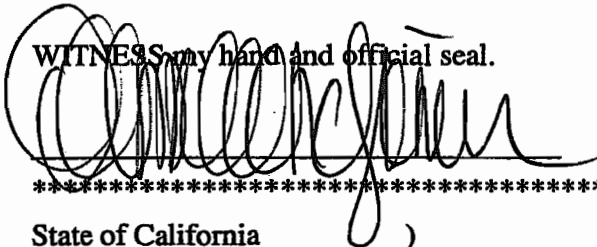
Giovanna Casillas
[Name Printed]

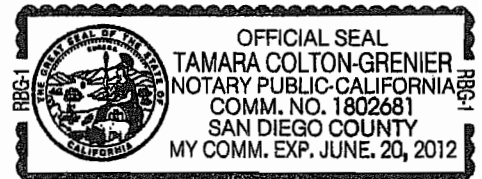
ACKNOWLEDGMENTS

State of California)
 : s.s.
County of San Diego)

On December 7, 2010, before me, Tamara Colton-Grenier, a Notary Public in and for said County and State, personally appeared Lisa Sterani, proved 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.

I declare under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


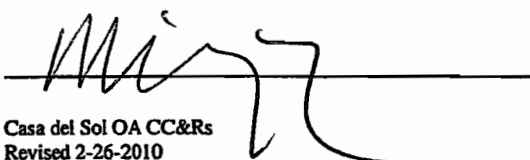


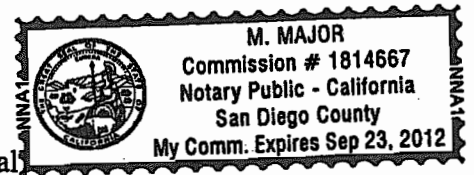
[Seal]

State of California)
 : s.s.
County of SAN DIEGO)

On 12/8/2010, before me, M. MAJOR, a Notary Public in and for said County and State, personally appeared GIUVANNA CASILLAS, proved 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.

I declare under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




[Seal]

MAINTENANCE RESPONSIBILITY CHECKLIST

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ASSOC	OWNER	INTERIOR
_____	x	Appliances - built in
_____	x	Appliances - free standing
_____	x	Carpeting
_____	x	Caulking - bathrooms, kitchens
_____	x	Chimneys - flues
_____	x	Chimneys - sweeping
_____	x	Doorbell - components
_____	x	Doors - entry - painting
_____	x	Doors - glass
_____	x	Fences - cleaning
_____	x	Fireplaces - chimney sweeping
_____	x	Fireplaces - repair firebox
_____	x	Fireplaces - repair mantle
_____	x	Fireplaces - repair stone/bricks
_____	x	Floor coverings - carpet
_____	x	Floor coverings - vinyl
_____	x	Floor coverings - tile (ceramic)
_____	x	Floor coverings - tile (vinyl)
_____	x	Floor coverings - wood
_____	x	Garbage disposal
_____	x	Hot water recirculating systems and pumps
_____	x	Lighting fixtures
_____	x	Painting
_____	x	Party walls
_____	x	Wallpaper and paneling
_____	x	Window glass
_____	x	Window flashing and waterproofing
_____	x	Window frames
_____	x	Window hardware

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ASSOC	OWNER	
		ROOF
X		Roof decking
X		Roof flashing
X		Roof shingles/tiles
X		Roof underlayment
X		Roof vents
		EXTERIOR
	X	Air conditioning unit
	X	Antennas
X		Building Surfaces
	X	Caulking
	X	Central Air/Heating
	X	Chimneys
	X	Doorbell - component/button switch
	X	Doors - entry - flashing/waterproofing
	X	Doors - entry - frame and door
	X	Doors - entry - locks and hardware
	X	Doors - entry - painting
	X	Doors - screen
	X	Doors - sliding
	X	Doors - storm
	X	Doors - security
X		Driveways - asphalt/concrete
	X	Faucets, handles, washers
X		Fences - cleaning
X		Fences -repair and replace
X		Fences - wood
X		Fences - wrought iron
	X	Fireplaces - repair exterior stone/bricks
	X	Foundation and Concrete Slab
	X	Furnace

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ASSOC	OWNER
	x
x	
x	
x	
	x
	x
x	
x	
x	
x	

EXTERIOR (continued)

- Gutters and downspouts
- Lighting fixtures (not to include private entrance)
- Scuppers and downspouts attached to scuppers
- Sidewalks - entry in courtyards
- Skylights - flashing and waterproofing
- Skylights - frame and glass
- Stucco - painting/coloring
- Stucco - repair and replacement
- Trim - wood - maintenance and replacement
- Trim - wood - painting

EXCLUSIVE USE AREAS/PATIOS/BALCONIES

	x
	x
	x
	x
	x
	x
	x
	x
	x
	x
	x

- Drains
- Deck membranes/waterproofing
- Deck railings - painting
- Patios/balconies - painting
- Patio covers - painting
- Patio covers - repair and replace
- Patio sliding doors
- Patio sliding doors - flashing and waterproofing
- Patio sliding doors - frames and tracks
- Patio sliding doors - hardware

GARAGES/CARPORTS

	x
	x
	x
	x
x	
	x

- Doors - garage - electric openers and remote controls
- Doors - garage - locks and hardware
- Doors - garage - painting exterior
- Doors - garage - painting interior
- Garage aprons
- Garage - doors

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ASSOC	OWNER	
	x	UTILITIES/WIRING/PLUMBING
	x	Cable TV wiring
	x	Drains - bathtubs/showers/sinks
	x	Electrical panel/circuit breakers
	x	Electrical switches, sockets, wallplates - exterior
	x	Electrical switches, sockets, wallplates - interior
	x	Electrical wiring - interior
	x	Gas lines below ground
	x	Gas lines in crawl spaces
	x	Plumbing fixtures - toilets/tubs/sinks/faucets/etc
	x	Plumbing lines - interior (behind or within walls, floors including slabs, and ceilings)
	x	Plumbing lines - interior (if not behind walls, floors, ceilings)
	x	Sewer lines - in crawl spaces or under slab
	x	Telephone wiring
	x	Toilet and sewer backups
	x	Toilets - wax rings
	x	Toilets - fixtures and components
	x	Water heater(s)
x		Water lines - in Common Area
	x	Water lines below ground
	x	Water lines in crawl spaces and attic
	x	Water softeners
		YARD AREAS
	x	Drainage systems, ditches, catch basins
	x	Drainage systems, private
x		Drains - curb
	x	Drains - yard/planters
	x	Landscaping - back or side yards
	x	Landscaping - entry ways
	x	Landscaping - front yard

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ASSOC

OWNER

x	
x	
x	
x	
x	
x	
x	
x	
x	
x	
x	
x	

COMMON AREAS

- Common areas, recreation areas
- Carport/parking space - concrete/asphalt surfaces
- Common area improvements
- Landscaping - common area lawns
- Landscaping - common area slopes
- Landscaping - common area trees
- Lighting fixtures
- Pool
- Pump and filter room
- Sewer lines - common area - below ground
- Sidewalks
- Tennis courts

	x
	x
x	
x	
x	
	x

PEST CONTROL

- Spraying for household pests (ants, fleas, etc.)
- Spraying for landscaping pests and/or trapping
- Termite eradication - indoor (drywood)
- Termite eradication - outdoor (drywood)
- Wood Replacement/Framing - exterior walls
- Wood Replacement/Framing - interior walls