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**SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LOS COCOS HOME OWNER'S ASSOCIATION, INC.
CITY OF RANCHO MIRAGE, COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**



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

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SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LOS COCOS HOME OWNER'S ASSOCIATION, INC.

The First Amended and Restated Declaration of Covenants, Conditions and Restrictions, for LOS COCOS HOME OWNER'S ASSOCIATION, INC., recorded on December 18, 2003, as Instrument No. 2003-987168, of the Official Records of Riverside County, California ("First Restated Declaration"), and all amendments thereto, which affect all of the Development described and commonly known as Los Cocos is hereby amended and restated in its entirety to read as follows:

RECITALS

(A) The First Amended Declaration amended and restated the Declaration of Covenants, Conditions and Restrictions of Los Cocos Development Company, Inc., recorded on April 26, 1974 as Instrument No. 49611 in the Official Records of Riverside County, California ("Original Declaration") which established LOS COCOS HOME OWNER'S ASSOCIATION, INC. ("Association") to oversee, manage, maintain and operate the real property ("Development") subject to the Original Declaration, plus all annexations to the Development. The Development subject to this Declaration is legally described in Exhibit "A" to this Second Restated Declaration.

(B) The Development was originally conveyed, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original Declaration, which was then amended in the First Restated Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development and all of which shall run with the Development and be binding on all parties having or acquiring any right, title or interest in the Development, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

(C) The Development consists of a "Planned Unit Development," as defined in California *Civil Code* Section 1351(k) and the Lots sold and conveyed to the Owners, are subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes as set forth in this Declaration.

(D) The Lots within the Development are subject to the applicable terms and conditions of that certain lease dated December 12, 1967 and approved by the United States Bureau of Indian Affairs as Lease No. PSL-105 on July 2, 1968 (hereinafter referred to as the "Master Lease") and the applicable terms and conditions of Sublease No. 1, recorded on July 15, 1971 as Instrument No. 67808 and all assignments of Sublease No. 1 which are as follows: Assignment recorded on April 9, 1973 as Instrument No. 44792, Assignment recorded on August 16, 1977, as Instrument No. 158193, Assignment recorded on December 14, 2004 as Instrument No. 0985843 (collectively referred to as "Assignments"). Pursuant to Sublease No. 1 and Assignments, Owners of Lots located

within the Development own a sub-subleasehold interest in the Lots. In the event the Association and Owners purchase a fee interest in the real property subject to the Master Lease and/or Sublease No. 1 and Assignments, then the term "Owner" shall include the owners of said fee interests.

(E) The Association now desires to amend and restate the First Restated Declaration and replace it in its entirety with this Second Amended and Restated Declaration, and that upon recordation of same, the Development shall be subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges contained herein.

ARTICLE 1

DEFINITIONS

Section 1.1. "Architectural Control Committee" means the Committee created in accordance with Article 7 of this Declaration.

Section 1.2. "Architectural Control Committee Guidelines" means the rules, regulations and/or guidelines which have been or shall be adopted by the Architectural Committee and amended from time to time.

Section 1.3. "Articles" means the Articles of Incorporation of LOS COCOS HOME OWNER'S ASSOCIATION, INC., which are filed in the Office of the California Secretary of State, as such Articles may be amended from time to time.

Section 1.4. "Assessment" means any Regular, Special, or Reimbursement or Reconstruction Assessment made or assessed by the Association against an Owner and his or her Lot in accordance with the provisions of Article 5 of this Declaration.

Section 1.5. "Association" means the LOS COCOS HOME OWNER'S ASSOCIATION, INC., 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).

Section 1.6. "Association Rules" or "Rules and Regulations" means the rules, regulations and policies adopted by the Board of Directors of the Association, pursuant to Article 4, Section 4.2 of this Declaration, as the same may be in effect from time to time.

Section 1.7. "Beneficiary" means a mortgagee under a mortgage or, as the case may be, the beneficiary of or holder of a note secured by a Deed of Trust, and/or the assignees of such mortgagee, beneficiary or holder.

Section 1.8. "Board of Directors," "Board" or "Directors" means the Board of Directors of the Association.

Section 1.9. "Bylaws" means the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 1.10. “City” means the City of Rancho Mirage. and its various departments, divisions, employees and representatives.

Section 1.11. “Common Area” The term “Common Area” shall mean all portions of the Development except the Lot(s) therein, and shall include all Common Facilities and private streets, entrance gates and machinery, and exterior perimeter walls, as well as all other land, structures and facilities within the Development which are managed and maintained by the Association for the use and enjoyment of the Owners. Each Owner shall have an equal fractional leasehold estate in the Common Area as tenant in common with the other Owners, and the Common Area is subject to nonexclusive rights of ingress, egress, and support, if necessary, through the Common Area, which rights are appurtenant to each Lot in the Development.

Section 1.12. “Common Expense” means any use of Association funds authorized by Article 5 hereof and includes, without limitation:

(A) All expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of the Common Area, Common Facilities or any portion of any Lot that the Association is obligated to maintain or repair;

(B) All expenses or charges reasonably incurred to procure insurance for the protection of the Association and its Board of Directors;

(C) Any amounts reasonably necessary for reserves for maintenance, repair and replacement of the Common Areas and Common Facilities or any portion of any Lot that the Association is obligated to maintain or replace, and for nonpayment of any Assessments; and

(D) The use of such funds to defray the costs and expenses incurred by the Association in the performance of its functions or in the proper discharge of the responsibilities of the Board as provided in the Governing Documents.

Section 1.13. “Common Facilities” means, without limitation, the trees, hedges, plantings, lawns, shrubs, landscaping, fences, utilities, pipes, drains, lines, lighting fixtures, swimming pools, spas, tennis court, restrooms, gates, walls, entry way improvements (consisting of fountain and accouterments, resident roster board and entry control system), mailbox structure, mailbox (except lock and interior), clubhouse exercise room, streets, curbs, parking areas, structures, buildings, and other facilities constructed or installed, or to be constructed or installed, or currently located within the Common Area.

Section 1.14. “County” means the County of Riverside, State of California, and its various departments, divisions, employees and representatives.

Section 1.15. “Declaration” means this instrument, including all of the Exhibits referred to herein (all of which shall be deemed incorporated herein by reference), as the same may be amended from time to time. The “First Restated Declaration” means and refers to the document referenced in the

Recitals to this Declaration, together with all amendments and annexations thereto, adopted prior to adoption and recordation of this Declaration.

Section 1.16. “**Deed of Trust**” or “**Trust Deed**” means a first Mortgage or a first Deed of Trust, as the case may be.

Section 1.17. “**Development**” means all parcels of real property (Common Area and Lots described and identified in Recital “A” hereof) together with all buildings, structures, utilities, Common Facilities, and all other Improvements now located or hereafter constructed or installed thereon, and all appurtenances thereto.

Section 1.18. “**Eligible Holder**” means any Institutional Holder, Insurer or Guarantor of a first Mortgage who provides written request to the Association, stating the name and address of such Holder, Insurer or Guarantor and the address or legal description of the particular Lot encumbered.

Section 1.19. “**Governing Documents**” is a collective term that includes, but is not limited to, to this Declaration and to the Articles, the Bylaws, the Association Rules, and the Architectural Control Committee Guidelines.

Section 1.20. “**Institutional Holder**” means any beneficiary of a deed of trust or Mortgagee of a Mortgage which encumbers a Lot and which is a bank or savings and loan association or established mortgage company or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 1.21. “**Lot**” means any parcel of real property designated by a number on the Subdivision Map for any portion of the Development, excluding the Common Area. When appropriate within the context of the Governing Documents, the term “Lot” shall also include the Residence and other Improvements constructed or to be constructed on a Lot. For purposes of the Governing Documents, “Lot” does not exclude the parcel on which the tax assessment is based. Each Lot within the Development has been improved with a Residence being one-half of a structure with a Party Wall on the Lot line between the adjoining Lots.

Section 1.22. “**Master Lease**” means that certain lease dated December 12, 1967 and approved by the United States Bureau of Indian Affairs as Lease No. PSL-105 on July 2, 1968.

Section 1.23. “**Member**” means every person or entity who holds a membership in the Association and whose rights as a Member are not suspended pursuant to Article 3, Section 3.1 hereof.

Section 1.24. “**Mortgage**” means any security device encumbering all or any portion of the Development, including any Deed of Trust. “**First Mortgagee**” shall refer to the beneficiary of, or the holder of a Note secured by a first Deed of Trust (Trust Deed) or, as the case may be, the mortgagee under a first mortgage, and/or the assignee of such beneficiary, holder or mortgagee. “**Eligible Mortgage Holder**” shall mean a holder of a first Mortgage on a Lot who has requested notice from the Association of those matters which such holder is entitled to notice of by reason of this Declaration or the Bylaws of the Association.

Section 1.25. "Occupant" means any person who stays overnight in a Residence for at least thirty (30) either consecutive or non-consecutive days, in any one (1) year. "Occupancy" means staying in a Residence for at least thirty (30) either consecutive or non-consecutive days, in any one (1) year.

Section 1.26. "Owner" means: (a) any person, firm, corporation or other entity which being the record owner of a subleasehold estate or an equitable ownership interest in any Lot, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include, except where the context otherwise requires, the family, guests, tenants and invitees of an Owner. The term "Owner" shall not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation or contract purchase. Except as provided in subsection (B) of this Section, the terms "Owner of Record" and "Member of the Association" includes an Owner and means any person, firm, corporation or other entity in which title to a Lot is vested as shown by the official records of the Office of the County Recorder; (b) in the event the Association and Owners purchase a fee interest in the real property subject to the Master Lease and/or Sublease No. 1 and Assignments, then the term "Owner" shall include the owners of said fee interests only if such person, firm, corporation or entity has the immediate right to occupy a Residence in the Development.

Section 1.27. "Party Wall" means a wall which was constructed as a part of the original construction on the Development or is reconstructed in the same location and any part of which is a dividing wall between separate Residence.

Section 1.28. "Regular Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with Article 5, Section 5.3, hereof.

Section 1.29. "Reimbursement Assessment" means an Assessment levied on an Owner and his or her Lot in accordance with Article 5, Section 5.5 hereof.

Section 1.30. "Reconstruction Assessment" means a charge against each Owner and his or her Lot representing a portion of the cost to the Association for reconstruction of any portion of the Common Area pursuant to the provisions of this Declaration.

Section 1.31 . "Residence" means the single-family residential improvement located on a Lot, consisting of one-half of a structure with a Party Wall.

Section 1.32. "Special Assessment" means an Assessment levied on an Owner and his or her Lot in accordance with Article 5, Section 5.4 hereof.

Section 1.33. "Sublease No. 1" means the sublease under the Master Lease recorded on July 15, 1971, as Instrument No. 67808 and all assignments of Sublease No. 1, as set forth in Recital (D) of this Declaration. Pursuant to said Sublease No. 1, Owners of Lots located within the Development own a sub-subleasehold interest in the Lots.

ARTICLE 2

MEMBERSHIP AND VOTING RIGHTS

Section 2.1. Membership. Owners, by virtue of their ownership of a Lot shall be a Member of the Association and shall be entitled to vote on all matters upon which Members of the Association are entitled to vote pursuant to the Governing Documents. Ownership of a Lot or interest therein shall be the sole qualification for and entitlement to membership in the Association. Each Owner shall remain a Member of the Association until such time as his or her ownership or ownership interest in all Lots in the Development ceases for any reason, at which time his or her membership in the Association shall automatically cease. A Member is not intended to include persons or entities who hold an interest in a Lot merely as security for performance of an obligation; nor is a Member intended to include contract purchasers.

Section 2.2. One Class of Membership. The Association shall have one class of membership and the rights, duties, obligations and privileges of the Members shall be as set forth in the Governing Documents.

Section 2.3. Voting. Subject to the provisions of the Governing Documents, each Owner shall be entitled to one (1) vote for each Lot in which he or she holds the interest required for membership and each Lot is allocated a vote equal to each other Lot's vote. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Owner is obligated promptly, fully and faithfully to comply with and conform to the Governing Documents.

Section 2.4. Transfer. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Lot to which it is appurtenant, and then only to the purchaser. The transfer of title to a Lot or the sale of a Lot and transfer of possession thereof to the purchaser shall automatically transfer the membership appurtenant to such Lot to the transferee. 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 an Owner should fail or refuse to transfer the membership registered in his or her name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 2.5. Joint Owner Disputes. The vote for each Lot shall be cast as a single vote, 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 casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he, she or they were acting with the authority and consent of all other Owners of the same Lot.

ARTICLE 3

PROPERTY RIGHTS AND OBLIGATIONS

Section 3.1. Owners' Nonexclusive Easements of Enjoyment. Every Owner shall have a nonexclusive easement for use and enjoyment in and to the Common Areas within the Development.

Such right shall be appurtenant to and shall pass with the ownership of a Lot, subject to all of the easements, covenants, conditions, restrictions and other provisions contained in the Governing Documents, including, without limitation, the following provisions:

(A) The right of the Association to limit the number of guests of Owners using the Common Facilities.

(B) The right of the Association to establish reasonable Rules and Regulations pertaining to the use of the Common Area including the Common Facilities.

(C) The right of the Association to temporarily suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any Assessments remain unpaid. In addition, the Association may suspend an Owner's right to use the recreational facilities for any infraction of the Governing Documents by that Owner, his or her lessees, or guests. Any suspension of use privileges may not exceed a period of thirty (30) days for any one violation. If the Association has a contract for bulk cable television and/or internet service for the Residences, the Association may suspend said service to any Owner's Residence for any period during which any Assessments remain unpaid or for any infraction of the Governing Documents by that Owner, his or her lessees, or guests. Any action to suspend an Owner's right shall only be valid after a hearing by the Board, in accordance with the provisions of the Bylaws and Section 1363(h) of the California *Civil Code*.

(D) Subject to the limitations set forth in this Declaration, the right of the Association to grant easements on, over and under the Common Area to public utilities or governmental entities or agencies; provided that such easement shall not unreasonably interfere with the right of any Owner to the use and enjoy of his or her Lot and the Common Area.

(E) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure.

(F) The right of the Association to charge deposit fees to cover administrative costs for use of the Common Facilities.

(G) Subject to the limitations set forth in this Declaration, the right of the Association to borrow money for the purpose of improving the Development or any other purpose reasonably related to fulfill the Association's obligations under the Governing Documents.

Section 3.2. Persons Subject to Governing Documents. All present and future Owners, tenants and Occupants of Residences within the Development shall be subject to, and shall comply with, each and every provision of the Governing Documents, as the same or any of them shall be amended from time to time, unless a particular provision is specifically restricted in its application to one or more of such classes of persons (i.e., Owners, tenants, invitees, etc.). The acceptance of a deed to any Lot, the entering into a lease, sublease or contract of sale with respect to any Lot, or the Occupancy of any Residence shall constitute the consent and agreement of such Owner, tenant or Occupant that each and all of the provisions of the Governing Documents, as the same or any of them may be amended from time to time, shall be binding upon said person and that said person will observe and comply with the Governing Documents.

Section 3.3. Waiver of Use. No Owner may exempt himself or herself from personal liability for Assessments duly levied by the Association, nor release the Lot owned by him or her from the liens, charges and other provisions of the Governing Documents, by waiver of the use and enjoyment of the Common Area or the abandonment of his or her Lot.

Section 3.4. Obligations of Owners. Owners of Lots within the Development shall be subject to the following:

(A) Owner's Duty to Notify Association of Tenants and Contract Purchasers. Each Owner shall notify the Secretary of the Association or the Association's property manager, if any, of the names of any contract purchaser or tenant of the Owner's Lot. Each Owner, contract purchaser or tenant shall also notify the Secretary of the Association of the names of all persons to whom such Owner, contract purchaser or tenant has delegated any rights to use and enjoy the Development and the relationship that each such person bears to the Owner, contract purchaser or tenant.

(B) Contract Purchaser. A contract seller of a Lot must delegate his or her voting rights as a Member of the Association and seller's right to use and enjoy the Common Area and Common Facilities to any contract purchaser in possession of the property subject to the contract of sale. Notwithstanding the foregoing, the contract seller shall remain liable for any default in the payment of Assessments by the contract purchaser until title to the property sold has been transferred to the purchaser.

(C) Payment of Assessments and Compliance With Rules. Each Owner shall pay when due each Regular, Special and Reimbursement Assessment levied against the Owner and his or her Lot and shall observe, comply with and abide by any and all rules and regulations set forth in, or promulgated by the Association pursuant to any Governing Document for the purpose of protecting the interests of all Owners or protecting the Common Area and Common Facilities.

(D) Discharge of Assessment Liens. Each Owner shall promptly discharge any Assessment lien that may hereafter become a charge against his or her Lot.

(E) Joint Ownership of Lots. In the event of joint ownership of any Lot, the obligations and liabilities of the multiple Owners under the Governing Documents shall be joint and several. Without limiting the foregoing, this subparagraph shall apply to all obligations, duties and responsibilities of Owners as set forth in the Governing Documents, including, without limitation, the payment of all Assessments.

(F) Prohibition on Avoidance of Obligations. No Owner, by non-use of the Common Area or Common Facilities, abandonment of the Owner's Lot or otherwise may avoid the burdens and obligations imposed on such Owner by the Governing Documents, including, without limitation, the payment of Assessments levied against the Owner and his or her Lot pursuant to this Declaration.

(G) Termination of Obligations. Upon the conveyance, sale, assignment or other transfer of a Lot to a new Owner, the transferor-Owner shall not be liable for any Assessments due after the

date of recording of the deed evidencing said transfer and, upon such recording, all Association membership rights possessed by the transferor by virtue of the ownership of said Lot shall cease.

Section 3.5. Delegation of Use. Any Owner may delegate his or her rights of enjoyment in the Development, including the Common Area, to the members of his or her family, his or her guests, and invitees, and to such other persons subject to the terms and conditions set forth in the Association's Governing Documents. Neither an Owner of a Lot who has sold same to a contract purchaser thereof or has leased or rented same, nor members of his/her family, his/her guests and invitees shall be entitled to use and enjoy the Common Area while such Owner's Lot is occupied by such contract purchaser, lessee or renter. Each Owner shall notify the Association of the names of any contract purchasers, lessees or renters of such Owner's Lot. Any rights of enjoyment delegated pursuant hereto are subject to suspension to the same extent that rights of the Owners are subject thereto.

Section 3.6. Owner's Obligation for Taxes. Each Owner shall be obligated to pay any taxes or assessments assessed by the County Assessor of said County against his or her Lot and against his or her personal property.

Section 3.7. Encroachment Easement/Party Wall. Each Residence within the Development is hereby declared to have an easement over the adjoining Residence sharing a Party Wall for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building containing the adjoining Residence, or any other cause. There shall be valid easements for the maintenance of said encroachments so 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 a valid 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. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Residence agree that minor encroachments over adjoining Residence shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 3.8. Encroachment Easement / Common Area and Lots. The Owner of each Lot is hereby granted an easement over all adjoining Lots and the Common Area for the purpose of accommodating any minor encroachments due to engineering errors, errors in original construction, settlement or shifting of any building, or any other cause. There shall be 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 any Owner if said encroachment occurred due to the willful misconduct of an Owner. In the event any portion of a structure on the property is partially or totally destroyed and then repaired or rebuilt, each Owner agrees that minor encroachments over adjoining Common Area shall be easements for the maintenance of said encroachments so long as they shall exist.

Section 3.9. Utility Easements. Easements over the Development for the installation and maintenance of electric, telephone, water, gas and sanitary sewer lines and facilities, and for drainage facilities as shown on the recorded map of the Development, and as may be hereafter required or

needed to service the Development are hereby created for the benefit of each Owner and the Association. Wherever sewer connections, water connections, electricity, gas, telephone and cable television lines or drainage facilities are installed with the Development, the Owners of Lots served by such connections, lines or facilities shall have an easement to the full extent necessary for the use and enjoyment of that portion of the connections which service his or her Lot, and to have utility companies enter upon Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections when it may be necessary.

Section 3.10. Common Area Easements. Each Lot within the Development is hereby declared to have a nonexclusive easement over all of the Common Area, for the benefit of the Lots, the Owners thereof, and for their families, guests, invitees and tenants, for all of the purposes and uses described herein, including ingress, egress, and support, if necessary, over and through the Common Area.

Section 3.11. Emergency Vehicle/Law Enforcement Easements. Easements for access into and throughout the Development are hereby created in favor of emergency vehicles and law enforcement officers for the Protection and benefit of the Owners and the Association.

Section 3.12. Establishment of Easements. The easements described in this Declaration were (A) established in the Original Declaration and shall continue upon the recordation of this Declaration, or (B) shall be deemed established upon the recordation of this Declaration and shall thereafter be considered covenants running with the land for the use and benefit of all of the Lots and the Common Area, superior to all other encumbrances affecting any portion of the Development. Individual conveyances of Lots may, but shall not be required to, set forth such easements.

ARTICLE 4

POWERS AND DUTIES OF THE ASSOCIATION

Section 4.1. General Association Powers. Subject to the provisions of the California Nonprofit Mutual Benefit Corporation law, the Davis-Stirling Common Interest Development Act (*Civil Code* Sections 1350 et. seq.), and any limitations in any of the Governing Documents relating to action required to be approved by the Members, the business and affairs of the Association shall be vested in and exercised by the Association's Board of Directors. Subject to the limitations expressed in this Article, the Board may delegate the management of the activities of the Association to any person or persons, management company, or committee, provided that notwithstanding any such delegation, the activities and affairs of the Association shall continue to be managed and all Association powers shall continue to be exercised under the ultimate discretion of the Board.

Section 4.2. Specific Powers. The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Development subject only to such limitations on the exercise of such powers as are set forth in the Governing Documents.

The Board shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under the Governing Documents, and to do and perform any act that

may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association.

In addition to the duties imposed by the Governing Documents or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and be responsible for, the following, in way of explanation, but not limitation:

(A) Management of Business. To conduct, manage and control the affairs and business of the Association, and to make such Rules and Regulations consistent with California law and the Governing Documents as it deems best, including Rules and Regulations for the operation of the Common Area facilities owned or controlled by the Association. The Board may appoint such agents and employ such other employees, including professional property management, attorneys and accountants, as it sees fit to assist in the operation of the Association and to fix their duties and to establish their compensation.

(B) Association Rules. Subject to the provisions of the Governing Documents and California law, the Board shall have the right to adopt reasonable Rules and Regulations and to amend the same from time to time relating to the use of the Common Area and Lots, and all other facilities situated thereon by Owners and by their tenants or guests, and the conduct of such persons with respect to vehicle parking, outside storage, disposal of waste materials, drying of laundry, control of pets and other activities reasonably contemplated under the Association's Governing Documents. At least thirty (30) days prior to adopting, amending or repealing rules that relate to use of the Common Area, Lots, Owner discipline (including monetary penalties for violation of the Governing Documents), delinquent Assessment payment plans, and procedures regarding resolution of Assessment disputes, the Board shall provide the Members with written notice of the proposed Rule change. This notice shall include the text of the proposed rule change and a description of the purpose and effect of such proposed rule change. The Rules and Regulations may be amended only by the vote of a majority of the entire Board at a duly held meeting after consideration of any comments made by Association Owners. Within fifteen (15) days after making any rule change, the Board shall deliver notice of the rule change to every Member.

The requirement that Members be sent notice of proposed rule changes does not apply to any rule change that the Board determines is necessary to address an imminent threat to public health or safety or imminent risk of substantial economic loss to the Association.

The Rules and Regulations shall be binding upon the Owners and Occupants of the Lots, and their guests, and shall be enforceable to the same extent as if they were specifically set forth as provisions in the Governing Documents. A copy of such Rules and Regulations shall be:

(1) Maintained in the office of the Association and be available for inspection at all reasonable times; and

(2) Given to each Owner within a reasonable time after the Association has notice of his or her Occupancy of a Lot.

(C) Delegation of Powers; Professional Management. To delegate the management of the activities of the Association to any person or persons, management company or committee, however imposed, provided that the affairs of the Association shall be managed and all Association powers shall be exercised under the ultimate discretion of the Board.

(D) Enforcement of the Governing Documents. To enforce the Governing Documents by the imposition of reasonable monetary fines, Reimbursement Assessments, and suspension of use of Common Facilities and voting privileges. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or Rules and Regulations of the Association.

(E) Suspension of Rights and Privileges. To temporarily suspend a Member's rights and privileges and/or assess monetary penalties against any Member or other person entitled to exercise such rights or privileges for any violation of the Governing Documents. If the Association has a contract for bulk cable television and/or internet service for the Residences, the Association may suspend said service to any Owner's Residence for any period during which any Assessments remain unpaid or for any infraction of the Governing Documents by that Owner, his or her lessees, or guests. However, before a decision to impose such a suspension or monetary penalties is reached by the Board, the aggrieved Member shall be provided with ten (10) days notice and an opportunity to be heard by the Board, orally or in writing, in accordance with *Civil Code* Section 1363(h). If the Board decides to impose a penalty or suspension, written notice of the penalty or suspension shall be provided to the Member within fifteen (15) days after the date the hearing in accordance with California *Civil Code* Section 1363(h). For the purpose of this subsection, notice shall be given by any method reasonably calculated to provide actual notice.

(F) Selection of Officers. To select and remove all the Officers, agents and employees of the Association, prescribe such powers and duties for them as may be consistent with law and the Governing Documents.

(G) Location of Office and Membership Meetings. To change the principal office for the transaction of the business of the Association from one location to another within the same county and to designate any place within reasonable proximity to the Development, in the sole discretion of the Board, within the County of Riverside, State of California, for the holding of any membership meeting.

(H) Reconstruction. To contract for and pay for reconstruction of any portion(s) of the Development damaged or destroyed.

(I) Legal Action. To commence and maintain actions for damages and/or to restrain and enjoin any actual or threatened breach of any provision(s) of the Governing Documents or any decisions or resolutions of the Board by an Owner and to enforce by injunction or otherwise all of these provisions. However, before a decision to take such action is reached by the Board, such Owner shall be provided with notice and an opportunity to be heard by the Board. The Board shall also have the power to prosecute or defend, in the name of the Association, any action affecting or relating to the Common Area or the property owned by the Association, and any action in which all or substantially all of the Members have an interest.

(J) Deposits/Administrative Fees. To impose and receive deposit or other administrative fees for the use or operation of the Common Area and Common Facilities.

(K) Grant Permits, Licenses, Easements. To grant permits, licenses, utility easements, and other easements, permits, or licenses necessary for the proper maintenance or operation of the Development under, through, or over the Common Area, as may be reasonably necessary to or desirable for the ongoing development and operation of the Development.

(L) Borrowing Money. Subject to the limitations set forth in Section 4.4(A) of this Article, the Board may borrow money for the purposes of improvement or restoration of the Common Area and Common Facilities thereon.

(M) Enter into Contracts. Subject to the provisions of Section 4.4 (E) of this Article, to enter into contracts or arrangements for services or materials for the benefit of or improvement of the Common Area.

(N) Sell Association Property. Subject to the provisions of Section 4.4(C) of this Article, to sell property owned by the Association.

(O) Capital Expenditures. Subject to the provisions of Section 4.4 (B) of this Article, to expend money for capital improvements to the Common Area. For purposes of the Governing Documents, the term "capital improvement" means those items or elements which are new to the Development.

Section 4.3. Duties of the Association. In addition to the powers delegated to it by the Governing Documents, the Association, acting by and through the Board, has the obligation to conduct all business affairs of common interest for all Members and to perform each of the duties set forth below:

(A) Operation and Maintenance of Common Area. As more specifically set forth in Article 10 of this Declaration, to maintain, operate and otherwise manage all of the Common Area and Common Facilities, including the improvements and landscaping thereon, and all property subsequently acquired by the Association. In connection with this duty, the Board shall contract for and purchase tools, equipment, materials, supplies and other personal property and services for the maintenance and repair of the Common Area and improvements to the Development. The Board shall also have the right to assign, rent, license or otherwise designate and control the use of the Common Area and/or the improvements thereon.

(B) Taxes and Assessments. To pay all real and personal property taxes and assessments and all other taxes levied against the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

(C) Water and Other Utilities. To acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, gas, gardening service and other

necessary utility services for the Common Area and make these and such other utilities as the Board may determine, available to all Residences if and when the Lots are not separately billed therefor.

(D) Insurance. As more particularly set forth in Article 15 of this Declaration, to contract and pay for fire, casualty, liability, fidelity and other insurance adequately insuring the Association and Owners with respect to the Common Area and the affairs of the Association. Owners are obligated to obtain and maintain adequate insurance for their personal property and maintenance items which are the Owner's responsibility.

(E) Assessments. To establish, fix, and levy Assessments against the Owners and to enforce payment of such Assessments, in accordance with the provisions of the Governing Documents.

(F) Budget and Financial Statements. Preparation of budgets and financial statements for the Association as provided in these Bylaws and as required by California *Civil Code* Sections 1365 1365.2.5 and any successor statute.

(G) Bank Accounts. To maintain bank account(s) for funds coming under the control of the Association.

(H) Availability of Documents. To make available to, and reproduce upon the written request of, any Member, any first Mortgagee, and the holders, insurers and guarantors of a first Mortgage encumbering any Lot, current copies of the Association's Governing Documents, and other books, records and financial statements of the Association. The Board can establish reasonable procedures to facilitate inspection of these records, including providing for reasonable fees to produce the same.

(I) Distribute Documents and Perform Other Duties. To prepare and distribute to the Members documents required pursuant to California *Civil Code* Sections 1365, 1365.1, 1365.2.5, and/or any successor statutes and to perform other duties as required by California *Civil Code* Section 1365.5 and/or any successor statutes.

(J) Maintain Exterior of Residence As more particularly set forth in Article 10 Section 10.1 the Association shall maintain a portion of the exterior of the Residence(s).

(K) Landscaping and Gardening. The Association shall provide landscaping and gardening services for the Development, including the Common Area and the Lots (with the exception of the private patio areas located on the Lots which shall be maintained by the Owners of those Lots). The irrigation systems shall be maintained in an operable condition, and all grass, trees and ornamental vegetation shall be properly irrigated, fertilized, mowed, trimmed and in all respects cared for in manner so as to provide a well maintained appearance at all times.

Section 4.4. Limitations on Authority of the Board. The Board shall not take any of the actions listed below except with the vote or written consent of a majority of the total voting power of the Association:

(A) Borrow Money. Borrow money and incur indebtedness for the purposes of the Association in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. Notwithstanding the foregoing, the Board shall be authorized to borrow money directly related to the acquisition of the fee interest in the real property subject to the Master Lease and/or Sublease No. 1 and Assignments without a vote of the Owners.

(B) Make Capital Expenditures. Make capital expenditures for capital improvements to the Development in excess of or having a fair market value in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. For purposes of the Governing Documents the term "capital improvement" means any new addition to the Development.

(C) Sales of Common Area. 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.

(D) Convey or Grant Licenses/Easements. Sell, convey or grant licenses or easements to Owners to exclusively use portions of the Common Area where the value of the license or easement is five percent (5%) or more of the budgeted gross expenses of the Association for that fiscal year. For purposes of *Civil Code* Section 1363.07, the affirmative vote of zero percent (0%) of the Owners is required for the Board to sell, convey or grant exclusive use of any portion of the Common Area to any Owner if the value of the license or easement is less than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(E) Third Person Contracts. Enter into a contract with third persons wherein the third person will furnish goods or services for the Common Area of the Association for a term longer than one (1) year with the following exceptions:

(1) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(2) Payment of any taxes and governmental special assessments which are and could become a lien on the Common Area or any portion thereto;

(3) Agreements for Cable Television services and equipment or satellite dish television services and equipment not to exceed five (5) years duration;

(4) Management contract, the terms of which have been approved by the FHA or VA, if applicable. Notwithstanding the foregoing, The Board shall not have the power to approve or authorize any contract for the professional management of the Development which (1) does not permit the Association to terminate (a) for cause on thirty (30) days' written notice and (b) without cause, or payment of a termination fee, on ninety (90) days' or less written notice and/or (2) has a term greater than three (3) years;

(5) Prepaid casualty and/or liability insurance policy which does not exceed three (3) years' duration provided that such policy permits for short rate cancellation by the insured; and

(6) Agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five year's duration.

Section 4.5. Right of Entry.

(A) For the purpose of maintaining the Common Area or for any other purpose reasonably related to the performance by the Board of its responsibilities under the Governing Documents, the Association's officers, agents or employees shall have the right, after reasonable notice to Owner(s), to enter any Lot, or any portion of the Lot at reasonable hours and after reasonable notice to the Owner of the Lot.

(B) In addition to, and not in limitation of all other rights, the Association may enter onto the Lots for emergency, security, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. In an emergency situation, if practicable, prior to entering the Lot, a reasonable attempt will be made to notify the Occupant and the Owner of the Lot of the Association's need and intent to enter the Lot.

(C) In the event that the Owner of a Lot fails to maintain and repair any portion of the Lot as required by the Governing Documents, the Board shall have the right, after notice and hearing before the Board by the Owner regarding any allegation of failure to maintain or repair, to enter upon the subject Lot to undertake such maintenance or repair. Such persons shall not be deemed guilty of trespass by reason of any entry on any Lot pursuant to the provisions hereof. The cost of such maintenance or repair shall be specially assessed against the Owner in accordance with the Governing Documents.

Section 4.6. Limitation of Liability. In discharging their duties and responsibilities, the Board, Committee members and Officers act on behalf of and as representative of the Association, which acts on behalf of and as representative of the Owners, and no member of the Board of Directors shall be individually or personally liable or obligated for performance or failure of performance of such duties or responsibilities unless he or she fails to act in good faith.

ARTICLE 5

OWNERS' COVENANT FOR ASSESSMENTS

Section 5.1. Assessments Generally.

(A) Purpose of Assessment. The Assessments for Common Expenses provided for herein shall be used for the general purpose of the preservation and proper operation of the Development and for promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and/or Occupants of Lots in the Development as may be more specifically authorized from time to time by the Board.

(B) No Avoidance of Assessment Obligations. No Owner may exempt himself or herself from personal liability for Assessments duly levied by the Association, nor release the Lot or other

property owned by him or her from the liens and discharges hereof, by waiver of the use and enjoyment of the Common Area or any facilities thereon, by abandonment or non-use of his or her Lot or any other portion of the Development, by any alleged failure by the Association to perform services, or for any other reasons.

Section 5.2. Creation of Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay the Association: (a) annual Regular Assessments or charges; (b) Special Assessments, to be established and collected as hereinafter provided; and (c) Reimbursement Assessments against any particular Lot which are established pursuant to the terms of the Association's Governing Documents.

(A) All such Assessments, together with late charges, interest, costs, and all attorney's fees reasonably incurred, as provided in this Declaration and in the maximum amount permitted by the laws of the State of California, whichever is greater, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each Assessment is made. Such amounts shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. In the event more than one person or entity was the Owner of a Lot, the personal obligation to pay such Assessment, or installment thereof, shall be joint and several.

(B) Assessments shall be paid on a monthly basis on the first day of each month or in such manner and on such dates as may be fixed by the Board.

(C) The personal obligation for delinquent Assessments, or delinquent installments, thereof, and such other sums, shall not pass to an Owner's bona fide and for value successors in title unless expressly assumed by them.

(D) Any Assessment not paid within thirty (30) days after the date due shall bear interest from the date due at the rate provided for in the Association's Governing Documents or California law, whichever is greater.

Section 5.3. Regular Assessments.

(A) Preparation of Annual Budget: Establishment of Regular Assessments. Not less than 30 nor more than 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 satisfying the requirements of Article 11 of the Bylaws. 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 or election of the Association conducted in accordance with the Bylaws.

(B) Establishment of Regular Assessment by Board or Membership Approval Requirements. The total annual expenses estimated in the Association's budget (less projected

income from sources other than Assessments) shall become the aggregate Regular Assessment for the next succeeding fiscal year, provided that, except as provided in subparagraph (A) above, and subparagraph (C) below, the Board of Directors may not impose a Regular Assessment that is more than twenty percent (20%) greater than the Regular Assessment for the Association's immediately preceding fiscal year without the vote or written assent of Members, constituting a quorum, casting a majority of the votes at a meeting or election of the Association. For purposes of this Section, "quorum" shall constitute a majority of Owners.

Prior to raising Regular Assessments at any time during the fiscal year without membership approval, up to the twenty percent (20%) limitation, the membership shall be given thirty (30) days notice of such increase in Regular Assessments.

(C) Failure to Make Estimate. If, for any reason, the Board of Directors fails to make an estimate of the Common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year, together with any Special Assessment made pursuant to this Article for that year, shall be assessed against each Owner and his or her Lot on account of the then current fiscal year and the Assessments shall be payable on the regular payment dates established by the Association.

Section 5.4. Special Assessments. In addition to the Regular Assessments, authorized above, the Board may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any capital improvement to the Common Area or such other purpose as may be determined by the Board; provided, however, that no Special Assessment shall exceed, in the aggregate during any fiscal year of the Association, an amount equal to five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, without the vote or written assent of Owners, constituting a quorum, casting a majority of the votes at any meeting or election of the Association. For purposes of this Section, "quorum" shall constitute a majority of Owners. All such Special Assessments shall be levied upon each Lot in the same proportion as Regular Assessments are levied.

(A) Assessments to Address Emergency Situations. The requirement of a membership vote to approve Regular Assessment increases in excess of twenty percent (20%) of the previous year's Regular Assessment or Special Assessments in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year shall not apply to Assessment increases necessary to address emergency situations. For purposes of this subparagraph (A), an emergency situation is any of the following:

- (1) An extraordinary expense required by an order of a court.
- (2) An extraordinary expense necessary to repair or maintain the Common Areas, Common Facilities or any portion of the Lot(s) which the Association is obligated to maintain where a threat to personal safety is discovered.
- (3) An extraordinary expense necessary to repair or maintain the Common Areas, Common Facilities or any portion of the Lot(s) which the Association is obligated to maintain that could not have been reasonably foreseen by the Board in preparing and distributing the budget pursuant to Section 5.3(A) of this Article, provided that, prior to the imposition or collection of an

Assessment under this paragraph, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The Board's resolution shall be distributed to the Owners together with the notice of Assessment.

Section 5.5. Reimbursement Assessments.

(A) Circumstances Giving Rise to Reimbursement Assessments. In addition to the Special Assessments levied against all Owners in accordance with Section 5.4 of this Article, the Board of Directors may impose Reimbursement Assessments against an Owner in any of the circumstances described, without limitation, in subparagraphs (1) through (3) below, provided that no Reimbursement Assessments may be imposed against an Owner pursuant to this Section until the Owner has been afforded the notice and hearing rights to which the Owner is entitled pursuant to this Declaration, 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 Reimbursement Assessments include the following:

(1) Expenses Incurred to Restore, Repair or Maintain Common Areas, Common Facilities or other Association Maintenance Obligations. In the event that any damage to, or destruction of, any portion of the Common Area, Common Facilities or any portion of the Lot which the Association is obligated to 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 Reimbursement Assessment. Reimbursement Assessments imposed under this subsection may be collected in the same manner as Regular and Special Assessments as allowed by California law.

(2) Expenses Incurred in Gaining Membership Compliance. In the event that the Association incurs any costs or expenses, to accomplish (a) the payment of delinquent Assessments, (b) any repair, maintenance or replacement to any portion of the Development that the Owner is responsible to maintain under the Governing Documents but has failed to undertake or complete in a timely fashion, or (c) to otherwise 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 attorneys fees, title company fees, accounting fees, and court costs) shall be assessed and charged solely to and against such Owner as a Reimbursement Assessment.

(3) Required Maintenance on Lots. As more particularly provided in Article 10, if any Lot is maintained so as to become a nuisance, fire or safety hazard for any reason, including without limitation, the accumulation of trash, junk automobiles, or improper weed or vegetation control, the Association shall have the right to enter said Lot, as more particularly provided in Article 4, Section 4.5, correct the offensive or hazardous condition and recover the reasonable cost of such action through imposition of a Reimbursement Assessment against the offending Owner.

(B) Levy of Reimbursement Assessment and Payment. Once a Reimbursement Assessment has been levied against an Owner for any reason described, and subject to the conditions

imposed herein, notice thereof shall be mailed to the affected Owner and the Reimbursement Assessment shall thereafter be due and payable in full to the Association within thirty (30) days after the mailing of notice of the Assessment. The Reimbursement Assessment may be collected in the same manner as Regular and Special Assessments as allowed by California law.

Section 5.6. Reconstruction Assessment. Assessments for reconstruction of improvements upon the Common Area may be levied in accordance with the provisions of Article 13.

Section 5.7. Notice/Certificate of Status. Written notice of an Assessment shall be given to every Owner subject thereto. Assessments may be collected on a monthly basis or otherwise as determined by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer or other agent of the Association setting forth whether the Assessments of a specified Lot have been paid.

Section 5.8. Exemption of Certain of the Properties From Assessments. The following real property subject to this Declaration shall, unless devoted to use as a Residence, be exempted from the Assessments and the lien thereof provided herein:

- (A) Any portion of the Development dedicated and accepted by a local public authority;
- (B) The Common Area and Common Facilities;
- (C) Any Lot owned by the Association.

Section 5.9. Remedies of the Association for Non-Payment of Assessments. The Association shall have the power to impose Assessments as provided in these Governing Documents. Such Assessments are the personal obligation of the Owner against whom they are assessed and are a lien against that Lot. The Association shall have the authority to create and enforce a lien with the power of sale on each separate Lot and all Improvements thereon to secure payment of the amount of any Assessment, to the full extent permitted by applicable law. The obligation and the lien for Assessments may also include: a late or delinquency charge in the amount of the greater of ten dollars (\$10.00) or ten percent (10%) of the amount of each Assessment or lump sum or installment payment of any Special Assessment or Reimbursement Assessment not paid when due, or such higher amount as may be authorized by the laws of the State of California; interest on each Assessment or installment not paid when due and on any delinquency fee or late charge pertaining thereto from the date the charge was first due and payable at the rate of twelve percent (12%) per annum, or such higher rate as may be authorized by the laws of the State of California; the costs of collection, including court costs, the expenses of sale, any expense required for the protection and preservation of the Lot, and reasonable attorneys' fees actually incurred; and the fair rental value of the Lot from the time of institution of suit until the sale at foreclosure or other satisfaction of any judgment.

Section 5.10. Effect of Non-Payment of Assessments.

- (A) As more particularly provided in California *Civil Code* Section 1367 or comparable superseding statute, and the Association has complied with the pre-lien requirements set forth in

California Civil Code Section 1367.1 or successor statute, the Association, upon a vote of a majority of the Board made at an open Board meeting, may file for recording in the Office of the Riverside County Recorder a notice of delinquency as to such Lot, which notice shall state all amounts which have become delinquent with respect to such Lot and the costs (including attorney's fees) and interest which have accrued thereon, the amount of any Assessments relating to such Lot which are due and payable, although not delinquent, a description of the Lot with respect to which the delinquent Assessments are owed, and the name of the record or reputed record Owner of such Lot. Such notice shall be signed by the President or other officer of the Board, or by a majority of the members of the Board, or by the Association's attorney.

Immediately upon the recording of any notice of delinquency pursuant to the foregoing provisions of this Section, the amounts delinquent, as set forth in such notice, together with the costs (including attorney's fees), penalties and interest accruing thereon, shall be and become a lien upon the Lot described therein, which lien shall also secure all other payments and/or Assessments which shall become due and payable with respect to said Lot following such recording, and all costs (including attorney's fees), penalties and interest accruing thereon. Said lien shall continue until all amounts secured thereby are fully paid or otherwise satisfied.

(B) In the event the delinquent Assessments and all other Assessments which have become due and payable with respect to the same Lot, together with all costs (including attorney's fees) and interest which have accrued on such amounts, are fully paid or otherwise satisfied prior to the completion of any sale held to foreclose the lien provided for in this Article, the Board shall record a further notice, similarly signed, stating the satisfaction and releasing of such lien.

Section 5.11. Assignment of Rents. Each Owner does hereby presently assign to the Association, absolutely and regardless of possession of the property, all rents and other monies now due or hereafter to become due under any lease or agreement or otherwise for the use or occupation of any or all parts of any Lot owned by the Owner, now existing or hereafter made for the purpose of collecting all Assessments due the Association pursuant to this Declaration which are in default. The Association hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such lease or agreement as they become due and payable, provided that the Association at its sole discretion, may revoke such authority at any time, upon written notice to the Owner of a default in the payment of any Assessment due hereunder. Upon revocation of such authority the Association may, pursuant to court order or by court-appointed receiver, collect and retain such monies, whether past due and unpaid or current. The Association's rights under this Section shall be subordinate to the rights of any First Mortgagee. Any attempt to collect rents under this Section shall be done after the Owner of the Lot has been at least ten (10) days written notice and an opportunity to be heard by the Board.

Section 5.12. Foreclosure of Assessment Lien. Each Assessment lien may be foreclosed upon as and in the same manner as the foreclosure of a mortgage upon real property under the laws of the State of California, or may be enforced by sale pursuant to California *Civil Code* Section 2924 and following and Section 1367.4 of the California *Civil Code*, and to that end a power of sale is hereby conferred upon the Association.

Section 5.13. Subordination of Lien. The lien for the Assessments described herein shall only be subordinate to the lien of a first Mortgage, given and made in good faith and for value, that is of record as an encumbrance against such Lot prior to the recordation of a notice of delinquency. The sale or transfer of any Lot shall not affect the delinquency lien described herein, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments. However, the sale or transfer of any Lot pursuant to a judicial foreclosure or foreclosure by power of sale of a first encumbrance shall extinguish any delinquency lien recorded prior to the time of such sale or transfer. Following a foreclosure, the interest of any purchaser at such foreclosure sale shall be subject to all Assessments becoming due after the date of such sale or transfer, and in the event of nonpayment of such Assessments, shall be subject to all of the remedies described in this Declaration. For the purpose of this Section, a sale or transfer of a Lot shall occur on the date of recordation of a deed or land sale contract evidencing the conveyance of record ownership of the Lot.

Section 5.14. Waiver of Exemptions. Each Owner does hereby waive, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption laws of the State of California in effect at the time any Assessment, or installment thereof, becomes delinquent or any lien is imposed pursuant to the terms hereof.

Section 5.15. Uniform Rate of Assessments. Except as otherwise specifically provided herein, Regular and Special Assessments, other than Reimbursement Assessments, must be fixed at a uniform rate for all Lots.

ARTICLE 6

RESTRICTIONS ON OWNERS' USE

Use restrictions regarding the use of Lots and the Common Areas may be adopted by the Board in accordance with the terms hereof and as specified in the Bylaws of the Association, and are as follows:

Section 6.1. Occupancy.

(A) **Single Families** The Residences within the Development are restricted exclusively to residential use, and no Residence shall be occupied by more than a single family. The term "single-family" shall be defined in accordance with applicable Federal and California laws, City codes and ordinances. This single family Occupancy restriction shall not apply to require the removal of any person residing in a Residence on the date on which this Declaration is recorded in the Office of the Riverside County Recorder.

(B) **Residential Use.** Each Residence shall be used for residential purposes only. Trade or business may be conducted in or from a Residence or any part of the Lot, so long as there is no material impact on the Common Area due to the operation or conduct of any trade or business. For purposes of this Section, the term "material impact" shall include, but not be limited to, any increase in traffic or noise affecting the Common Area. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary or generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an on-going basis which

involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (1) such activity is engaged in full or part-time; (2) such activity is intended to or does generate a profit; or (3) a license is required therefor.

(C) Lessee/Tenant Bound by Governing Documents. Each Owner shall have the right to lease his or her Lot and interest in the Common Area together, provided that such lease is in writing and provides that the tenant shall be bound by and obligated to the provisions of the Governing Documents; provided, however, that no such lease shall be for transient or hotel purposes. Any such lease which is either for a period of less than thirty (30) days or pursuant to which the Lessor provides any services normally associated with a hotel shall be deemed to be for transient or hotel purposes. See Article 8 herein for the rights and obligations of Owners with respect to leasing of Lots.

(D) No camping, whether temporary or permanent, shall be permitted on any Lot.

Section 6.2. Subdivision of Lots and Structures. No Lot may be subdivided into a smaller Lot, except as approved by the Board, and no Lot Owner shall erect or use any structure(s) of a temporary character, including but not limited to trailer, tent, shack, carport, garage, barn, or other outbuilding on any portion of the Lot at any time, either temporarily or permanently, except as approved by the Board.

Section 6.3. Pets.

(A) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Development, except that no more than a reasonable number of pets, as determined by the Board, may be kept by their respective owners in their respective Residences, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof or create a nuisance. Owners and residents are subject to Rancho Mirage Municipal Code provisions, including those regarding vicious or noisy animals and nuisance control.

(B) No pet, regardless of size or type, shall be permitted to be kept within any portion of the Development if it makes excessive noise or otherwise constitutes an unreasonable annoyance or danger to other Owners or residents.

(C) No pet enclosures shall be erected, placed, or permitted to remain on any property subject to this Declaration, except as approved by the Board.

(D) The keeping of pets in the Development and their ingress, egress, and travel upon the Common Area shall be subject to such Rules and Regulations as may be issued by the Board. If an Owner or Occupant fails to abide by the Rules and Regulations and/or covenants applicable to pets, the Board may restrict or bar the pet(s) of the Owner or Occupant from use of, or travel upon, the Common Areas.

Section 6.4. Signs, Flags and Banners.

(A) Commercial Signs. Except as may be required by legal proceedings or authorized by the Association's Rules, no commercial signs, billboards, real estate flags or advertising of any kind shall be maintained or permitted on any portion of the Development without the prior written approval of the Board, except for one "For Sale" or "For Rent" sign per Lot, not larger than 18" by 24".

(B) Non-Commercial Signs, Flags, and Banners. Non-commercial signs, flags and banners may only be displayed in accordance with the provisions of current California law and the Association's Rules.

(C) Common Area. No signs shall be erected or displayed on the Common Area, except signs placed by authority of the Board. The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on the Common Areas. Flagpoles are not permitted to be installed in the ground in the Common Areas.

Section 6.5. Antennas and Similar Devices. No Owner may install a video or television antenna or satellite dish which has a diameter or diagonal measurement of greater than one (1) meter in diameter. Owners may install a video or television antenna, including a satellite dish, that has a diameter or diagonal measurement of one (1) meter or less in diameter in accordance with the procedures adopted by the Board of Directors. These procedures may require reasonable screening, establish preferred locations, and impose other restrictions as permitted by applicable federal and state law, provided they do not preclude an acceptable signal or unreasonably increase the cost or cause unreasonable delay in the installation of same. These restrictions are subject to change based on federal and state law. No alteration to or modification of the radio and/or television antenna system, as originally installed, shall be permitted and no Owner shall be permitted to construct and/or use and operate his or her own external radio and/or television antenna.

Section 6.6. Vehicles and Parking. The following parking and vehicle restrictions shall apply within the Development:

(A) Vehicles shall be parked in designated areas so as not to obstruct free traffic flow, constitute a nuisance, violate the Rules and Regulations, or otherwise create a safety hazard. No Owner or occupant nor any member of his or her family, nor any of his or her guests, tenants, agents, licensees, or employees, shall park, cause to be parked, left or abandoned, any vehicle in such a manner as to impede or prevent ready ingress, egress or passage to, from, over, across or through any parking space, driveways, sidewalk, storage enclosures, or trash enclosures within the Development.

(B) Recreational vehicles, boats, motor homes, trailers, commercial vehicles, or any other special vehicles are not permitted to be parked in any area of the Development except for loading and unloading purposes, not to exceed twenty-four (24) hours. For purposes of this subsection, "commercial vehicles" shall not include sedans or standard size pickup trucks or sport utility vehicles which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board.

(C) The Board shall have the authority to tow at the Owner's expense, any vehicle parked or stored in violation of this Section, or the Rules and Regulations. The Board shall post such notices or signs within the Development as may be required by law to effectuate this towing provision.

(D) Owners and their tenants, occupants or other residents shall only park within the Development as many cars as they have space for. Any additional cars must be parked outside of the Development. Except as authorized by the Board, Owners/residents shall not park in guest parking at any time.

(E) The Board may adopt further reasonable rules and regulations regarding parking.

(F) No Owner or occupant shall store or allow to remain within the Development any inoperable or unregistered vehicle.

(G) All Owners shall have and keep in force, at their own expense, property damage insurance on their vehicles.

(H) Guests using parking spaces shall be limited to such periods as the Board may authorize from time to time.

(I) There is no parking on the streets in the Development between 12:00 a.m. and 6:00 a.m.

Section 6.7. Garages. No garage doors shall be permitted to remain open except for a temporary purpose. The Board shall have the power to make reasonable rules regarding the use of and storage in garages. For purposes of this Section, "temporary purpose" shall be defined as permitting reasonable work to be performed in the garage during normal daytime/evening hours. No Owner shall convert or otherwise remodel the garage portion of the Residence so that it constitutes a bedroom, family room, den or similar living facility.

Section 6.8. Impairment of Lots and Easements. No Owner or Occupant shall perform nor commence any work that will impair the structural soundness or integrity of another Lot, Common Area or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners or Occupants.

Section 6.9. Rubbish, Trash, and Garbage. All rubbish, trash and garbage shall be removed no less than weekly from the Lot, and shall not be allowed to accumulate outside of any Residence and/or upon any Lot. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development. If a Residence is in the process of construction on any Lot, a dumpster must be placed on the Lot and dumped regularly. Trash containers shall be exposed to view of neighboring Lots only when set out for a reasonable time (not to exceed twenty-four (24) hours) before and after scheduled trash collection hours.

Section 6.10. Nuisance. No noxious, illegal, or materially offensive activities shall be carried out or conducted upon any Lot or Common Area or in any part of the Development, nor shall anything

be done within the Development which shall unreasonably interfere with any other resident's right to quiet enjoyment. No Owner or Occupant of a Residence may use or allow the use of the Residence or any portion of the Lot in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Owners or Occupants of another Lot; or in such a way as to constitute, in the sole opinion of the Board, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

Section 6.11. Unsightly or Unkempt Conditions. The pursuit of activities, including without limitation, the assembly and/or disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on the Lot nor on or within the Development.

Section 6.12. Dangerous Use of Lots. Nothing shall be done or kept on any Lot or within the Common Area which will increase the rate of insurance relating thereto on any policy maintained by the Association without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his or her Lot or within the Common Area which would cause any improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance on any Residence or any part of the Common Area.

Section 6.13. Responsibility for Damage to the Common Area. Each Owner shall be legally liable to the Association for all damages to the personal property owned by the Association and the Common Area or any area in which the Association has the maintenance obligation, including but not limited to the buildings, recreational facilities and landscaping caused by such Owner, his or her tenant, guest, licensee(s) or any Occupant of such Owner's Lot. In the event, after written request by the Board, the Owner fails to pay the Association for the damage caused by the Owner, his or her, tenant, guest, licensee(s) or any Occupant of such Owner's Lot as such liability may be determined under California law, the Board, by majority vote, may assess the Owner in the same manner and with the same remedies as previously described in these Governing Documents. Each Owner does further, by acceptance of this deed, agree for himself and for the members of his or her family, Occupants, contract purchasers, tenants, guests or invitees, to indemnify each and every other Owner and the Association, and to hold him or her harmless from, and to defend him or her against, any claim of any person or persons for personal injury or property damage occurring within the Lot of the indemnifying Owner.

Section 6.14. Alterations of Residences. No Owner shall make or cause to be made structural alterations or modifications to his or her Residence or to the exterior of a Residence which is visible from the Common Area and/or another Residence, or place or remove any plants without the prior written consent of the Architectural Committee as provided in Article 7 herein. No building of any kind shall be moved from any other place onto any of said Lots, or from one Lot onto another without the prior written consent of the Architectural Committee as provided in Article 7 herein.

Section 6.15. Use of Common Area. Except as otherwise provided herein, the Common Area shall be improved and used only for the following purposes:

(A) Affording vehicular passage and pedestrian movement within the Development, including access to the Lots;

(B) Recreational use by the Owners and Occupants of Residences in the Development and their guests, subject to rules established by the Board;

(C) Beautification of the Common Area through landscaping and such other means as the Board shall deem appropriate;

(D) Parking of vehicles in areas provided therefor as may be designated and approved by the Board, upon such terms and conditions as may from time to time be determined by the Board;

(E) No part of the Common Area shall be obstructed so as to interfere with the use for the purposes hereinabove permitted, nor shall any part of the Common Area be used for storage purposes (except as incidental to one of such permitted uses or for storage of maintenance equipment used exclusively to maintain the Common Area).

(F) No Owner shall make any alteration or improvement to the Common Area, or remove any plants, structure, furnishings or other object therefrom, except with the prior written consent of the Board. The building, construction or placing by any Owner, or by the Board, or by any other person or persons, of any structure, hedge, fence, shrubbery or any obstruction of any kind or character in such position as to encroach on any of such private roads or driveways is prohibited.

Section 6.16. Window Covers. Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil or similar material. The Board shall have the power to make reasonable rules regarding window coverings which are visible from the exterior of the Residence. Each Owner shall promptly repair any broken windows on the Residence.

Section 6.17. Rules of Association. Each Owner and his or her lessee, licensees, residents, Occupants or guests of a Residence shall comply with the provisions of the Governing Documents, which may be amended from time to time. Failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief, or for any other remedy permitted by law or permitted by the terms of the Governing Documents.

Section 6.18. No Exterior Clotheslines. No exterior clotheslines shall be erected or maintained and there shall be no outside drying or laundering of clothes on the property or on the balcony, patio, porch, windows or other areas of any Lot in a manner which is visible from any neighboring property or the Common Area.

Section 6.19. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a private Residence or appurtenant structures within the Development, or the reasonable pursuit of hobbies.

Section 6.20. Diseases and Pests. No Owner shall permit any thing or condition to exist on his or her Lot which shall induce, breed, or harbor infectious plant diseases, rodents or noxious insects.

Section 6.21. Oil Drilling/Water Wells. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the Development, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Development. No derrick or other structures designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted anywhere upon the Development. No well for the production of or from which there is produced water shall be operated on any Lot.

Section 6.22. No Interference With Established Drainage Patterns. There shall be no interference with the established drainage pattern over any Lot so as to affect any other Residence, unless an adequate alternative provision is made for proper drainage which is first approved in writing by the Architectural Committee. For the purpose of this Section, “established drainage” is defined as the drainage which existed at the time the overall final grading of any Lot was completed or any later grading changes that are shown on plans approved by the Architectural Committee, which may include drainage from the Common Area over any Lot. The Owner of each Lot will be responsible for reasonably maintaining any drainage control facilities located on his or her Lot and shall otherwise be responsible for effecting proper drainage controls on his or her Lot.

Section 6.23. Code of Conduct. All Owners, guest, invitees, outside vendors shall adhere to a code of conduct in connection with their treatment, actions, language and behavior towards other Owners, Board members, Association staff, employees, agents, and vendors. Abusive and/or disrespectful behavior will not be tolerated. Violations of this Section shall also constitute violations of the Governing Documents.

Section 6.24. Utilities. Each Owner shall be obligated to pay any and all assessments for sewage, electricity, other utilities, taxes and other charges assessed individually against his or her Lot.

ARTICLE 7

ARCHITECTURAL CONTROL

Section 7.1. Architectural Committee. The Board may appoint an Architectural Committee (the “Committee”) which consists of at least three (3) members, none of whom shall be required to meet any particular qualifications, except that members appointed to the Committee by the Board shall be from the membership of the Association. The Board may act as the Committee. The Board of Directors may establish other committees, e.g. a Landscape Committee, to be responsible for specific portions of the Architectural Control Committee’s responsibilities as defined herein. These additional committees may be subcommittees of the Architectural Control Committee or independent of the Architectural Control Committee.

Section 7.2. Duties of the Committee. It shall be the duty of the Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to insure that any Improvements constructed on the property conform to plans approved by the Committee, to adopt Architectural Rules, and to perform other duties imposed upon it by the Governing Documents.

Section 7.3. Architectural Committee Approval of Improvements.

(A) Notwithstanding anything contained in the Governing Documents expressly or impliedly to the contrary, no building, fence, wall or other structure or Improvement shall be constructed or maintained upon the Development, nor shall any exterior addition, change or alteration be made in, on or to the Development, or any part thereof, including without limitation painting, repainting and landscaping and all Improvements referred to herein, until the plans and specifications, locating plat and color scheme showing the nature, shape, dimensions, materials and location of the same shall have been submitted to and approved in writing by the Committee. Approval shall be based, among other things, on conformity and harmony of design and location in relation to surrounding Improvements, effect on location and use of Improvements and landscaping on neighboring property, aesthetic beauty, assurance of adequate access to the Association in connection with the performance of its duties and the exercise of its powers under the Governing Documents, and conformity with Rules and Regulations and/or Architectural Control Committee Guidelines adopted by the Committee. The Committee shall recommend to the Board whether or not the prevention or removal of any unauthorized and unapproved constructions of Improvements should be undertaken. The Board, on behalf of the Association, may then exercise all available legal and equitable remedies to prevent or remove any unauthorized and unapproved construction of Improvements on the Development property or any portion thereof.

(1) For purposes of the Governing Documents, the term "Improvement" includes, without limitation, the construction, installation, alteration, or remodeling of any buildings, fence, wall, outbuildings, storage sheds, mailboxes, walkways, sprinkler pipes, irrigation systems, garages, walls, patios, patio covers, gates, garage doors, skylights, lighting and lighting fixtures, fences, roads, driveways, parking areas, screening walls, retaining walls, stairs, decks, landscaping, landscape structures, hedges, windbreaks, plantings, planted trees and shrubs, poles, ornamental lighting, drainage facilities, utility lines, air conditioners or air conditioning systems, or any structure of any kind. In no event shall the term "Improvement" be interpreted to include projects which are restricted to the interior of any Residence except as provided in Article 6, Section 6.14 of this Declaration.

(B) The Committee shall, in writing, approve or disapprove plans (including landscaping plans) submitted to it within thirty (30) days. If a plan is disapproved, the disapproval must include a description of why the plan was disapproved and a description of the procedure for reconsideration of the decision by the Board. In the event the Committee fails to approve the submitted plans within thirty (30) days, the applicant may send written notice, via certified mail, to the Committee advising the Committee that the plans will be deemed approved if not disapproved fourteen (14) days from the receipt of said certified letter if said Improvements conform and are in harmony with the overall design and style of the Association.

(C) Once a work of Improvement has been duly approved by the Architectural Committee, no material modifications shall be made in the approved plans and specifications thereof and no subsequent alteration, relocation, addition or modification shall be made to the work of Improvement, as approved, without a separate submittal to, and review and approval by, the Committee. If the proposed modification will have, or is likely to have, a material affect on other aspects or components of the work, the Architectural Committee, in its discretion, may order the

Owner, his or her contractors and agents to cease working not only on the modified component of the Improvement, but also on any other affected component.

(D) An Owner will obtain the approval of the Committee with respect to such Owner's plans, specifications, plats and schemes pursuant to this paragraph before submitting the same to the City for a building permit or other approval of any kind that may be required. Notwithstanding the foregoing, prior to an Owner submitting plans, specifications, plats and/or schemes to the Committee pursuant to this Article, such Owner shall consult the City's staff to identify and determine all regulations, standards, guidelines and other criteria that will be applicable to such Owner and the approval which such Owner intends to request of the Committee.

Section 7.4. Meetings. The Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a majority of the Committee members, at a meeting or otherwise, shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any other provision of the Governing Documents. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Committee shall not receive any compensation for services rendered.

Section 7.5. Architectural Control Committee Guidelines. The Committee may, from time to time, and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, guidelines, to be known as "Architectural Control Committee Guidelines." The Committee's approval, amendment or repeal of Architectural Control Committee Guidelines shall be made subject to California *Civil Code* Sections 1357.100 et. seq. The Architectural Control Committee Guidelines shall interpret and implement the Governing Documents by setting forth the standards and procedures for Committee review and the guidelines for design and placement of Improvements and/or alterations. The Architectural Control Committee Guidelines may not prohibit, or include conditions that have the effect of prohibiting, the use of low water-using plants as a group.

Section 7.6. Variances. The Architectural Committee shall be entitled to allow reasonable variances with respect to this Article in order to overcome practical difficulties, avoid 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 the Governing Documents, the Committee must conduct a hearing on the proposed variance after giving at least 10 days' prior written notice to the Board and to all Owners of Residences within 100 feet of the property for which the variance applies. The Owners receiving notice of the proposed variance shall have 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 30-day comment period has expired.

(B) The Committee must make a good faith determination that:

(1) the requested variance does not constitute a material deviation from the overall plan and scheme of development within the Development or from any restriction contained herein or that the proposal allows the objectives of the violated requirements to be substantially achieved despite noncompliance; or

(2) the variance relates to a requirement hereunder, that it is unnecessary or burdensome under the circumstances; or

(3) the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance, with respect to any other Residence, Common Area or Owner within the Development.

Section 7.7. Waiver. The approval by the Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Committee shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 7.8. Liability. Neither the Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; provided that with respect to the liability of a member, such member has acted in good faith on the basis of actual knowledge possessed by him or her.

Section 7.9. Appeal. In the event plans and specifications submitted to the Architectural Committee are disapproved, then the Owner may appeal in writing to the Board. The written request must be received by the Board not more than forty-five (45) days following the final decision of the Architectural Committee. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. Failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the applicant.

Section 7.10. No Approval by Single Committee Member. There shall be no approval of plans and specifications by any single Committee member. In the event a single Committee member approves architectural plans and specifications, such approval should not be relied upon and shall not be deemed approval by the Architectural Committee.

Section 7.11. Completion of Improvements. Unless expressly extended in writing by the Board or Committee, all Improvements must be completed within one (1) year from the commencement of construction of any approved Improvement upon a Lot.

Section 7.12. Inspection. Any member or agent of the Committee or Board may, from time to time, at any reasonable hour or hours and upon reasonable notice, enter and inspect any Lot for the purpose of carrying out its duties herein.

ARTICLE 8

LEASING OF LOTS

Section 8.1. Definition. "Leasing," for purposes of this Article and the Governing Documents, is defined as regular, exclusive Occupancy of a Residence by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a

fee, service or gratuity. This Article is not intended to apply to subleases under Sublease No. 1 and only applies to the leasehold estate created when an Owner leases a Lot to an Occupant.

Section 8.2. Leasing Provision. All leasing at the Development shall be in writing and shall be governed by the following provisions:

(A) Notice. Within fourteen (14) days after entering into the lease of a Lot, the Owner shall provide the Board with the name, telephone number and address of the lessee, the name, address and phone number of the Owner, and such other information as the Board may reasonably require.

(B) Liability for Assessments and Compliance With the Governing Documents. Any leasing of a Lot shall contain the following language, and if such language is not expressly contained therein, then such language is deemed to be and shall be incorporated into a lease by existence of this covenant on the Lot. Any tenant, by Occupancy of a Residence, agrees to the applicability of this covenant and incorporation of the following language and terms into the lease:

(1) General. Lots may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. No transient tenants may be accommodated in a Residence. The Owner must make available to the tenant copies of the Governing Documents. All rentals must be for a term of no less than thirty (30) consecutive days in any one (1) calendar year.

(2) Liability for Assessments. Upon written request by the Board, the tenant shall pay to the Association all unpaid Regular and Special Assessments, but not to exceed the lease payments unpaid at the time of the Association's request. All such payments thus made shall reduce the tenant's obligation to Lessor by like amount. Payment of Assessments shall be deemed necessary for maintenance of the habitability of the Residence.

(3) Compliance with the Governing Documents. Lessee and Lessee's guests, residents, and Occupants shall abide by and comply with all provisions of the Governing Documents, as they may be amended from time to time, and the violation of same shall constitute a default under their lease. If a tenant or an Occupant violates the Governing Documents for which a fine is imposed, such fine shall be the joint responsibility of the Owner and tenant.

The Owners hereby delegate and assign to the Association, acting through the Board, the power and authority of enforcement against the tenant for breaches resulting from the violation of the Governing Documents, including the power and authority to evict the tenant on behalf of and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the tenant, any costs, including attorneys' fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner(s) thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner(s) thereof.

(4) Use of Common Elements. The Owner transfers and assigns to the tenant, for the term of the lease, any and all rights and privileges that the Owner has to use the common elements, including, but not limited to, the use of any and all recreational facilities and other amenities.

(C) Existing Leases. Leases existing on the effective date of this Declaration shall be permitted to continue in accordance with the terms of the Governing Documents as it existed prior to the effective date of this Second Restated Declaration.

This Article shall not apply to any leasing transaction entered into by the holder of any first mortgage on a Residence who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage.

ARTICLE 9

RESTRICTIONS ON TIMESHARE OWNERSHIP

Section 9.1. Timeshare Prohibition. Timeshare projects, Timeshare estates, Timeshare programs and Timeshare uses as defined pursuant to Section 11003.5 of the California *Business and Professions Code* are prohibited and Timeshares and Timeshare Programs as defined in this Section are prohibited.

(A) For the purpose of this Section, the term “Timeshare Program” shall include and not be limited to any arrangement, plan, scheme, or similar device, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, right-to-use agreement, or by any other means, whereby a Timeshare Interval is created and whereby the use, Occupancy or possession of an Accommodation, Lot, Improvement, single-family dwelling, within such use, Occupancy or possession circulates among purchasers of the Timeshare Interval according to a fixed or floating time schedule on a periodic basis occurring annually over any period of time in excess one (1) year in duration.

(B) For the purpose of this Section, the term “Timeshare Use” means any contractual right of exclusive Occupancy, whether fixed for a specific time period or not, which does not fall within the definition of a “Timeshare Estate,” including, without limitation, a vacation license, prepaid hotel reservations, club membership, limited partnership, trust agreement, or vacation bond.

Section 9.2. Multiple Ownership Restrictions. Ownership of a Lot or Residence as tenants in common, joint tenants or any other form of multiple ownership by more than four (4) persons or entities is prohibited.

ARTICLE 10

MAINTENANCE RESPONSIBILITIES

Section 10.1. Association Maintenance Responsibilities.

(A) Common Area. The Association shall be solely responsible for all maintenance, repair, upkeep and replacement within the Common Area, including, but not limited to the following: private streets; street gutters; storm drains; curbs; street lights; sewers. 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 form, or plant any tree, shrub, or other vegetation upon the Common Area or the Common Facilities without express written approval of the Board or Architectural Committee.

The Association shall maintain, repair and replace any landscaped slope areas within the Common Area in a neat, orderly and safe condition an in such a manner as to prevent erosion or sliding problems and to facilitate the orderly discharge of water through established drainage facilities and systems. Any natural slope areas within the Common Area shall be maintained in a natural condition and in such a manner as to prevent noxious or dangerous weeds, sagebrush, chaparral or any other brush or weeds from attaining such growth as to become a fire menace or public nuisance.

The Association shall be responsible for the maintenance of all open space lots within the Development.

(B) Maintain Exterior of Residence. The Association shall maintain the exterior of the Residence only as follows:

(1) Painting of exterior surfaces at regular intervals, and

(2) Maintenance, repair and replacement, if required because of normal wear, tear or deterioration, of exterior building surfaces. Notwithstanding exterior maintenance, the Association's repair and replacement obligations for the exterior of the Residence shall not include: glass surfaces; air conditioning units; balconies; balcony floors, or portions of roofs underlying balconies; patio covers or other additions built or maintained within private patio areas by an Owner; gutters and downspouts; any portion of front doors, garage doors and garage walk-in doors; driveways to Residence garages; repairs or replacements caused by infestation of wood-destroying pests or organisms, including mold; repairs or replacements caused by or arising out of the willful or negligent act of an Owner, his or her family, guests or invitees, or caused by any of the perils covered by a standard form fire insurance policy with extended coverage endorsement thereon, or caused by flood, earthquake or other acts of God. Such excluded items shall be the responsibility of each Owner; provided, however, that if an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of the Owner, then, upon vote of a majority of the Board of Directors, and after not less than thirty (30) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter upon or into the Lot or Residence and provide such maintenance or make such repair or replacement, and the cost thereof shall be the responsibility of the Owner of the Lot, which expense may be enforced as a Reimbursement Assessment. Each Owner shall promptly notify the Association in writing, of the need for maintenance, repair or replacement of those portions of the Residence which are the Association's responsibility.

(C) Landscape Maintenance. The Association shall provide landscaping and gardening services for the Development, including the Common Area and the Lots (with the exception of the private patio areas located on the Lots which shall be maintained by the Owners of those Lots). The irrigation systems shall be maintained in an operable condition, and all grass, trees and ornamental vegetation shall be properly irrigated, fertilized, mowed, trimmed and in all respects cared for in manner so as to provide a well maintained appearance at all times.

Section 10.2. Owner Maintenance Responsibilities. Each Owner shall be responsible for the maintenance and repair of his or her Residence and Lot and shall maintain the same in a neat, orderly and attractive condition and in such a manner as to enhance its appearance. This obligation shall include, without limitation, the maintenance and repair of the foundation, doors, windows, and all plumbing, electrical, heating, air conditioning and other utility systems serving the Lot and located anywhere upon the Lot.

Each Owner is responsible for the repair and maintenance of his or her Lot as may be occasioned by presence of wood-destroying pests or organisms, including mold.

Section 10.3. Party Walls.

(A) General Rules of Law to Apply. Each wall built as a part of the original construction of the homes upon the Development and placed on the dividing line between the Lots shall constitute a "Party Wall", and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(B) Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use. If a Party Wall is damaged or destroyed through the act of one Owner (or any of his or her agents or guests or members of his or her family, collectively referred to as "First Owner"), whether or not such act is negligent or otherwise culpable, so as to deprive the other adjoining Owner of the full use and enjoyment of such Party Wall, then the First Owner shall be responsible to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

(C) Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, the Owners thereafter that make use of the wall, shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(D) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his or her 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.

(E) 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.

(F) Arbitration. In the event any dispute arises concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decisions shall be by a majority of all the arbitrators.

(G) Damage by Wood-Destroying Pests. Should one or both of the Residences sharing a Party Wall require treatment for such wood-destroying pests or organisms, both adjoining Owners

shall share the costs of the repair and maintenance of the Party Wall and shall cooperate in obtaining any required extermination or other treatment of the adjoining dwellings.

Section 10.4. Failure of Owner to Carry Out Maintenance Responsibilities. In the event the Owner of a Lot fails to perform his or her maintenance responsibilities, the Board shall have the right, but not the obligation, through itself or its agents, to perform appropriate maintenance and/or repairs at the expense of the Owner. In such event, in addition to other penalties and disciplinary measures imposed by the Board, the Board may levy a Reimbursement Assessment against such Owner in the amount equal to all direct and indirect costs and expenses incurred by the Board in its performance of such maintenance and/or repairs. Any claim against the Board shall not constitute a defense or offset in any action of the Board for nonpayment of any amounts which may have been assessed hereunder.

Section 10.5. Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the Association's maintenance obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work.

ARTICLE 11

PARTITION

Section 11.1. Partition. Each of the Owners of a Lot is prohibited from participating or in any other way severing or separating such Ownership from any of the other Ownerships in the Common Area, except upon a showing that:

(A) More than three (3) years before the filing of the action, the Development was damaged or destroyed so that a material part was rendered unfit for its prior use, and the Development has not been rebuilt or repaired substantially to its state prior to its damage or destruction, or

(B) Three-fourths (3/4) or more of the Development has been destroyed or substantially damaged, and that Owners holding in aggregate more than fifty percent (50%) interest in the Common Area are opposed to repair or restoration of the Development, or

(C) The Development has been in existence in the excess of fifty (50) years, that it is obsolete and uneconomic, and that Owners holding in aggregate more than a fifty percent (50%) interest in the Common Area are opposed to repair or restoration of the Development; provided, however, that if any Lot shall be owned by two (2) or more co-tenants as tenants in common or as joint tenants, nothing herein shall be deemed to prevent a judicial partition by sale as between such co-tenants.

Section 11.2. Power of Attorney. The Association is hereby granted a power of attorney to sell the Development for the benefit of all the Owners thereof when partition of the Owners's interest in said Development may be had pursuant to this Article. The power of attorney herein granted may be exercised upon the vote or written consent of Owners holding in the aggregate at least two-thirds (2/3) of the interest in the Common Area by any three (3) members of the Board who are hereby

authorized to record a certificate of exercise in the Office of the Riverside County Recorder, which certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith.

ARTICLE 12

AMENDMENTS TO DECLARATION

Section 12.1. General. This Declaration may be amended at any time and from time to time by the vote or written consent of a majority of the total voting power of the Association. Any amendments shall be effective upon the recording thereof with the Office of the County Recorder of Riverside County, California.

ARTICLE 13

DESTRUCTION OF COMMON AREA IMPROVEMENTS

Section 13.1. Insurance Proceeds Sufficient. In the event of damage to or the partial destruction of the improvements in the Development, and if the available proceeds of the insurance are sufficient to cover not less than ninety percent (90%) of the cost of repair or reconstruction thereof, the damaged or destroyed improvements shall be promptly repaired and rebuilt unless, within sixty (60) days from the date of such damage or destruction, at a duly constituted meeting of the Association, Owners representing seventy-five percent (75%) of the total voting power of the Association determine that such repair and reconstruction shall not take place.

Section 13.2. Insurance Proceeds Insufficient. If the available proceeds of such insurance are less than ninety percent (90%) of the cost of repair or reconstruction, such repair or reconstruction may nevertheless take place if Owners representing a majority of the total voting power of the Association so elect at a duly constituted meeting of the Association. If the Board is unable to obtain sufficient participation at such meeting, the Board shall have the right to petition the Superior Court of Riverside County to allow it to rebuild without a majority approval of the Membership.

Section 13.3. Assessments. If the Owners determine to rebuild, each Owner shall be obligated to contribute such funds as may be necessary to pay his or her proportionate share of the cost of construction, over and above the insurance proceeds, and the proportionate share of each Owner shall be the same as his or her proportionate share of Regular and Special Assessments. In the event of the failure or refusal of any Owner to make his or her proportionate contribution, the Board may levy a Special Assessment against such Owner, and enforce such Assessment as provided in Article 5.

Section 13.4. Failure to Rebuild. If a majority of the Owners do not agree to the repair or rebuilding of the Common Area improvements, then each Owner (and his or her Mortgagee(s) as their respective interests shall then appear) shall be entitled to receive that portion of insurance proceeds equal to the proportion of the decrease in fair market value of his or her Lot as compared to the aggregate decrease in fair market values of all the Lots caused by such damage or destruction. For purposes hereof, fair market value shall be determined by a qualified real estate appraiser selected by the Board and hired by and at the expense of the Association. Should a dispute arise as to the distribution of insurance proceeds, the dispute shall be decided by arbitration by the American

Arbitration Association pursuant to its Commercial Rules of Arbitrations.

Section 13.5. Contract Regarding Rebuilding. If rebuilding of the Common Area improvements is to take place, the Board or its authorized representative shall obtain bids from at least two (2) reputable contractors, and shall award the repair and reconstruction work to the lowest qualified bidder. The Board shall have the authority to enter into a written contract with said contractor for such repair and reconstruction, and the insurance proceeds held by the trustee or the Association shall be disbursed to said contractor according to the terms of the agreement. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of such repair and reconstruction at the earliest possible date if the same is authorized.

ARTICLE 14

DESTRUCTION OF LOT IMPROVEMENTS

Section 14.1. Destruction. In the event of total or partial destruction of any of the Improvements constructed on any Lot(s), the Owner(s) thereof shall reconstruct the same as soon as reasonably possible and substantially in accordance with the original plans and specifications therefor; provided, however, that said Improvements shall be restored so that the exterior appearance thereof substantially resembles their appearance in form and color immediately prior to such destruction.

Section 14.2. Variation. Notwithstanding the foregoing, the Owner of such damaged Improvements may request permission from the Architectural Committee to reconstruct or repair such Improvements in accordance with any new or changed plans and specifications established by the Architectural Committee and/or the Board of Directors.

ARTICLE 15

INSURANCE

Section 15.1. Types of Insurance Coverage. The Association shall obtain and continue in effect the following:

(A) Property Damage Insurance. A policy of fire and casualty insurance naming as parties insured the Association and any mortgagee of the Common Area, and containing the standard extended coverage and replacement cost endorsements and for such other or special endorsement as will afford protection and insure, for the full insurable current replacement cost (excluding foundations and excavation, but without deduction for depreciation) as determined annually by the insurance carrier, all Common Facilities and the personal property of the Association for or against the following:

- (1) Loss or damage by fire or other risks covered by the standard coverage endorsement;
- (2) Loss or damage from theft, vandalism or malicious mischief; and

- (3) Such other risks, perils or coverage as the Board of Directors may determine.

Such policy or the endorsement made a part thereof, shall, to the extent available, provide that the insurer issuing the policy agrees to abide by decisions of the Association made in accordance with the provisions of Article 13 of this Declaration as to whether or not to repair, reconstruct or restore all or any damaged or destroyed portion of the Common Facilities.

The Association shall have the right to have the Association's insurance policy provide coverage for what is commonly referred to as "bare walls" coverage so that the Association's insurance policy covers solely the Association's maintenance responsibilities.

(B) General Liability. A general liability policy for full extended coverage, including but not limited to, vandalism, malicious mischief, public liability with a cross-liability endorsement. The limits of such insurance shall not be less than \$2,000,000.00 or any amount greater as determined by the Board from time to time.

(C) Directors and Officers Insurance. The Association shall obtain directors and officers insurance covering errors and omissions for officers and directors, and if desirable, committee members of the Association in an amount of at least \$1,000,000 per occurrence.

(D) Fidelity Bond/Insurance. The Board shall obtain a fidelity bond or insurance insuring the Association against dishonest acts on the part of directors, managers, officers and employees, and employees of any manager or managing agent naming the Association as obligee and written in an amount not less than three times the monthly maintenance fees plus all reserves and shall contain an endorsement of any person who may serve without compensation. Such bond/insurance shall include a provision that calls for ten (10) days written notice to the Association or insurance trustee before the same can be canceled or substantially modified for any reason. The Board shall purchase and maintain such insurance on personal property owned by the Association and any other insurance, including officers and directors liability insurance, that it deems necessary or desirable.

(E) Workers Compensation. The Association shall obtain workers compensation coverage in and for amounts satisfactory to the Board, to the extent required by law, for all employees of the Association.

(F) Other Insurance. The Board shall have the discretion to obtain any other insurance, such as earthquake and flood, as it deems appropriate.

Insurance premiums for the master policy shall be a common expense to be included in the monthly Assessments levied by the Association. Each Owner shall be responsible for payment of any deductible amount for any loss to his or her Lot.

Section 15.2. Owner's Insurance. Each Owner shall obtain and maintain such insurance, at his or her sole expense, to protect against any damage to, or loss of the Owner's property, and the cost of repair or replacement of damaged items, including, but not limited to, any improvements made by an Owner, any personal property, decorations, floor and wall coverings, appliances, fixtures or other items therein, or any exterior items for which said Owner is responsible. The Owner's policy

shall be the primary policy for any claims for damages or loss of Owner's property. The Association shall not be liable to any Owner or his or her tenants, guests or others, for damage to or loss of any such property, or the cost of repair or replacement of any damaged property or portions of such Owner's Lot, unless such damage is caused by the gross negligence of the Association, its Board, Officers, agents or employees.

Notwithstanding the foregoing, Owners shall be responsible for reimbursement of the Association's deductible in the event damage or loss to or arising out of the use of the Common Area is determined by the Board to be the responsibility of the Owner, his or her guests, invitees, licensees, etc. Additionally, Owners shall also be responsible to reimburse the Association for its deductible where damage to the Common Area occurred due to the failure of an element or item that was within the Owner's maintenance responsibility, regardless of the Owner's negligence in maintaining that element or item.

Owners failing to obtain or maintain insurance as required by this Section shall be responsible for all damages to the Association caused by the failure to obtain or maintain said insurance. Said damages include, but are not limited to: cancellation of Association's insurance policy, increase in premiums, out of pocket payments, etc.

Section 15.3. Individual Fire and Casualty Insurance. Except as provided in this Section, no Owner can separately insure his or her Lot or any part of it against loss by fire or other casualty covered by the Association's blanket insurance carried under this Article. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable pursuant to the provisions of this Section that results from the existence of such other insurance will be chargeable to the Owner who acquired such insurance, and the Owner will be liable to the Association to the extent of any diminution.

Section 15.4. Trustee for Policies. The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in Section 15.1 of this Article shall be paid to the Board of Directors as trustees. The Board shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article 13 of this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire, of first Mortgagees who have filed written requests within ten (10) days of receipt of notice of any damage or destruction. Any two (2) officers of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds. Notwithstanding the foregoing, there may be named as an insured a representative chosen by the Board, including a trustee with whom the Association may enter into an insurance trust agreement or any successor to such trustee who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions necessary to accomplish this purpose.

Section 15.5. Actions as Trustee. Except as otherwise specifically provided in this Declaration,

the Board, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance in a manner satisfactory to Beneficiaries of seventy-five percent (75%) of the first Mortgages held by first Mortgagees who have filed requests with an insurance carrier for notice of cancellation (if such notice is available). Duplicate originals or certificates of all policies of fire and casualty insurance maintained by the Association and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Association to all Owners and Mortgagees who have requested the same in writing.

Section 15.6. Waiver of Claims Against Association and Others. All insurance obtained by the Association shall be maintained by the Association for the benefit of the Association, the Owners and the Mortgagees as their interests may appear. As to each of said policies which will not be voided or impaired thereby, the Owners hereby waive and release all claims against the Association, the Board, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

Section 15.7. Making Claims to the Association's Insurance. Only the Association, acting through its Board of Directors, or designated agent, is authorized to present claims to any of the Association's insurance agents. Owners may not make claims directly to any of the Association's insurance agents or policies. In the event the Association incurs any cost or damage by an Owner's violation of this Section, the Association will levy a Reimbursement Assessment against such Owner in the amount equal to all direct and indirect costs and expenses incurred by the Association.

Section 15.8. Insurance Policy Deductibles. The Board shall have the power, in its sole discretion, to determine the amount of any deductible applicable to any insurance policy carried by the Association. In the event of a loss for which Association coverage is used, the responsibility for payment of any deductible shall be as follows:

(A) Owners shall be responsible for the cost of any deductible if the damage or loss occurs to the Owners' real or personal property, or other property for which the Owner is responsible.

(B) The Association shall be responsible for the cost of any deductible if the damage or loss occurs to any item owned by the Association, or for which the Association is responsible.

(C) If the damage or loss occurs to any Lot or Lots and the Common Area, the responsibility for the payment of any deductible shall be apportioned among the affected parties on the basis of the ratio of each parties' cost of repair to the total costs of repair.

(D) The foregoing notwithstanding, if the damage or loss is caused by the negligence or misconduct of any Owner, or resident, guest, tenant or invitee of an Owner, the responsible Owner shall be liable for the cost of the deductible.

ARTICLE 16

CONDEMNATION

Section 16.1. Taking of a Lot. In the event of any taking of a Lot, by condemnation, eminent domain or any proceeding in lieu thereof, the Owner (and his or her Mortgagees as their interest may appear) of the Lot shall be entitled to receive the award for such taking and after acceptance thereof such Owner and his or her Mortgagee shall be divested of all further interests in the Lot property if such Owner shall vacate his or her Lot as a result of such taking. In such event said Owner shall grant his or her interest in the Common Area, if any, to the other Owners owning a fractional interest in the same Common Area, such grant to be in proportion to the fractional interest in the Common Area then owned by each.

Section 16.2. Taking of Common Area. If any portion of the Common Area is taken by condemnation, eminent domain or any proceeding in lieu thereof, then the Owners of the Common Area, and their Mortgagees, shall be entitled to receive the award for such taking in proportion to the interest of each in the Common Area; provided, however, that should it be determined to repair or rebuild any portion of the Common Area, such proceeds shall be paid to the Association for that purpose in the same manner and subject to the same terms, conditions and limitations as are set forth above in Article 13 for repairing damaged or destroyed portions of the Common Area. A decision to repair or rebuild shall be made in the same manner and subject to the same conditions and limitations as provided above in Article 13 for determining whether to rebuild or repair following damage or destruction.

Section 16.3. Disbursement of Any Award. If the compensation for a taking affecting all or a portion of the Common Area is not apportioned among the Owners by court judgment or by agreement between the taking entity and the Board, then as soon as practicable after the receipt by the Association of any compensation for a taking, the Board will disburse the same as follows:

(A) First, to contractors, subcontractors, materialmen and others for the costs of the repair or restoration of damage or destruction to the Common Area caused by a taking, or to the Association in reimbursement for such costs; the balance of the award is hereinafter referred to as "Award Balance."

(B) Second, the Award Balance to the Association. In the event the entire Common Area is so appropriated, the Award Balance shall be distributed to the Owners so that each Owner receives one equal share of such Award Balance for each Lot owned by such Owner. In the event that only a part of the Common Area is so appropriated, the Award Balance shall be retained by the Association or disbursed to the Owners in whole or in part as determined by the Board.

Section 16.4. Priority of Mortgagee Rights. In the event there shall be any express or implied conflict between any provision of this Article and any provision of a note or Mortgagee held by a Mortgagee, the provisions of said note or Mortgagee shall govern and prevail.

ARTICLE 17

RIGHTS OF LENDERS

The following provisions are for the benefit of Eligible Holders of first Mortgages on Lots within the Development and shall apply notwithstanding any provision to the contrary set forth elsewhere in this Declaration or the Bylaws.

Section 17.1. Notices of Actions. Any Institutional Holder of a first Mortgage who provides written request to the Association, stating its name and address and the address or legal description of the particular Lot encumbered (thus becoming an Eligible Holder) will be entitled to timely written notice of:

- (A) Any default by the Owner of such Lot in the performance of such Owner's obligations under the Declaration or Bylaws which is not cured within sixty (60) days from the date of such default;
- (B) Any condemnation proceedings affecting the Development;
- (C) Any substantial damage to or destruction of any significant portion of the Common Area;
- (D) Any proposed termination of the Association;
- (E) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or
- (F) Any amendment of the Declaration or Bylaws requiring the consent.

Section 17.2. Rights of Institutional Holders Upon Foreclosure. Any Institutional Holder of a first Mortgage on a Lot which comes into possession of that Lot pursuant to judicial foreclosure or foreclosure by power of sale shall: Acquire title in such Lot free of any claims for unpaid Assessments or charges against the Lot accruing prior to the Institutional Holder's acquisition of title.

Section 17.3. Consent of Institutional Holders. The consent of Institutional Holders shall be required in order to amend the Bylaws or this Declaration in a manner which would defeat the priority position of the first Mortgage of the Institution Holder or make the Mortgage illegal under applicable governmental regulations.

Section 17.4. Additional Rights of Institutional Holders. Any Institutional Holder of a Mortgage on a Lot in the Development will, upon request, be entitled to: (A) inspect the books and records of the Association during normal business hours; and (B) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; provided, however, that such statements shall be made available only if they have been prepared by the Association in the regular course of business; and (C) receive written notice of all meetings of Owners and be permitted to designate a representative to attend all such meetings.

Section 17.5. Information. Any Institutional Holder is authorized to furnish information to the Board concerning the status of any loan encumbering a Lot.

Section 17.6. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions contained in this Declaration, nor the enforcement of any lien provisions created herein, shall affect, impair, defeat or render invalid the lien of any first Mortgage made in good faith and for value, but all of the covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title to a Lot is derived through foreclosure, trustee's sale or otherwise.

Section 17.7. Insurance. The Owners and the Association shall procure and maintain fire and liability insurance and such other insurance as may from time to time be required by Institutional Holders. All such insurance shall contain loss payable clauses naming the Institutional Holders which encumber a Lot by a first Mortgage, as their interests may appear.

Section 17.8. Priority on Distribution of Proceeds. No Owner or any other party shall have priority over the Institutional Holder of the Mortgage on his Lot in the case of a distribution of insurance proceeds or condemnation awards for losses to or a taking of the Lot or Common Area.

Section 17.9. Consent. An Eligible Holder which receives a written request to consent to an amendment or to any other action to which the Eligible Holders' consent is required or permitted by this Declaration, and which does not respond negatively within thirty (30) days after having received the request, shall be deemed to have consented to the amendment or other action.

ARTICLE 18

ENFORCEMENT

Section 18.1. Enforcement. Each Owner, lessee, licensee, guest, resident and Occupant of a Lot shall comply with the provisions of the Governing Documents and decisions and resolutions of the Association or its duly authorized representative. Failure to comply with any such provisions, decisions or resolutions shall be grounds for enforcement action which may include but not be limited to the following, in addition to other remedies afforded by law:

(A) **Suspension of Rights.** As set forth in Article 3, Section 3.1 (C), the Association may temporarily suspend the voting rights and right to use the Common Area facilities by an Owner for any period during which any Assessments remain unpaid. Additionally, the Association may suspend the voting rights and right to use the Common Area facilities for up to thirty (30) days due to a violation of the Governing Documents by any Owner, or his or her guests, tenants, or family members. If the Association has a contract for bulk cable television and/or internet service for the Residences, the Association may suspend said service to any Owner's Residence for any period during which any Assessments remain unpaid or for any infraction of the Governing Documents by that Owner, his or her lessees, or guests. No suspension shall take place unless the procedures set forth in subsection (D) have been taken.

(B) **Fines/Monetary Penalties.** The Board may impose fines and/or monetary penalties against an Owner for his or her family members', guests', tenants' occupants' or agents' violation

of the Governing Documents, after due process, as set forth in subsection (D) of this Section. Prior to imposing any such penalties, the Board shall adopt and distribute to each Owner, by personal delivery or first- class mail, a schedule of the penalties. The Board shall only be required to distribute additional schedules upon any amendments to such schedule being made.

(C) Reimbursement Assessments. The Board may levy Special Reimbursement Assessments, for damage to the Common Area or to reimburse the Association for costs incurred to bring an Owner into compliance with the Governing Documents, as set forth in Article 5, Section 5.5.

(D) Due Process. Such suspension, fines, or Reimbursement Assessments may occur only after the Member has been given at least ten (10) days notice, and an opportunity to be heard before the Board before the effective date of the action, as set forth in Section 1363(h) of the California *Civil Code*, or successor statute. Within fifteen (15) days after the hearing, the Board shall give the Member written notice of the action taken against the Member, in conformance with California *Civil Code* Section 1363(h).

(E) Alternative Dispute Resolution (ADR). Where required by *Civil Code* Sections 1354, 1369.510 - 1369.590, prior to the Association or any Owner bringing a civil action for declaratory relief or injunctive relief, or for such claims in conjunction with a claim for damages not in excess of \$5,000, related to the enforcement of the Governing Documents, such party shall offer alternative dispute resolution to the other party, as set forth in *Civil Code* Sections 1354, 1369.510 - 1369.590.

(F) Internal Dispute Resolution Procedures. Where there is a dispute between the Association and a Member involving their rights, duties, or liabilities under California law or the Governing Documents, the Association shall provide a fair, reasonable and expeditious procedure for resolving the dispute as set forth in *Civil Code* Sections 1363.810 - 1363.850.

(G) Towing of Vehicles. The Association shall have the power to tow vehicles from the Common Area, including private streets and driveways, which are parked in violation of the Association's Governing Documents or California law, pursuant to *Vehicle Code* Section 22658 and Article 6, Section 6.6(C) and (F) of this Declaration. The Association may also use booting or other legal methods to enforce parking restrictions and rules.

(H) Right of Entry. The Board shall have the right of entry onto a Lot to remedy violations of the Governing Documents, and where necessary to protect, preserve and maintain the Common Area, as set forth in Article 4, Section 4.5.

(I) Legal Action. The Board shall have the power and duty to enforce the Governing Documents by all legal means available, and bring an action in law or in equity, and to utilize any lawful enforcement remedy.

(J) Lien and Foreclosure. The Association shall have the lien and foreclosure rights as set forth in Article 5 to enforce the obligation to pay Assessments and related charges.

(K) Other Remedies. The Association shall have all other remedies provided by law or

otherwise to remedy violations, and to enforce the Governing Documents.

Section 18.2. Nuisance. The results of every act or omission which is a breach as set forth in this Declaration are hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance shall be applicable against every such result and may be exercised by any Owner, or the Board.

Section 18.3. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of the Development or any part thereof is hereby declared to be a violation of the Governing Documents and subject to any or all of the enforcement procedures set forth herein.

Section 18.4. No Waiver. The failure of the Board, or any Owner to enforce any of the provisions contained in the Governing Documents shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability on the Association or the Board.

Section 18.5. Attorneys' Fees. In the event the Association, or any Owner, shall commence litigation to enforce any of the covenants, conditions or restrictions herein contained, the prevailing party in said action shall be entitled to actual attorneys' fees and costs reasonably incurred.

Section 18.6. Cumulative Remedies. Each and all legal or equitable remedies provided for herein shall be deemed to be cumulative.

ARTICLE 19

GENERAL PROVISIONS

Section 19.1. General Duties and Powers. The Association shall have all those duties and powers set forth in the Articles and Bylaws of the Association or permitted pursuant to the provisions of the California *Corporations Code* for nonprofit mutual benefit corporations. All such duties and powers shall be subject to any specific limitations set forth in the Governing Documents. All such duties and powers shall be exercised by the Board unless specifically reserved to the Members.

Section 19.2. Notices. Any notice to be given to an Owner or Mortgagee under the provisions of the Governing Documents shall be in writing and may be delivered personally or by first class mail, postage prepaid to the latest recorded address in the business records of the Association. If delivery is made by first class mail, it shall be deemed to have been delivered upon deposit into the United States mail. Notice may also be given via e-mail, facsimile, or other electronic means, if the recipient has agreed to that method of delivery. If a document is delivered by electronic means, delivery is complete at the time of transmission.

Section 19.3. Extension of Declaration. Each and all of these Covenants, Conditions and Restrictions shall terminate on July 1, 2033, after which date they shall automatically be extended for successive periods of ten (10) years unless amended or extinguished by a written instrument executed by at least a majority of the Owners of Lots in the Development and such written instrument is recorded with the Riverside County Recorder.

Section 19.4. Liberal Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Development for the mutual benefit of all Owners.

Section 19.5. Indemnification. Every director and every officer past or present of the Association shall be indemnified by the Association against expenses and liabilities, including reasonable attorneys' fees and cost incurred or imposed upon him or her in connection with any proceeding in which such director or officer may be a party, or in which such officer or director may become involved, by reason of his or her being, or having been, a director or an officer of the Association, or any settlement thereof, except in such cases wherein the director or officer is adjudged guilty of gross negligence or malfeasance in the performance of his or her duties. Indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

Section 19.6. Severability. Invalidation or reformation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstance(s) or any other provision(s) which shall remain in full force and effect.

Section 19.7. Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

Section 19.8. Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of all heirs, personal representatives, successors, assigns, personal representatives, grantees, lessees, licensees and renters of Owners.

Section 19.9. Joint and Several Liability. In the case of Joint Ownership of a Lot, the liability of each Owner and the Owners thereof in connection with the liabilities and obligations of the Owners, set forth in or imposed by the Governing Documents, shall be joint and several.

Section 19.10. Conflicts. If there are conflicts or inconsistencies between the provisions of California law, this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, the provisions of California laws, this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, (in that order) shall prevail.

CERTIFICATE OF AMENDMENT

I, the undersigned, declare:

1. I am the duly elected and acting Secretary/Treasurer of LOS COCOS HOME OWNER'S ASSOCIATION, INC., a California Nonprofit Mutual Benefit Corporation; and

2. The foregoing SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for LOS COCOS HOME OWNER'S ASSOCIATION, INC., comprising 47 pages, constitutes the Declaration of Restrictions of the Association duly adopted by a vote of at least seventy-five percent (75%) of the voting power of the Association.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of said corporation this 9th day of November, 2009.

LOS COCOS HOME OWNER'S ASSOCIATION, INC.

By: Betty L. Phillips
Betty L. Phillips, Secretary/Treasurer

State of California)
County of Riverside)

On Nov. 9th 2009 before me Gregory A. Moga a Notary Public, personally appeared Betty L. Phillips who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify 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.

Signature Gregory A. Moga

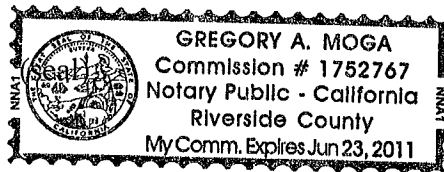


Exhibit "A"

Legal Description

LOS COCOS DEVELOPMENT COMPANY, INC.

THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RESIDENTIAL LOTS:

LOTS 1 THROUGH 72, INCLUSIVE, OF TRACT 4508, AS SHOWN BY MAP ON FILE IN BOOK 76, PAGES 23, 24 AND 25 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

COMMON AREA:

COMMON AREA LOT 73 OF TRACT 4508, AS SHOWN BY MAP ON FILE IN BOOK 76, PAGES 23, 24 AND 25 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SAID PROPERTY IS THE SAME AS THE PROPERTY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 34;

THENCE NORTH 0° 30' 10" EAST, ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, 1319.62 FEET;

THENCE SOUTH 89° 53' 30" WEST, 661.42 FEET;

THENCE SOUTH 0° 30' 50" EAST, 891.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE WHITEWATER RIVER CHANNEL QUITCLAIMED BY THE RIVERSIDE COUNTY FLOOD CONTROL DISTRICT AND DEEDED TO THE COACHELLA VALLEY COUNTY WATER DISTRICT AS INSTRUMENT NO. 42485, DATED JUNE 13, 1958, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY TO WHICH A RADIAL LINE BEARS SOUTH 34° 03' 23.7" WEST

THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 15,000.00 FEET, THROUGH A CENTRAL ANGLE OF 1° 24' 53.7" , AN ARC DISTANCE OF 370.42 FEET;

THENCE SOUTH 57° 21' 30" EAST, TANGENT TO THE PRECEDING COURSE, 413.76 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL COMPROMISING 16.81 ACRES, MORE OR LESS;

EXCEPTING THOSE PORTIONS IN PUBLIC ROADS.

EXHIBIT "B"

MAINTENANCE MATRIX

The following is a listing of the items within the Development for which Owners and the Association are responsible for the routine maintenance, repair and replacement duty, in accordance with Article 10 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

COMPONENT(S)	OWNER	ASSN.
Air Conditioning	X	
Appliances - Built In	X	
Attic/Crawl Space	X	
Balconies - Balcony, balcony floors and roof underlying balcony.	X	
Carpeting	X	
Caulking - Exterior/Interior of Residence (except exterior caulking of chimney)	X	
Caulking - Exterior of Chimney		X
Ceilings	X	
Common Area Improvements		X
Doorbell - Exterior Components/Button Switch	X	
Doorbell - Interior Components; Wiring	X	
Doors - Entry - Frame and Door	X	
Doors - Entry - Locks and Hardware	X	
Doors - Entry - Painting - Exterior Surface	X	
Doors - Entry - Painting - Interior Surface	X	
Doors - Entry - Weatherstripping/Waterproofing	X	
Doors - Interior	X	
Drainage Systems - Common Areas - Surface and Subsurface (e.g., ditches, catch basins, etc.)		X
Drains - Bathtubs, Showers, Sinks	X	
Drains - Curb		X
Drains - Patio/Balcony	X	

COMPONENT(S)	OWNER	ASSN.
Drains - Storm - Common Area		X
Driveways - Residence/Lot	X	
Dryer Vents - Cleaning and repair	X	
Drywall - Damage repairs (e.g., cracks, inside minor localized water damage, dents, holes, etc.)	X	
Drywall - Residence/Lot - Repair and Replace	X	
Electrical - Circuit Breaker, Panel, Sockets, Switches, Wall Plates, Wiring, etc. - Residence/Lot	X	
Electrical - Circuit Breaker, Panel, Sockets, Switches, Wall Plates, Wiring - Common Areas		X
Exhaust Fans - Residence/Lot	X	
Exterior Common Area Facilities/Building Surfaces		X
Exterior Residence Surfaces (Paint & Maintenance)		X
Exterior Faucets, Handles, Washers - Residence/Lot	X	
Exterior Faucets, Handles, Washers - Common Area		X
Fences - Common Area		X
Fences - Residence/Lot	X	
Fireplace - Chimney - Exterior		X
Fireplace - Chimney Flue and Spark Arrester	X	
Fireplace - Chimney - Interior - Cleaning	X	
Fireplace - Fire Brick (firebox, ceramic brick walls of fireplace)	X	
Fireplace - Mantelpiece, Trim and Facing	X	
Floors - Residence/Lot	X	
Floor Covering (i.e., carpet, tile, vinyl, wood, etc.)	X	
Foundation/Slab	X	
Front Entry Landings	X	
Furnace - Unit Systems	X	
Garage - Door and walk-through door	X	

COMPONENT(S)	OWNER	ASSN.
Garbage Disposal	X	
Garbage Pick-Up/Trash Service - Common Area		X
Gas Lines - Common Area		X
Gas Lines - Residence/Lot	X	
Glass - Pool/Common Area		X
Glass - Windows/Doors, including frame and tracks	X	
Gutters and Downspouts	X	
Hose Bibs - Common Areas		X
Hose Bibs - Residence/Lot	X	
Insulation - Residence/Lot	X	
Landscaping - Common Areas		X
Landscaping - Private Patio - Plant Materials and all Improvements installed on Owner's Private Patio	X	
Lighting Fixtures - Common Areas - Exterior/Interior and two (2) front lights on exterior of Residences		X
Lighting Fixtures - Residence/Lot - Exterior/Interior (except two (2) front lights on exterior of Residence	X	
Lot	X	
Mailbox - Box and Structure		X
Mailbox - Lock and Key	X	
Painting - Residence/Lot - Exterior		X
Painting - Residence/Lot - Interior	X	
Painting - Common Areas - Exterior/Interior		X
Parking Space - Common Areas - Concrete and Asphalt Surfaces		X
Patio/Balcony - Exterior Painting		X
Patio/Balcony - Residence/Lot - Cleaning, Maintenance, and Repairs	X	
Patio/Balcony - Railing		X
Plumbing - Common Areas - Exterior/Interior - Fixtures and Lines		X

COMPONENT(S)	OWNER	ASSN.
Plumbing Fixtures - Residence/Lot - Exterior/Interior - Toilets, Tubs, Sinks, Faucets, etc.)	X	
Plumbing Lines - Residence/Lot - Exterior/Interior	X	
Pool - Common Area - Pool Building, Spa, Equipment		X
Pressure Regulators	X	
Private Patio - Patio cover and private patio areas	X	
Residential Dwelling	X	
Rodent Control - Lot and Residence	X	
Roof Shingles/Tiles		X
Roof Underlayment		X
Roof Vents		X
Sewer Backups - Common Area		X
Sewer Lines - Common Area		X
Sewer Lines - Residence/Lot	X	
Sidewalks - Common Areas (except Front Entry Landings)		X
Slab	X	
Sliding Door Flashing/Waterproofing	X	
Sliding Door Frames and Tracks	X	
Sliding Door Glass	X	
Sliding Door Hardware	X	
Sliding Door Screens	X	
Spraying for Pests (ants, fleas, termites, bees, etc.) - Residence/Lot - Exterior/Interior	X	
Spraying for Pests (ants, fleas, termites, bees, etc.) - Common Areas - Exterior/Interior and Landscaping		X
Streets - Common Area - Private Streets and Walkways		X
Stucco Painting/Coloring - Residence/Lot		X
Stucco Repair and Replacement - Exterior Residence/Lot (except for damage caused by Owner)		X

COMPONENT(S)	OWNER	ASSN.
Stucco Repair and Replacement - Exterior Residence/Lot (where damage is caused by Owner)	X	
Termites - Common Areas - Exterior/Interior		X
Termites - Residence/Lot - Exterior/Interior	X	
Trim - Residence/Lot - Interior - Maintenance, Replacement and Painting	X	
Trim - Residence/Lot - Exterior - Replacement		X
Trim - Residence/Lot - Exterior - Maintenance and Painting		X
Walls - Residence/Lot - Interior - Bearing, Non-Bearing, Studs, Frames, Tiedowns, Other Structural Items	X	
Walls - Residence/Lot - Exterior		X
Walls - Common Areas - Exterior/Interior		X
Wallpaper/Paneling	X	
Water Heater - Common Area		X
Water Heater - Residence/Lot	X	
Water Lines - Common Area		X
Water Lines - Residence/Lot	X	
Window Flashing, Frames, and Hardware	X	
Windows - Glass and Screens	X	
Wiring - Cable TV	X	
Wiring - Common Area - Electrical		X
Wiring - Residence/Lot - Electrical	X	
Wiring - Telephone	X	

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Revised: November 3, 2009