

DOC # 2009-0594615

11/17/2009 08:00A Fee:189.00

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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