

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Jeffrey A. Beaumont, Esq.
BEAUMONT GITLIN TASHJIAN
21650 Oxnard Street, Suite 1620
Woodland Hills, California 91367



20140110-00003547-0 1/97

Ventura County Clerk and Recorder
MARK A. LUNN
01/10/2014 02:43:32 PM
784249 \$303.00 J0

Space above for Recorder's Office Only

Title of Document

**AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS AND
RESTRICTIONS**

OF

AUTUMN WOOD AT HUNTER'S FIELD HOMEOWNERS ASSOCIATION
a California Non - Profit Mutual Benefit Corporation

ORIGINAL

**AMENDED AND RESTATED DECLARATION OF
CONDITIONS, COVENANTS AND RESTRICTIONS OF
AUTUMN WOOD AT HUNTER’S FIELD HOMEOWNERS ASSOCIATION
A California Non-profit Mutual Benefit Corporation**

Table of Contents

	Page No.
Recitals	1
Article I - Governing Documents	3
1.1 Association Governing Documents.....	3
1.2 Conflicting Provisions	3
1.3 Application	3
1.4 Construction of CC&Rs.....	3
1.5 California Codes	3
Article II – Definitions	4
Article III - Property Rights and Obligations of Owners	9
3.1 Property Subject to the CC&Rs	9
3.2 Persons Subject to Governing Documents	9
3.3 Owners’ Nonexclusive Easements of Enjoyment.....	9
3.4 Delegation of Use and Leasing of Residences	10
3.5 Owner’s Duty to Notify Association of Purchasers, Intent to Sell, and Tenants ...	12
3.6 Discipline of Tenants	12
3.7 Due Process Requirements for Disciplinary Action.....	12
3.8 Payment of Assessments and Compliance with Rules	13
3.9 Discharge of Assessment Liens.....	13
3.10 Joint Ownership of Lots	13
3.11 Prohibition on Avoidance of Obligations	13
3.12 Termination of Obligations	13
3.13 Security.....	13
Article IV - Homeowners Association	14
4.1 Association Membership.....	14
4.2 Single Class of Membership	14

4.3	Voting Rights of Members	14
4.4	Assessments	14
4.5	Transfer of Memberships	14
4.6	Powers and Authority of the Association	15
4.7	Association's Maintenance Responsibility	16
4.8	Association Resolutions, Rules, Regulations and Restrictions	17
4.9	Breach of Rules or Restrictions	19
4.10	Limitation on Liability of Association's Directors and Officers	19
Article V - Assessments and Fines and Penalties		20
5.1	Covenant to Pay Assessments	20
5.2	Purpose of Assessments and Fines	21
5.3	Regular Assessments	21
5.4	Assessment Period	22
5.5	Mailing Notice of Assessment	22
5.6	Failure to Make Estimate	22
5.7	Installment Payment of Assessments	22
5.8	Equal Assessments	22
5.9	Reserve Funds	22
5.10	Special Assessments	23
5.11	Special Individual Assessments	24
5.12	Maintenance of Assessment Funds	25
5.13	Collection of Assessments; Enforcement of Liens	25
5.14	Limitation on Right to Lien Lots for Special Individual Assessments	26
5.15	Waiver of Exemptions	27
5.16	Prohibition on Avoidance of Obligations	27
5.17	No Offsets	27
Article VI - Architectural Control		27
6.1	Architectural Control	27
6.2	Architectural Review Committee	28
6.3	Compensation of ARC Members	28
6.4	Meetings of the ARC	28
6.5	Scope of Review	28
6.6	Requests for Architectural Review	29
6.7	Plans and Specifications	29
6.8	Architectural Approval Recommendation	30
6.9	Use of Precedent Not a Factor	30
6.10	Architectural Recommendation	31

6.11	Architectural Approval.....	31
6.12	Proceeding With Work	32
6.13	Inspection of Work.....	32
6.14	Time Limit for Inspection.....	33
6.15	Failure to Complete Work	33
6.16	Remedy for Noncompliance.....	34
6.17	Variances.....	34
6.18	Enforcement	34
6.19	Appeals.....	35
6.20	Liability of Association	35
Article VII - Use of Properties and Restrictions.....		35
7.1	Use	36
7.2	Subdivision and Severability	36
7.3	Business Activities	36
7.4	Behavior of Persons on the Property	36
7.5	Damage to Common Area	37
7.6	Prohibition of Noxious Activities.....	37
7.7	Activities Affecting Insurance	37
7.8	Maintenance of Lots	38
7.9	Exterior Improvements.....	38
7.10	Repair of Improvements	40
7.11	Prohibited Dwelling Structures.....	40
7.12	Other Structures on the Lot.....	40
7.13	Unsightly Items	40
7.14	Window Covers.....	41
7.15	Sports Apparatus	41
7.16	Walls, Gates, Fences and Hedges	41
7.17	Signs.....	41
7.18	Pets	42
7.19	Lot Driveway and Garage	43
7.20	Oil and Mineral Rights	44
Article VIII - Drainage, Ditches and Swales.....		45
8.1	Drainage Structures, Ditches, Swales	45
8.2	Slope and Landscaped Areas Within a Lot.....	45

Article IX – Easements	45
9.1 Obligation To Permit Entry by Association and Adjacent Owners.....	45
9.2 Maintenance Easements	46
9.3 Blanket Utility Easement.....	46
9.4 Driveway Landscape Easement	47
9.5 Easements for Encroachments.....	48
9.6 Easements for Drainage	48
9.7 Other Easements.....	48
Article X - Standard Zero Lot Line	48
10.1 Introduction.....	48
10.2 Definitions.....	49
10.3 Rules Applicable to Standard Zero Lot Line Lots.....	49
10.4 Easements for Installation of Utility Lines	51
10.5 Right to Contribution	52
Article XI - Conventional Lots	52
11.1 Introduction.....	52
11.2 Rules Applicable to Conventional Lots	52
11.3 Right to Contribution	53
Article XII - Breach and Default	53
12.1 Remedy at Law Inadequate.....	53
12.2 Nuisance.....	53
12.3 Costs and Attorneys’ Fees.....	53
12.4 Cumulative Remedies.....	53
12.5 Failure Not a Waiver	53
12.6 Rights and Remedies of the Association	54
Article XIII – Insurance	55
13.1 Fire and Casualty Insurance.....	55
13.2 General Liability and Property Damage Insurance	56
13.3 Directors and Officers Liability Insurance	56
13.4 Workers’ Compensation, Fidelity Bond and Other Insurance	56
13.5 Coverage Not Available.....	56
13.6 Copies of Policies	56

13.7 Individual Fire and Casualty Insurance Limited	57
13.8 Trustee	57
13.9 Adjustment of Losses	57
13.10 Abandonment of Replacement Cost Insurance	57
13.11 Losses Solely Attributable to a Lot; Deductibles.....	57
Article XIV - Damage or Destruction.....	57
14.1 Damage or Destruction to the Common Area and/or Common Facility	57
14.2 Damage or Destruction of Residences	59
Article XV – Condemnation	60
15.1 Sale to Condemning Authority	60
15.2 Distribution of Sale Proceeds.....	60
15.3 Taking and Condemnation Awards.....	60
Article XVI - Rights of Lenders.....	61
16.1 Notice of Action.....	61
16.2 Other Provisions for First Mortgagees	61
16.3 Subordination and Liens	62
16.4 Notice of Default.....	62
16.5 Right to Inspect Books and Records.....	62
16.6 Right to Furnish Mortgage Information	62
16.7 No Right of First Refusal.....	62
16.8 Distribution of Awards.....	62
16.9 Payment by Mortgagee.....	63
16.10 Violation of Mortgagee Protection Provisions	63
Article XVII - Amendment of CC&Rs.....	63
17.1 Amendments in General	63
17.2 Effective Date of Amendment.....	63
Article XVIII - General Provisions	64
18.1 Term	64
18.2 Attorneys' Fees.....	64
18.3 Notices.....	64

18.4 Failure of Mortgagee to Respond 65
18.5 Severability 65

Exhibits

- Exhibit A - Standard Zero Lot Line/Conventional Lot Line Plans for Tract 3785-2, 3785-3 and 3785-7 (also showing Driveway Landscape Easements)
- Exhibit B - Lot Plans for Tract 3785-2, 3785-3 and 3785-7
- Exhibit C - Relationship of Lots to other Lots - Driveway Landscape Easement, Article IX.
- Exhibit D - Relationship of Lots to other Lots - Maintenance Easements and Tenement Dominance, Articles X and XI

**AMENDED AND RESTATED DECLARATION OF
CONDITIONS, COVENANTS AND RESTRICTIONS OF**

AUTUMN WOOD AT HUNTER'S FIELD HOMEOWNERS ASSOCIATION

A California Non-profit Mutual Benefit Corporation

All provisions of the original *Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Autumn Wood at Hunter's Field*, recorded with the Ventura County Recorder on September 28, 1984, as Instrument No. 108595 are hereby restated, and the following new provisions supersede said original Declaration.

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS is made on December 12, 2014, by AUTUMN WOOD AT HUNTER'S FIELD HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation, hereinafter "Association."

RECITALS

(a) A *Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Autumn Wood at Hunter's Field* ("Original CC&Rs") was executed and recorded on September 28, 1984 as Instrument No. 108595, in the Official Records of Ventura County, California by First Nationwide Savings, a Federal Savings and Loan Association, formerly known as and who acquired title as "Citizens Savings and Loan Association, a California corporation" (the "Developer") for the real property legally described as:

Lots 8 through 57, inclusive, of Tract 3785-2 as shown on a Map recorded on February 29, 1984, Book 99, Pages 19 to 21, inclusive, of Miscellaneous Records in the Office of the County Recorder of said County; and

Lot 58 and Parcel "C" of Tract 3785-2 as shown on a Map recorded on February 29, 1984, Book 99, Pages 19 to 21, inclusive, of Miscellaneous Records in the Office of the County Recorder of said County (hereinafter the "Common Area").

(b) The Developer subsequently annexed the following property to be encumbered by the Original CC&Rs:

Tract 3785-3, as shown on the approved Tentative Map for Tract 3785 on file with the City; and Lots 117 through 119, inclusive, and

Lots 142 through 145, inclusive, of Tract 3785-7, as shown on that certain Map recorded in Book 103, Pages 85 and 86 of Miscellaneous Records in the Office of the County Recorder for said County.

(c) The above-described Property is depicted in Exhibit A - Tract NO. 3785 indicating subdivision 2, 3, and 7, City of Simi Valley, County of Ventura, State of California Map that makes up the AUTUMN WOOD AT HUNTER'S FIELD HOMEOWNERS ASSOCIATION, as follows:

Exhibit A - Lots 8 through 57, inclusive, of Tract 3785-2 as shown on a Map created on March 29, 2007, Book 99, Pages 19, of City of Simi Valley, Ventura County Assessor's Map ;and

Exhibit A - Lot 58 and Parcel "C" of Tract 3785-2 as shown on a Map created on March 29, 2007, Book 99, Pages 19, along with Parcels "D" and "E" of Tract 3785-3 as shown on a Map created on November 28, 1984, Book 101, Pages 35 of City of Simi Valley, Ventura County Assessor's Maps (hereinafter, the "Common Area").

Exhibit A - Lots 59 through 96, inclusive, of Tract 3785-3 as shown on a Map created on November 28, 1984, Book 101, Pages 35, of City of Simi Valley, Ventura County Assessor's Map ; and

Exhibit A - Lots 117 through 174 , inclusive, of Tract 3785-7, as shown on a Map created on March 29, 2007, Book 103, Page 85 of City of Simi Valley, Ventura County Assessor's Maps.

(d) A First Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Autumn Wood at Hunter's Field was recorded on September 9, 1993 as Instrument No. 93-167363 in the Official Records of Ventura County, California, by the Association.

(e) The Developer conveyed the real property described in Recitals (a) and (b) (collectively, the "Development"), subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original CC&Rs, as the same have been amended, 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.

ARTICLE I GOVERNING DOCUMENTS

1.1 The Association's Governing Documents consist of the following, all as they may be amended from time to time:

- (a) These CC&Rs and recorded Supplemental CC&Rs;
- (b) The Association's Articles of Incorporation and Bylaws;
- (c) Association Resolutions, Rules, Regulations and Restrictions;
- (d) Architectural Guidelines described in Article VI.

1.2 Conflicting Provisions. In the case of any conflict between these CC&Rs and the Articles or the Bylaws, these CC&Rs shall control. In the event of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control. In the event of any conflict between the foregoing documents and the Association Resolutions, Rules, Regulations and Restrictions, the foregoing documents shall control.

1.3 Application. The Governing Documents apply to all owners and to all occupants of their Lots, as well as their respective Tenants, guests, and invitees. Any lease or rental agreement on a Lot shall provide that the Tenant and all occupants of the leased or rented Lot shall be bound by the terms of the Governing Documents. The Association may, but shall not be required to, enforce any such agreements, covenants, or other instruments applicable to any portion of the Development.

1.4 Construction of CC&Rs.

(a) Restrictions Construed Together. All of the covenants, conditions, and restrictions of these CC&Rs shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property, as set forth in the Recitals of these CC&Rs.

(b) Restrictions Severable. Notwithstanding the provisions of Paragraph A above, the covenants, conditions, and restrictions of these CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

1.5 California Codes. In the event that any provision of California law referred to herein is amended or superseded by another, similar provision of California law, these CC&Rs may be amended or shall be deemed amended, without the necessity of Member approval, to correspond to the amended or successor provision of law.

HIERARCHY OF GOVERNING DOCUMENTS (Civil Code §4202)	
California Law	Civil Codes, Corporation Codes, Etc.
Covenants, Codes & Restrictions (CC&Rs) [this Declaration] (recorded with the Ventura County Recorder's Office)	Creates obligations which bind the Association and all present and future owners of property in the Development. Governs use of property, within the Development.
Supplemental / Amended CC&Rs (recorded with the Ventura County Recorder's Office)	<i>May</i> impose additional obligations or restrictions on such property; <i>may</i> modify the CC&Rs; and, <i>may</i> add property to the Development.
Articles of Incorporation (filed with California Secretary of State)	Establishes the Association as a non-profit mutual benefit corporation under California law.
Bylaws (recorded with the Ventura County Recorder's Office)	Governs the Association's internal affairs, such as voting rights, elections, meetings, officers, etc.
Association Resolutions, Rules, Regulations, and Restrictions (adopted by the HOA Board of Directors)	Establishes rules, policies, and procedures for internal governance and activities; regulates operation and use of property, activities, and conduct within the Development.
Architectural Guidelines (adopted by the HOA Board of Directors)	Establishes architectural standards and guidelines for Improvements and modifications to Residences, including landscaping, and other items on Lots

ARTICLE II DEFINITIONS

2.1 "Architectural Review Committee" or "ARC" means the committee of persons appointed and acting pursuant to the CC&Rs, whose duties include, without limitation, the review and approval or disapproval of plans for improvements to the Property.

2.2 "Assessment" means any of the following, made or assessed by the Association against an Owner and his or her Lot in accordance with the provisions of these CC&Rs:

(a) Regular Assessment - includes reasonable amounts as determined by the Board, collected for operating expenditures or as reserves for the future periodic maintenance, repair or replacement of the Common Facilities, or other Common Expenses as defined in Section 2.11.

(b) Special Assessment - made for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder such as but not limited to Capital Improvements, Loan Repayment, insufficient Regular Assessment.

(c) Special Individual Assessment - levied against an Owner to recovery cost for Damage to Common Area or Common Facilities, including any portion of the Lots or Residences which the Association is obligated to repair and maintain, or expenses incurred in gaining member compliance. In the event that the Association incurs any costs or expenses, to accomplish: (1) any repair, maintenance or replacement to any portion of the Property that the Owner is responsible to maintain under the Governing Documents, (2) to otherwise bring the Owner, the Owner's Tenant, and/or his or her Lot or Residence into compliance with any provision of the Governing Documents, the amount incurred by the Association (including fines and penalties, accounting fees, management fees, court costs and reasonable attorney's fees (including those incurred prior to filing a lawsuit)) shall be assessed and charged solely to and against such Owner.

2.3 "Association" means AUTUMN WOOD AT HUNTER'S FIELD HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation, its successors and assigns. The Association is an "association" as defined by the Davis-Stirling Common Interest Development Act. The Association's Members are the record Owners of each of the one hundred forty-six (146) residential Lots which are located in the Development described in the Recitals of this document.

2.4 "Association Resolutions, Rules, Regulations and Restrictions" means the rules, regulations and policies adopted by the Board of Directors of the Association, pursuant to these CC&Rs, as the same may be in effect from time to time.

2.5 "Board of Directors" or "Board" means the current elected or appointed Board of Directors of the Association.

2.6 "Bylaws" and "Articles" means the Bylaws and Articles of Incorporation of the Association, as the same may be amended from time to time. These are part of the Governing Documents.

2.7 "CC&Rs" means this document, as it may be amended or restated from time to time.

2.8 "City" means and refers to the City of Simi Valley, California.

2.9 "Civil Code", "Corporations Code," "Davis-Stirling Common Interest Development Act," and any other references to code sections shall mean those statutes or laws so referenced, and any and all comparable superseding codes and/or laws.

2.10 "Common Area" means and refers to that certain real property (including any Improvements thereon) owned, managed, and maintained by the Association for the common use and benefit of all Owners in the Development. The Common Area owned by the Association at the time of recordation of these CC&Rs is defined pursuant to Civil Code Section 4095, or its amendments, including without limitation all property described as "Common Area" in Recital "A" hereof. Unless the context clearly indicates a contrary intent, any reference herein to the "Common Areas" shall also include any Common Facilities located thereon, as defined in Section 2.12 of these CC&Rs.

2.11 "Common Expenses" means any use of Common Funds authorized by these CC&Rs, by law, or by the Bylaws, including, 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 any portion of the Common Area, Common Facilities or Lots 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 the extent required by these CC&Rs;

(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.

2.12 "Common Facilities" means and refers to all real property, and the Improvements thereon, owned or leased by or subject to easements in favor of the Association for the common use and enjoyment of all Members in good standing.

2.13 "Common Funds" means all funds collected or received by or on behalf of the Association and/or due and payable to the Association, including but not limited to the proceeds from insurance carried or obtained by the Association which are payable to or received by the Association for the benefit of the Owners or otherwise.

2.14 "County" means and refers to the County of Ventura, California.

2.15 "Developer" means the original developer of the Property, namely First Nationwide Savings, a Federal Savings and Loan Association, formerly known as and who acquired title a "Citizens Savings and Loan Association, a California corporation."

2.16 "Development" means the Property, Properties, or adjoining Lots in combination, as defined in the Recitals and all Improvements. (See Section 2.24)

2.17 "Fine and Penalty" is an amount and or action taken against an Owner due to non-compliance with Governing Documents. (See Section 5.11)

2.18 "Governing Documents" is a collective term that means and refers to these CC&Rs and any other documents, such as the Articles of Incorporation, the Bylaws, the Association Resolutions, Rules, Regulations and Restrictions, and the Architectural Guidelines, if any, which govern the operation of the Development or Association, as detailed in Article I hereof.

2.19 "Hardscape" means the practice of landscaping, by durable components including, without limitation, sidewalks, brick patios, retaining walls, artificial water features, or the like. Care must be exercised with hardscape as the use of such artificial components may inhibit normal water absorption into the ground or other natural drainage.

2.20 "Improvement" when used as a noun shall mean and refer to all structures and appurtenances thereto of every kind, including without limitation: Residences and all additions, modifications, or other exterior alterations thereto; hardscape, including without limitation pavement, sidewalks, gates, fences, or walls; and all landscaping. "Improvement" when used as a verb includes, without limitation, the construction, installation, alteration, or remodeling of any buildings, recreational facilities, driveways, walls, fences, swimming pools, hardscape, spas, utility lines, irrigation systems or any structure of any kind, whether above or below the land surface except for window treatment as contained in Section 7.15.

In no event shall the term "Improvement" be interpreted to include or refer to improvements that are restricted entirely to the interior of any Residence, unless visible from any adjacent street, Lot, or Common Area.

2.21 "Lot" shall mean any plot of land or parcel within the Development that is not part of the Common Area, as shown on any recorded Subdivision Map for the Development. When appropriate within the context of these CC&Rs, the term "Lot" shall also include the Residence and other Improvements constructed or to be constructed on the Lot.

(a) "Standard Zero Lot Line Lot" means and refers to any Lot having the following attributes: (1) all or a portion of the Residence is constructed on or within one foot (1') of the actual side property line; (2) the Residence or portion thereof serves as

the boundary between Lots; and (3) such Lot has an easement appurtenant thereto over an adjoining Lot to maintain a Zero Lot Line Wall, all as more particularly described in Article X herein.

(b) "Conventional Lot" means and refers to any Lot having the following attributes: the Residence is oriented on such Lot so as to create a front yard, rear yard and two (2) side yards adjacent to such Residence. A Conventional Lot may be subject to an easement appurtenant to an adjoining Lot for maintenance purposes, as set forth herein, all as more particularly described in Article XI herein.

2.22 "Member" means every person or entity who holds a membership in the Association and whose rights as a Member are not suspended pursuant to these CC&Rs.

2.23 "Owner" means any person, trust, company, corporation or other entity which owns a fee simple interest in any Lot as shown by the Official Records in the Office of the Ventura County Recorder. The foregoing is not intended to include a person or entity who holds an interest in a Lot merely as security for the performance of an obligation.

2.24 "Property", "Properties" or "Development" mean all parcels of real property (Common Area and Lots) hereinbefore described, together with all buildings, structures, utilities, Common Facilities, and other Improvements located thereon, and all appurtenances thereto.

2.25 "Residence" means a private, single family dwelling designed to be normally occupied by one household or family, constructed on a Lot, together with garage, appurtenant structures and other Improvements on the same Lot or parcel.

2.26 "Residential Use" means occupation and use of a Residence for single family dwelling purposes in conformity with these CC&Rs and the requirements imposed by applicable zoning or other laws or governmental regulations limiting the number of persons who may occupy residential dwellings.

2.27 "Tenant" means any person occupying a Residence other than the Owner or his or her immediate family members, whether the person pays rent or not.

ARTICLE III
PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

3.1 Property Subject to the CC&Rs. All the Properties in the Development shall be subject to these CC&Rs.

3.2 Persons Subject to Governing Documents. All present and future Owners, the Owners' family members, Tenants, and guests within the Property shall be subject to, and shall comply with, each and every provision of the Governing Documents, as the same may be amended from time to time. The acceptance of a deed to any Lot, the entering into a lease, sublease or contract of sale with respect to any Residence, or the occupancy of any Lot shall constitute consent and agreement that each and all of the provisions thereof shall be binding upon said person and that said person will observe and comply with the Governing Documents.

3.3 Owners' Nonexclusive Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement for access, use and enjoyment in and to the Common Areas within the Property, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights and restrictions:

(a) The right of the Association to adopt Association Resolutions, Rules, Regulations and Restrictions regulating the use and enjoyment of the Property for the benefit and well-being of the Owners in common, and, in the event of the breach of such rules or any provision of any Governing Documents by any Owner or Tenant, or Owner's or Tenant's guest or invitee, to temporarily suspend the voting rights and/or right to use any Common Area or Common Facilities, by any Owner and/or the Owner's family members, Tenants and guests, subject to compliance with due process requirements.

(b) The right of the Association to reasonably limit the number of guests Owners or residents may invite within the Common Area or Common Facilities.

(c) The right of the Association to perform and exercise its duties and powers as set forth herein

(d) The right of the Association and Owners (or their representatives) to make entry upon and access to slopes and drainage ways located upon or adjoining Lots, when such access is essential for the maintenance or stabilization of slopes or drainage, or both, on such an adjoining Lot, provided requests for entry are made in advance and provided that the Association and/or Owner making such entry assumes liability for any damaged they cause. In case of emergency the right of entry shall be immediate.

(e) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money with the assent of fifty-one percent (51%)

of the voting power of the Members, for the purpose of improving the Common Area and Common Facilities and in aid thereof to mortgage, pledge, deed in trust or otherwise hypothecate said property; provided, however, that the rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder; and further provided that any such indebtedness shall be considered an expense of the Association for purposes of the Special Assessment provisions of these CC&Rs.

(f) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Owners; provided, however, that no such dedication or transfer shall be effective unless (1) a written notice of the proposed dedication or transfer is sent to every Owner not less than fifteen (15) nor more than thirty (30) days in advance, and (2) an instrument, approved by at least fifty-one percent (51%) of the voting power of the Members, and their first mortgagees consenting to such dedication or transfer has been recorded; provided, however, that the dedication or transfer of easements for utilities or for other public purposes consistent with the intended use of the Common Area shall not require the prior approval of the Members. No dedication shall be permitted that impairs the ingress and egress to any Lot. Said instrument may be executed in counterparts so long as each counterpart is in recordable form.

(g) Other rights of the Association, the ARC, the Board of Directors, and the Owners with respect to the Common Area as may be provided for in the Governing Documents.

3.4 Delegation of Use and Leasing of Residences. Any Owner may delegate the Owner's rights to use and enjoy the Common Area and Common Facilities to members of the Owner's immediate family or to the Owner's Tenants or purchasers who reside in the Owner's Residence, provided that any rental or lease may only be for Residential Use and is of a minimum term of one (1) year.

(a) During any period when a Residence, or any portion thereof, has been rented or leased, the Owner-lessor, his or her family, guests and invitees shall not be entitled to use and enjoy the Common Area or Common Facilities, provided that this restriction shall not apply to an Owner-lessor who is contemporaneously residing in any Residence within the Development.

(b) All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of the Governing Documents, all of which shall be deemed incorporated by reference in the lease or rental agreement, and that any failure by the lessee or tenant to comply with the terms of such Governing Documents shall constitute a default under such agreement. Each Owner shall provide any Tenant with a current copy of all Governing Documents and shall be responsible for compliance by the Owner's Tenant, family, guests and invitees with all of the provisions of the Governing Documents during the

Tenant's occupancy and use of the Owner's Residence and Lot.

(c) Association's Power to Evict. Subject to Section 3.6 below, in the event that any Tenant fails to honor the provisions of any Governing Document, the Association shall be entitled to take such corrective action as it deems necessary or appropriate under the circumstances, which may include initiation of an eviction proceeding in accordance with Section 3.7 below or the imposition of fines and penalties against the Owner or Tenant.

(1) Whether or not such right is stated in any rental agreement, every Owner who rents his or her Residence, or any portion thereof, automatically grants to the Association the right to determine a Tenant's default under the Governing Documents and of terminating the tenancy and evicting the Tenant for such default. If the Board takes such eviction action, either in its own name or in the Owner's name, the Owner shall be responsible for all costs thereof, including reasonable attorney's fees, and shall reimburse the Association upon demand for the entire amount of such costs. If the Owner refuses to make such reimbursement, the sums shall be levied as a Special Individual Assessment.

(2) The Association's right to maintain an eviction action hereunder is derived from the California Civil Code Section 5980 and shall only arise if the Tenant's or lessee's conduct involves damage to or destruction of Common Areas, improvements or personal property of the Association, or constitutes a nuisance or unreasonable interference with the quiet enjoyment of other residents, or if such Tenant has occupied the premises without Owner's permission and consent or without a written lease agreement entered into between an Owner and his or her Tenant.

(3) If a Special Individual Assessment is imposed as a result of the conduct of a Tenant, the Tenant agrees to be personally obligated for the payment of such assessments in the event the Owner-lessor fails to pay the assessments prior to the delinquency date. This provision, however, shall not be construed to release the Owner from any obligation, including the obligation to pay any duly imposed Special Individual Assessments, for which such Owner would otherwise be responsible. Any Tenant charged with a violation of the Governing Documents is entitled to the same notice and hearing rights to which the Owner is entitled as provided in Section 3.7 below. Any Owner who shall lease his or her Residence shall be responsible for assuring compliance by the Tenant with the Governing Documents.

(d) Assignment of Rents. In the event of a default by the Owner in the payment of assessments, late charges, fines, and collection costs, the Owner-lessor grants, gives and confers to the Association the right, power and authority to collect the rents from the Tenant, and assigns such rents to the Association to be retained by the Association to pay arrearages and current Assessments. This provision shall not become effective until after the Association has provided the Owner with notice and hearing rights specified in these CC&Rs. After complying with the notice and hearing provisions, the Association shall give written notice to the Tenant that all

future rental payments shall be made to the Association until the arrearages are paid in full and, thereafter, the Tenant shall deduct from the rent the current assessments due for each month and pay that amount directly to the Association to be credited to Owner's account.

(1) Prior to any default in the payment of Assessments, late charges, and fines, the Owner shall retain the right, power and authority to collect and retain all rents collected from his or her Residence.

(2) The Association may exercise its right to collect rents through its Board, managers, agents, attorneys, or through a receiver to be appointed by the Court.

3.5 Owner's Duty to Notify Association of Purchasers, Intent to Sell, and Tenants. Each Owner shall notify the Association in writing of his intention to sell and shall provide the Association with the name of any escrow company and buyer for a pending or proposed sale of his or her Lot. Each Owner shall notify the Secretary of the Association or the Association's property manager, if any, of the names of any purchaser or Tenant of the Owner's Lot.

3.6 Discipline of Tenants. Subject to Section 3.7 below, in the event that any Tenant fails to honor the provisions of any Governing Document, the Association may, but shall not be obligated to, take such corrective action as it deems necessary or appropriate under the circumstances, which may include, but is not limited to, suspension of the Tenant's privileges to use any recreational Common Facilities, or the imposition of fines and penalties against the Owner or Tenant

Any fine or penalty levied pursuant to this section shall be considered a Fine or Penalty, but shall not be enforced by foreclosure of a lien. If a Fine or Penalty is imposed as a result of the conduct of a Tenant, the Tenant agrees to be personally obligated for the payment of such assessments in the event the Owner fails to pay the assessments prior to the delinquency date. This provision, however, shall not be interpreted to release the Owner from any obligation, including the obligation to pay any duly imposed Fine or Penalty for which such Owner would otherwise be responsible.

3.7 Due Process Requirements for Disciplinary Action. Except for circumstances in which immediate corrective action is necessary to prevent damage or destruction to the Property or to preserve the rights of quiet enjoyment of other Owners and Tenants, the Association shall have no right to initiate disciplinary action against an Owner or Tenant on account of the misconduct of the Tenant unless and until the following conditions have been satisfied:

(a) The Owner has received written notice from the Board or an authorized representative of the Association detailing the general nature of the Tenant's alleged infraction or misconduct and advising the Owner of his or her right to a hearing on the matter;

(b) The Owner has been given a reasonable opportunity (normally thirty (30) days) to take corrective action on a voluntary basis or to appear at a hearing, at which the Owner may be accompanied by the Tenant; and

(c) The Owner has failed to prevent or correct the Tenant's objectionable actions or misconduct or evict the Tenant.

3.8 Payment of Assessments and Compliance With Rules. Each Owner shall pay when due each Regular, Special and Special Individual Assessment, and Fine or Penalty levied against the Owner and his or her Lot and shall observe, comply with and abide by any and all Association Resolutions, Rules, Regulations, and Restrictions set forth in, or promulgated by, the Association pursuant to any Governing Documents for the purpose of protecting the interests of all Owners or protecting the Common Area and Common Facilities.

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

3.10 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 Section shall apply to all obligations, duties and responsibilities of Owners as set forth in these CC&Rs, including, without limitation, the payment of all Assessments.

3.11 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 these CC&Rs.

3.12 Termination of Obligations. Upon the conveyance, sale, assignment or other transfer of a Lot to a new Owner, the Owner-transferor shall not be liable for any Assessments levied with respect to such Lot which become due after the date of recording of the deed evidencing said transfer and, upon such recording, all Association membership rights possessed by the Owner-transferor by virtue of the ownership of said Lot shall cease.

3.13 Security

(a) Owners and occupants of a Lot, and their respective Tenants and invitees, are responsible for their own personal safety and the security of their property in the Development. The Association shall not in any way be considered an insurer or guarantor of safety or security within the Development, nor shall the Association be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) No representation or warranty is made that any systems or measures, including any mechanism, gate, or other system for limiting access to the Development, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its Tenants and all occupants of its Lot that the Association, its Board and committees, are not insurers or guarantors of safety and security and that each person within the Development assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots and Residences, resulting from acts of third parties.

ARTICLE IV HOMEOWNERS ASSOCIATION

4.1 Association Membership. Every Owner of a Lot shall be a Member of the Association and shall hold one membership in the Association for each Lot owned. The membership shall be appurtenant to such Lot. The foregoing is not intended to include persons or entities holding an interest in such Lot merely as security for the performance of an obligation.

4.2 Single Class of Membership. The Association shall have one class of membership. The rights, duties, obligations and privileges of the Members shall be as set forth in the Governing documents.

4.3 Voting Rights of Members. Each Member of the Association shall be entitled to one vote for each Lot owned by said Member. When more than one person holds an interest in any Lot, all such persons shall be Members, although in no event shall more than one vote be cast with respect to any Lot. Voting rights may be temporarily suspended pursuant to the provisions of the Governing Documents for non-payment of Assessments and other violations of the Governing Documents.

4.4 Assessments. The Association shall have the power to establish, fix and levy Assessments against the Owners of Lots within the Development and to enforce payment of such Assessments in accordance with the provisions of these CC&Rs.

4.5 Transfer of Memberships. Membership in the Association shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale or encumbrance of the Lot to which it is appurtenant and then only to the purchaser. In the case of a sale, membership passes automatically to the purchaser upon recording of a deed evidencing transfer of title to the Lot. In the case of an encumbrance of such Lot, a mortgagee does not have membership rights until he or she becomes an Owner by foreclosure or deed in lieu thereof. Tenants who are delegated rights of use pursuant to Article III, Section 3.4, hereof do not thereby become Members, although the Tenant and members of the Tenant's family shall, at all times, be subject to the provisions of all Governing Documents. Any attempt to

make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in the Owner's name to the purchaser of his or her Lot, the Association shall have the right to record the transfer upon its books and thereupon any other membership outstanding in the name of the seller shall be null and void.

4.6 Powers and Authority of the Association.

(a) Powers Generally. The Association shall have the responsibility of managing and maintaining the Common Areas and Common Facilities and discharging the other duties and responsibilities imposed on the Association by the Governing Documents. In the discharge of such responsibilities and duties, the Association shall have all of the powers of a non-profit mutual benefit corporation organized under the laws of the State of California in the ownership and management of the Property and the discharge of its responsibilities hereunder for the benefit of its Members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Association and its Board of Directors shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of the Governing Documents, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. The specific powers of the Association and the limitations thereon shall be as set forth in the Bylaws.

(b) Association's Limited Right of Entry. The Association, and/or its agents, shall have the right, when necessary, to enter any Lot to perform the Association's obligations under these CC&Rs, including:

(1) Exterior maintenance or repair obligations, if any, on individual Lots within the Development;

(2) Obligations to enforce the Governing Documents;

(3) Any obligations with respect to construction, maintenance and repair of adjacent Common Area or Common Facilities; or

(4) After fifteen (15) days written notice, to make necessary repairs that an Owner has failed to perform which, if left undone, will pose a threat to, or cause an unreasonable interference with Association property or the Owners in common, including entry to perform maintenance of landscaping.

The Association's rights of entry under this paragraph (b) shall be immediate in case of an emergency originating in or threatening the Lot where entry is required, or any adjoining Lot or Common Area or Common Facility, and the Association's work may be performed under such circumstances whether or not the Owner or his or her Tenant is present. The Association or any person authorized by

the Association may also enter any Residence in the event of any emergency involving illness or potential danger to life or property. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association unless covered by insurance carried by the Owner.

In all non-emergency situations, the Association or its agents shall furnish the Owner and his or her lessee with at least seventy-two (72) hours written notice of its intent to enter the Lot, specifying the purpose and scheduled time of such entry and shall make every reasonable effort to perform its work and schedule its entry in a manner that respects the privacy of the persons residing within the Lot. In no event shall the Association's right of entry, for non-emergency situations, be construed to permit the Association or its agents to enter any Residence without the Owner's express permission.

(c) **Enforcement of Association's Rights.** The Association shall have the right to institute, defend, settle or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the Owners, in matters pertaining to the following:

(1) Enforcement of these CC&Rs, the Articles, Bylaws and Association Resolutions, Rules, Regulations and Restrictions, and Architectural Guidelines.

(2) Damage to the Common Area.

(3) Damage to the Lots that the Association is obligated to maintain or repair.

(4) Damage to the Lots that arises out of, or is integrally related to, damage to the Common Area or Lots that the Association is obligated to maintain or repair.

4.7 Association's Maintenance Responsibility. The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of the Common Area and Common Facilities and to keep same in good order and repair. No person other than the Association or its duly authorized representatives 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.

Without limiting the foregoing, the Association shall be responsible for:

(a) The maintenance, reconstruction, replacement, or refinishing of any Common Facility or other Common Area Improvements.

(b) The maintenance, construction, reconstruction, replacement, refinishing of any surface upon any portion of Common Area.

(c) The maintenance, replacement and planting of Common Area hardscape, trees, shrubs, ground covering and other vegetation, and the maintenance and replacement of Common Area irrigation equipment, debris-detention basins and utilities.

(d) The placement, maintenance and replacement of such signs as the Association may deem necessary for the identification of the Association, the regulation and use of Common Area and Common Facilities and for the health, welfare and safety of Owners, Tenants and guests. Any such signs to be placed within the street area shall be subject to city and county approval.

4.8 Association Resolutions, Rules, Regulations and Restrictions.

(a) Rule-Making Power. The Board may, from time to time and subject to the provisions of these CC&Rs, by a majority vote of the Board propose, enact and amend or repeal reasonable Association Resolutions, Rules, Regulations, and Restrictions of general application to the Owners and Tenants and Lessees of Residences within the Property. Such rules may concern, but are not be limited to:

(1) Matters pertaining to the management, regulation, and use of the Common Area and Common Facilities by Owners, their Tenants, guests and invitees, or any other person(s) who have rights of use and enjoyment of such Common Area and Common Facilities;

(2) Use of a separate interest, including any aesthetic or architectural standards and control;

(3) Member discipline, including any schedule of monetary penalties for violation of the governing documents, and any procedure for the imposition of penalties and the conduct of disciplinary proceedings;

(4) Standards for delinquent assessment payment plans and procedures for resolution of assessment disputes;

(5) Restrictions of pet ownership and regulation of same within the Common Facilities;

(6) Restrictions on parking and the type or types of vehicles which may be permitted to park within the Development; and

(7) Any other subject or matter within the jurisdiction of the Association as provided in the Governing Documents, as may be deemed prudent and appropriate.

Notwithstanding the foregoing grant of authority, the Association

Resolutions, Rules, Regulations, and Restrictions shall not be inconsistent with or materially alter any provision of the other Governing Documents. In the event of any material conflict between any Association Rule and any provision of the other Governing Documents, the conflicting provisions contained in the other Governing Documents shall be deemed to prevail as set forth in Article I hereof.

(b) Adoption and Amendment of Rules.

(1) Notice. The Board shall provide written notice of a proposed rule change to the Members at least 30 days before making the rule change. The notice shall include the text of the proposed rule change and a description of the purpose and effect of the proposed rule change. Notice is not required under this subdivision if the Board determines that an immediate rule change is necessary to address an imminent threat to public health or safety or imminent risk of substantial economic loss to the Association.

(2) Adoption. A decision on a proposed rule change shall be made at a meeting of the Board, after consideration of any comments made by Association Members.

(3) Distribution of Rules. As soon as possible, but not more than fifteen (15) days after making a rule change, the Board shall mail or otherwise deliver notice of the rule change to each Owner and Tenant or Lessee. If the rule change was an emergency rule change made under paragraph (4) below, the notice shall include the text of the rule change, a description of the purpose and effect of the rule change, and the date that the rule change expires.

(4) Emergency Rule Change. If the Board determines that an immediate rule change is required to address an imminent threat to public health or safety, or an imminent risk of substantial economic loss to the Association, it may make an emergency rule change without prior notice to the Members. An emergency rule change is effective for one hundred twenty (120) days, unless the rule change provides for a shorter effective period. An emergency rule change may not be readopted as an emergency rule change.

(c) Reversal of Rule Change. A rule change reversed under this section may not be readopted for one year after the date of the meeting or vote by written ballot reversing the rule change. The Board may adopt a different rule on the same subject as the rule change that has been reversed.

(1) Five percent (5%) or more of the Members may call for a special meeting to reverse a rule change, other than an emergency rule change made under paragraph B(4) above.

(2) A special meeting of the Members for the purpose of reversing a rule change may be called by delivering a written request to the President or

Secretary of the Board not more than thirty (30) days after notification of the rule change, after which the Board shall deliver notice of the meeting to the Members and hold the meeting in conformity with Corporations Code Section 7511. In lieu of calling a special meeting, the Board may distribute a written ballot to each Member in conformity with the Bylaws.

(3) The rule change may be reversed by the affirmative vote of a majority of the votes represented and voting at a duly held meeting at which a quorum is present.

(4) As soon as possible, but not more than fifteen (15) days, after the close of voting, the Board shall mail or otherwise deliver notice of the results to each Owner and Tenant or Lessee.

(d) All rules must be in writing. Any duly adopted rule or amendment to the Association Resolutions, Rules, Regulations and Restrictions shall become effective immediately following the date of adoption and distribution by the Board to the Owners and Tenants or Lessees.

4.9 Breach of Rules or Restrictions. Any breach of the Association Resolutions, Rules, Regulations, and Restrictions or of any other Governing Document provision shall give rise to the rights and remedies set forth in these CC&Rs.

4.10 Limitation on Liability of Association's Directors and Officers.

(a) Claims Regarding Breach of Duty. No director, officer, committee members, employee or other agent of the Association shall be personally liable to any of the Association's Members, or to any other party, including the Association, for any act, error, negligence or omission in the discharge of their duties and responsibilities or for their failure to provide any service required hereunder or under the Bylaws, provided that such director or officer has, upon the basis of such information as may be possessed by the director or officer, acted in good faith, in a manner that such person believed to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(b) Other Claims Involving Tortious Acts and Property Damage. No person who suffers bodily injury (including, without limitation, emotional distress or wrongful death) and/or property damage as a result of the tortious act or omission of a volunteer member of the Board or officer of the Association shall recover damages from such Board member or officer if all of the following conditions are satisfied:

(1) The act or omission was performed within the scope of the volunteer Board member's or officer's Association duties;

(2) The act or omission was performed in good faith;

(3) The act or omission was not willful, wanton, or grossly negligent;

(4) The Association maintained and had in effect at the time the act or omission occurred and at the time a claim was made one or more policies of insurance that include coverage for general liability of the Association in a sum not less than \$3,000,000 and individual liability of the officers and directors of the Association for negligent acts or omissions in their official capacities, with minimum coverage of insurance being not less than \$1,000,000.

(A) The payment of actual expenses incurred by a Board member or officer in the execution of that person's Association duties shall not affect that person's status as a volunteer Board member or officer for the purposes of this section.

(B) The provisions of this paragraph (B) are intended to reflect the protections accorded to volunteer directors and officers of community associations under Civil Code Section 5800 and comparable law.

ARTICLE V ASSESSMENTS AND FINES AND PENALTIES

5.1 Covenant to Pay Assessments. Each Owner by acceptance of the deed to the Owner's Lot is deemed to covenant and agree, to pay to the Association Regular, Special, and Special Individual Assessments, and Fines and Penalties levied pursuant to the provisions of these CC&Rs. A Regular, Special, or Special Individual Assessment, Fines and Penalties, late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article, shall be a debt of the Owner of the Lot at the time the assessment or other sums are levied. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Area or abandonment of the Owner's Lot.

(a) All Assessments, Fines and Penalties, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a debt and a personal obligation of the persons who were the Owners of the Lot at the time the Assessment was levied. Each Owner who acquires title to a Lot (whether at judicial sale, trustee's sale or otherwise) shall be personally liable only for Assessments attributable to the Lot so purchased which become due and payable after the date of such sale, and shall not be personally liable for delinquent Assessments of prior Owners unless the new Owner expressly assumes the personal liability. Any unpaid Assessment of a previous Owner shall remain the debt of such previous Owner against whom it was assessed.

(b) All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a charge

on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Any lien for unpaid Assessments created pursuant to the provisions of this article may be subject to foreclosure as provided in these CC&Rs.

5.2 Purpose of Assessments and Fines and Penalties. The assessments and fines levied by the Association shall be used exclusively to promote, protect, enhance and maintain the recreation, health, safety and welfare of the residents in the Development and for the improvement, maintenance, replacement, repair and operation of the Common Area, Common Facilities, and the improvements and personal property in the Common Area that are owned or maintained by the Association, as set forth in these CC&Rs, and to further any other purpose that is for the common benefit of the Owners in their use and enjoyment of the Development.

5.3 Regular Assessments.

(a) Establishment of Regular Assessments. Not less than thirty (30) nor more than ninety (90) days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated Common Expenses for the next succeeding fiscal year, including additions to any reserve fund, by preparing and distributing to all Members a budget satisfying the requirements of the Bylaws and these CC&Rs. 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) Membership Approval Requirements for Assessments Over Limits. 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 otherwise provided in these CC&Rs, 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.

(c) 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 shall not apply to assessment increases necessary to address emergency situations. For purposes of this Paragraph, an emergency situation is defined in Civil Code Section 5605(b), which includes 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 Lots 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 Lots 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 Paragraph (a) above, provided that, prior to the imposition or collection of an assessment under this Subparagraph (3), 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 Members together with the notice of assessment.

5.4 Assessment Period. The fiscal year for the Association shall be a calendar year, unless the Board decides otherwise. The regular assessment period shall commence on January 1 and terminate on December 31, of each year.

5.5 Mailing Notice of Assessment. The Board of Directors shall mail to each Owner at the street address of the Owner's Lot, or at such other address as the Owner may from time to time designate in writing to the Association, a statement of the amount of the Regular Assessment for the next succeeding fiscal year no less than thirty (30) nor more than ninety (90) days prior to the beginning of the next fiscal year.

5.6 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 for that year, shall be assessed against each Owner and his or her Lot on account of the then current fiscal year, and installment payments (as hereinafter provided) based upon such automatic Assessment shall be payable on the regular payment dates established by the Association.

5.7 Installment Payment of Assessments. The Regular Assessment levied against each Owner and his or her Lot shall be due and payable in advance to the Association in equal monthly installments on the first day of each month or on such other date or dates as may be established from time to time by the Board of Directors. Installments of Regular Assessments shall be delinquent if not paid by the due date established by the Association Delinquency Policy.

5.8 Equal Assessments. Assessments shall be allocated among, assessed against, and charged to each Owner so that each Lot bears an equal share of the total Assessment, whether a Regular or Special Assessment.

5.9 Reserve Funds.

(a) Each annual regular assessment shall include a portion for reserves

in such amounts as the Board in its discretion considers appropriate to meet the cost of the future repair, replacement, or additions to the major components of the Common Area Improvements and Common Facilities that the Association is obligated to maintain and repair. Reserve funds shall be deposited in a separate account and the signatures of at least two persons who shall be Members of the Board shall be required to withdraw money from the reserve account. Except as provided below, no money shall be transferred from a reserve fund to the Association's general operating fund and reserve funds may not be expended for any purpose other than the repair, restoration, replacement, or maintenance of major components that the Association is obligated to maintain or as otherwise permitted in the Davis-Stirling Common Interest Development Act.

(b) Notwithstanding the foregoing, the Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short term cash flow requirements or other expenses, provided the Board has made a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the reserve fund. The transferred funds shall be restored to the reserve fund within one (1) year of the date of the initial transfer, except that the Board may temporarily delay the restoration, on the making of a finding supported by documentation that a temporary delay is in the best interest of the Association. The Board shall exercise prudent fiscal management in delaying restoration of these funds and in restoring the expended funds to the reserve accounts, and shall, if necessary, levy a Special Assessment to recover the full amount of the expended funds within the time limits required by Civil Code Section 5515. This Special Assessment is subject to the limitation imposed by Civil Code Section 5600 and the restrictions imposed herein. The Board may, at its discretion, extend the date the payment on the Special Assessment is due. Any extension shall not prevent the Board from pursuing any legal remedy to enforce the collection of any unpaid Special Assessment.

(c) When the decision is made to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation, the Association shall notify the Members of the Association of that decision in the next available mailing to all Members pursuant to Corporations Code Section 5016, and of the availability of an accounting of those expenses. The Association shall make an accounting of expenses related to the litigation on at least a quarterly basis. The accounting shall be made available for inspection by Members of the Association at the Association's office.

5.10 Special Assessments.

(a) Purposes for Which Special Assessments May Be Levied. Subject to the membership approval requirements set forth in Paragraph B below, the Board of Directors shall have the authority to levy Special Assessments against the Owners and their Lots for the following purposes:

(1) Regular Assessment Insufficient in Amount. If, at any time, the

Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for said fiscal year, or that available funds are or will become inadequate to meet the estimated expenses of the Association, including the maintenance of appropriate reserves, or any other reason, then the Board of Directors shall levy and collect a Special Assessment for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder.

(2) Capital Improvements. The Board may also levy Special Assessments for additional capital improvements within the Common Area (i.e., improvements not in existence on the date of these CC&Rs that are unrelated to repairs for damage to, or destruction of, the existing Common Facilities).

(3) Loan Repayments. The Board may levy Special Assessments to repay disaster loans or loans obtained for the purpose of repairing Common Area or Common Facilities or financing litigation.

(b) Special Assessments Requiring Owner Approval. No Special Assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for the fiscal year in which the Special Assessment(s) is levied shall be made without the vote or written assent of Owners, constituting a quorum, casting a majority of the votes at a meeting or election of the Association, provided that this membership approval requirement shall not apply to any Special Assessment levied to address "emergency situations" as defined in these CC&Rs.

(c) Special Assessments for purposes described in this Section shall be due as a separate debt of the Owner and a lien against his or her Lot.

5.11 Special Individual Assessments.

(a) Circumstances Giving Rise to Special Individual Assessments. In addition to the Special Assessments levied against all Owners in accordance with Section 5.10, above, the Board of Directors may impose Special Individual Assessments against an Owner in any of the following circumstances, after the Owner has been given the notice and hearing rights to which the Owner is entitled, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Association's Governing Documents:

(1) Damage to Common Area or Common Facilities. In the event that any damage to, or destruction of, any portion of the Common Area or the Common Facilities, including any portion of the Lots or Residences which the Association is obligated to repair and maintain, is caused by the willful misconduct or negligent act or omission of any Owner, any member of his or her family, or any of his or her Tenants, guests, servants, employees, or invitees, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith shall be assessed and charged solely to and against such Owner as a Special Individual

Assessment.

(2) Expenses Incurred in Gaining Member Compliance. In the event that the Association incurs any costs or expenses, to accomplish: (A) any repair, maintenance or replacement to any portion of the Property that the Owner is responsible to maintain under the Governing Documents but has failed to undertake or complete after fifteen (15) days written notice; or (B) to otherwise bring the Owner, the Owner's Tenant, and/or his or her Lot or Residence into compliance with any provision of the Governing Documents, the amount incurred by the Association (including fines and penalties, accounting fees, management fees, court costs and reasonable attorney's fees (including those incurred prior to filing a lawsuit)) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(3) Required Maintenance on Lots. As more particularly provided in Article VII "Use of Properties and Restrictions" (and without limiting the generality of that Article), 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, dilapidated or inoperable automobiles, animal waste, or improper weed or vegetation control, or otherwise violate any section of Article VII of these CC&Rs, and/or violation of any requirement of the Governing Documents, the Association shall have the right to enter said Lot, correct the offensive or hazardous condition and recover the cost of such action through imposition of a Special Individual Assessment against the offending Owner.

(b) Levy of Special Individual Assessment and Payment. Once a Special Individual Assessment has been levied against an Owner for any reason described, notice of such Special Individual Assessment shall be mailed to the affected Owner and the Special Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within thirty (30) days after the mailing of notice of the Assessment, or within such other time period as the Board may determine.

5.12 Maintenance of Assessment Funds. All sums received or collected by the Association from Assessments, together with any interest or late charges thereon, shall be promptly deposited in one or more insured checking, savings or money market accounts in a federally insured bank or financial institution selected by the Board of Directors which has offices located within the State of California. In addition, the Board shall be entitled to make prudent investments of reserve funds in insured certificates of deposit, money market funds or similar investments consistent with the investment standards normally observed by trustees.

5.13 Collection of Assessments; Enforcement of Liens.

(a) Delinquent Assessments. If any installment payment of a Regular Assessment or lump sum or installment payment of any Special Assessment, Special Individual Assessment or Emergency Assessment assessed to any Owner is not paid

within fifteen (15) days after the same becomes due, such payment shall be delinquent and may, at the Board's election, bear interest at the rate of twelve percent (12%), or any other percentage provided by law, per annum beginning thirty (30) days after the due date until the same is paid. In addition to the accrual of interest, the Board of Directors is authorized and empowered to impose a late charge for any delinquent Assessments not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater, or such other amount as provided by law.

(b) Effect of Nonpayment of Assessments.

(1) Creation and Imposition of a Lien for Delinquent Assessments.

As more particularly provided in Civil Code Section 5740(b) or comparable superseding statute(s), the amount of any delinquent Regular Assessment, Special Assessment, Special Individual Assessment (subject to limitations of this Article), or Emergency Assessment, together with any late charges, interest and costs (including reasonable attorneys' fees) shall become a lien upon the Residence of the Owner so assessed when the Association causes to be recorded, in the Office of the County Recorder, a Notice of Delinquent Assessment (or equivalent) executed by the Board or an representative of the Association authorized by the Board. The Association shall record the lien in accordance with and pursuant to applicable statutory law.

(2) Remedies Available to the Association to Collect Assessments.

After the expiration of the statutory time period, prescribed by applicable law, following the recording of Notice of Delinquent Assessment, the Association may initiate legal action against the Owner personally obligated to pay the delinquent Assessment for a money judgment and/or foreclosure of said lien against the Owner's Residence, or accept a deed in lieu of foreclosure, in a manner consistent with applicable statutory law. Foreclosure by the Association of said lien may be by judicial or non-judicial foreclosure.

5.14 Limitation on Right to Lien Lots for Special Individual Assessments. A Special Individual Assessment imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair or damage to any Common Area or Common Facility for which the Member or the Member's guest or Tenant were responsible may become a lien against the Member's Lot enforceable by the sale of the Lot pursuant to Civil Code Sections 2924, 2924b, and 2924c.

However, other Fines or Penalties imposed by the Association pursuant to above Section 5.11(a)(2), as a disciplinary measure for failure of a Member to comply with the Governing Documents, such as for Penalties or Fines, pursuant to these CC&Rs and/or Civil Code Section 4820, except for late payment penalties for delinquent Assessments, may not be characterized nor treated as an Assessment that may become a lien against the Member's Lot that is enforceable by sale pursuant to Civil Code Sections above. Special Individual Assessments relating to delinquent Assessments shall be subject to imposition of a lien and enforceable through foreclosure or sale under a power of sale for failure of an Owner to pay such

Assessment, all as more particularly provided in herein.

5.15 Waiver of Exemptions. Each Owner, to the extent permitted by law, waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed against the Owner's Lot.

5.16 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 these CC&Rs.

5.17 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (a) the Association is not properly exercising its duties and powers as provided in these CC&Rs; (b) a Member has made or elects to make no use of the Common Areas or Common Facilities; or (c) any construction or maintenance performed or not performed by the Association shall in any way postpone Assessments or entitle a Member to claim any such offset or reduction.

ARTICLE VI ARCHITECTURAL CONTROL

6.1 Architectural Control. Except for the purposes of proper maintenance and repair, and except as otherwise permitted hereunder, no Owner shall build, erect, construct, or otherwise install any Improvement on his or her Lot, nor shall any Owner paint the exterior of his or her Residence or other Improvements, without the prior express written consent of the Board of Directors, nor until all requirements which may be imposed by the County and/or City have been satisfied, and the plans and specifications showing the nature, kind, color, shape, dimensions, materials and location of same have been submitted to and approved by the Board in writing as to harmony of external design and location in relation to surrounding structures and to topography, as provided herein.

However, any Improvement may be repainted or repaired without specific approval so long as the Improvement is repainted the identical color which it was last painted, or the Improvement is restored to the original aesthetic appearance.

For the purposes of this Article, the term "exterior" shall mean any outside wall, outside surface, roof, or other outside structure, or ancillary object of said Residence that is visible to other Owners of other properties in the Association and/or to the public. Such ancillary objects within the scope of architectural control are, but not limited to, walkways, siding, outside doors, patios, patio covers, storage sheds, rain gutters, private pools, private spas, windows, air conditioners, shutters, awnings,

screens, fences, antennas, or exterior wiring.

6.2 Architectural Review Committee. The Board of Directors shall establish and provide for an Architectural Review Committee, sometimes referred to herein as the "ARC." The ARC shall have the obligation and duty to consider and act upon any and all plans and specifications submitted for its review in accordance with the requirements of these CC&Rs, and shall provide recommendations to the Board for approval, conditional approval or denial of said submitted plans and specifications. The Committee shall perform such other duties as from time to time shall be assigned to it by the Board, including adopting, amending, or repealing Architectural Rules and Guidelines, (which are reasonable standards against which to examine any request made pursuant to this Article, in order to ensure that the proposed plans conform harmoniously to the exterior design and existing materials of the buildings on the Properties), inspecting construction in progress to assist the owner to assure its conformance with plans and specification that were approved by the Board of Directors, performing other duties delegated to it by the Board of Directors, and to carry out all other duties imposed upon it by these CC&Rs. The Board of Directors shall appoint or remove any number of members as necessary to fulfill the duties and obligations of the committee. Persons appointed to the ARC shall be from the membership of the Association. However, one Board member will serve as Architectural Review Committee Chairperson.

6.3 Compensation of ARC Members. Unless the members of the ARC are professional consultants hired to perform review services, the members of the ARC shall receive no compensation for services rendered, other than Board preapproved reimbursement for actual expenses incurred by them in the performance of their duties specified hereunder.

6.4 Meetings of the ARC. The ARC shall meet from time to time as necessary or as directed by the Board to perform its duties specified hereunder.

6.5 Scope of Review.

(a) The ARC shall review and forward to the Board a recommendation to approve, conditionally approve, or deny approval, all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Properties generally. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, hardscape, color schemes, exterior finishes and materials and similar features. Improvements to the Common Area or Common Facilities do not fall within the purview of the ARC.

(b) The ARC's recommendation shall be based solely on the considerations set forth in this Article, and the ARC or the Board of Directors shall not be responsible for reviewing, nor shall the approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance

with building or other codes. The ARC may consider the impact of views from other Lots or Residences and reasonable privacy right claims as factors in reviewing, any proposed hardscape, construction or other Improvement. However, no Lot or Residence is guaranteed the existence or unobstructed continuation of any particular view.

(c) Each Owner shall be responsible for obtaining all necessary permits and for complying with all City and County requirements with respect to the implementation of such plans.

6.6 Requests for Architectural Review. Any Owner desiring to make Improvements shall submit a request to the Board of Directors or ARC at least thirty (30) days prior to beginning any work. The Owner submitting such request together with plans and specifications ("Applicant") shall obtain a written receipt thereof from the management company representative, or other authorized agent of the Board. Until changed by the Board, the address for submission of such plans and specifications shall be the property management office of the Association. An updated copy of any rules or regulations established by the ARC shall be kept at the property management office of the Association and shall be made available to any Owner requesting such rules during normal business hours. They will also be posted on the Association website, if any. Any application submitted pursuant to this Section shall be deemed denied, unless written approval or a request for additional information or materials by the Board of Directors shall have been provided to the applicant.

6.7 Plans and Specifications. The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, landscape plans, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors, and may require that plans and specifications be submitted in one or more stages. It is expressly agreed that the Committee shall be entitled to make subjective judgments and to consider the aesthetics of a proposal when considering an Owner's request, so long as the committee acts reasonably and in good faith.

(a) The term "plans and specifications" as used in this Article include:

(1) A professionally prepared plot plan, which indicates: (A) the size of the Lot; (B) Lot contour lines; (C) the location of all existing and proposed Improvements; (D) setbacks from Lot lines of all existing and proposed Improvements; (E) the proposed drainage plan for the Lot, as improved; and (F) the location of all proposed utility installations.

(2) A professionally prepared (prepared by an architect or licensed building designer) set of plans showing all: (A) elevations (including foundation); (B) floor plans; (C) location of all heating and/or cooling equipment; (D) decking; (E) screening devices; and (F) retaining walls.

(3) Description of exterior materials (if not included with above plans) and samples of roofing material and exterior colors, if appropriate.

(4) The Owner's proposed construction schedule, considering milestones, for Association approvals, City or County permits, material delivery, phased installation, and such other details, necessary to complete the Improvement.

(b) If the contemplated Improvement is of a nature that does not merit extensive plans and specifications, the ARC may, but shall not be obligated to, waive or modify any of the above plan and specification requirements upon receipt of a written request from the applicant to do so. All cost incurred with providing required plans shall be the responsibility of the Owner.

6.8 Architectural Approval Recommendation. The ARC shall recommend to the Board of Directors for approval those plans and specifications submitted for its review only if it deems:

(a) That the installation, construction, alterations or additions contemplated thereby in the locations indicated are of a quality of workmanship and materials as similar Improvements to the Properties, will not be detrimental to the appearance of the surrounding areas of the Development as a whole and will not interfere with the reasonable enjoyment of any other Owners or his or her property; and,

(b) That the appearance of any structure affected thereby will be in harmony with the external design of surrounding structures, including size, and with the natural topography and hardscape within the Development, considering the location of the proposed Improvement with respect to topography and other structures and finished grade elevation, the nature of other Improvements in the area, other land uses in the area, the adequacy of site dimensions and all other criteria which, in the opinion of the ARC, should be evaluated in making such determination; and

(c) That the installation or construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Common Area or the enjoyment thereof by the Members.

6.9 Use of Precedent Not a Factor. The ARC shall be entitled to determine that a proposed Improvement or component thereof is unacceptable when proposed on a particular Lot, even if the same or a similar Improvement or component has previously been approved for use at another location within the Development, if factors such as drainage, topography or visibility from roads, Common Areas, Common Facilities or other Lots or prior adverse experience with the product or components used in construction of the Improvement, design of the Improvement or its use at other locations within the Development, militate against erection of the Improvement or use of a particular component thereof on the Lot as described in the Owner's submittal.

6.10 Architectural Recommendation. It is the duty of the Architectural Review Committee to make specific recommendations upon Improvement requests to the Board of Directors. It is the Board of Directors that decides the final approval, or denial, of an Owner's request for Improvement.

(a) The ARC may condition its recommendation of proposals or plans and specifications for any Improvement:

(1) Upon the Applicant furnishing the Association with a bond or other security acceptable to the Association in an amount reasonably sufficient to:

(A) Assure the completion of such Improvement or the availability of funds adequate to remedy any nuisance or unsightly conditions occurring as a result of the partial completion of such Improvement; and

(B) To protect the Association and the other Owners against any mechanic's lien or other encumbrance which may be Recorded against the Properties as a result of such work;

(2) On such changes therein as it deems appropriate;

(3) Upon the Applicant's agreement to complete the proposed work within a stated period of time; or

(4) All of the above, and may require submission of additional plans and specifications or other information prior to recommending material submitted.

(b) The ARC may further condition its recommendation of proposals or plans and specifications for any Improvement upon the Applicant furnishing the Association with proof that the Owner's contractor: (1) maintains liability and workers' compensation insurance; (2) names the Association as an additional insured; and (3) otherwise maintains insurance acceptable to the Association in an amount reasonably sufficient to protect the Association, Board of Directors, and its agents from liability.

6.11 Architectural Approval.

(a) Recommendations of the ARC and the reasons therefore shall be communicated by the ARC to the Board of Directors, and in-turn, to the Applicant at the address set forth in the application for approval, within a period not to exceed thirty (30) days after receipt by the ARC or Board of all materials requested or required by this Article. Any application submitted pursuant to this Section shall be deemed denied, unless written approval or a request for additional information or materials by the Board of Directors shall have been provided to the applicant within a period not to exceed thirty (30) days after the date of receipt by the ARC of such application or request for additional information. Upon an applicant's submittal of additional

information, a new thirty (30) day period begins. The Applicant shall meet any review or permit requirements of the City or County prior to making any alterations or Improvements permitted hereunder.

(b) Final approval by the majority of the Board of Directors shall be issued in writing under the following conditions which shall be affixed as a legend to the approved plans in substantially the following form:

"Approval of these plans relates solely to the architectural design and scheme thereof, and no representations are made nor any responsibility assumed by the Association regarding the legality or structural quality or soundness of the work proposed. It shall be the sole responsibility of the Owner, the Owner's architect and Owner's builder to examine the Lot and to undertake adequate structural design for all Improvements and thereafter to construct and maintain the Improvements in accordance with the approved plans, and applicable governmental codes, laws, ordinances and regulations. Approval of these plans does not alter or modify Owner's obligation to comply with all established building requirements specified in the Association's Governing Documents for the Lot and with all laws, ordinances, resolutions, rules and regulations now or hereafter made by any governmental authority affecting the Lot. In case of any conflict between the same, the stricter requirement shall apply. Work must commence within ninety (90) days from the date of approval and completed within six (6) months"

(c) In those instances where a scheduled meeting cannot be convened within the timeframes of this Section, the Chairman of the Architectural Committee may approve, conditionally approve, or deny an Applicant's request.

6.12 Proceeding With Work. Upon receipt of written approval of an Improvement from the Board of Directors, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement of construction and excavation, if required, pursuant to said approval. In all cases, work on an Improvement shall commence within ninety (90) days from the date of such approval. If the Owner fails to comply with this paragraph, any approval given pursuant to this Article shall be deemed revoked unless the ARC, upon written request of the Owner prior to the expiration of the initial ninety (90) day commencement of work period, extends the time for commencement or completion. No such extension shall be granted except upon a finding by the ARC that there has been no change in the circumstances upon which the original approval was granted and that the Owner has bona fide intention and ability to complete the Improvement within the time specified in the extension request.

6.13 Inspection of Work. The ARC or its duly authorized representative may at any time inspect any work for which approval of plans is required under this Article, which right to inspect shall include the right to require any Owner to take such action

as may be necessary to remedy any Noncompliance with the approved plans for the Improvement or with the requirements of these CC&Rs.

(a) During the course of construction, representatives of the ARC shall have the right to inspect the jobsite to confirm that the Improvement is proceeding in accordance with the approved plans and specifications. If the ARC finds that the Improvement is not proceeding in substantial compliance with the Owner's approved plans, then the ARC or Board of Directors shall give the Owner a written Notice of Noncompliance detailing those aspects of the Improvement that must be modified, completed or corrected. If the violation or nonconforming work is not corrected, the Association shall have the enforcement rights and remedies set forth in this Article

(b) Upon the completion of any work of Improvements for which approval is required under this Article, the Owner shall provide the Board of Directors a written Notice of Completion. If the Notice of Completion is not delivered to the Board within fifteen (15) days of completion, the Improvement will not be deemed to have been constructed in accordance with the approved plans for the Association, and the Association shall have the enforcement rights and remedies set forth in this Article.

(c) Within forty-five (45) days thereafter of receiving the Notice of Completion, the ARC, or its duly authorized representative, may inspect the Improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the approved plans.. If the ARC finds that the Improvement was not erected, constructed or installed in substantial compliance with the Owner's approved plans, then within the forty-five (45) day inspection period the ARC or Board of Directors shall give the Owner a written Notice of Noncompliance detailing those aspects of the Improvement that must be modified, completed or corrected. If the violation or nonconforming work is not corrected, the Association shall have the enforcement rights and remedies set forth in this Article

6.14 Time Limit for Inspection. If for any reason the ARC fails to notify the Owner of any Noncompliance within forty-five (45) days after receipt of the Owner's Notice of Completion, the Improvement shall be deemed to have been constructed in accordance with the approved plans for the Association, unless it can be demonstrated that the Owner knew of the Noncompliance and intentionally misled the ARC with respect thereto. In such case, this time limit for inspection and notification by the ARC shall be extended indefinitely

6.15 Failure to Complete Work. Unless the Owner has been granted an extension of time to complete the Improvement by the Board of Directors, construction, reconstruction, refinishing or alteration of any such Improvement must be completed within six (6) months after construction has commenced. If the Owner fails to comply with this section, the ARC shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of the Article as though the failure to complete the Improvement was a Noncompliance with approved plans.

6.16 Remedy for Noncompliance. If an Owner fails to remedy any Noncompliance within thirty (30) days from the date of notification from the ARC, the ARC shall notify the Board in writing of such failure. Upon Notice and Hearing, as provided in these CC&Rs and in the Bylaws, the Board shall determine whether there is a Noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a Noncompliance is deemed to exist, the Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Board, at its option, may Record and/or issue Owner a Notice of Noncompliance and commence a lawsuit for damages or injunctive relief, as appropriate, to remedy the Noncompliance.

6.17 Variances. The ARC may consider variances from compliance with any of the architectural provisions of these CC&Rs or the applicable Architectural Rules and Guidelines, including without limitation, restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. The Board must approve any variance recommended by the ARC before any such variance shall become effective or shall be recorded.

If such variances are granted, no violation of the covenants, conditions and restrictions contained in these CC&Rs, nor of the Architectural Rules and Guidelines, shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of the Governing Documents for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his or her Lot and Residence.

6.18 Enforcement.

(a) In addition to other enforcement remedies set forth in these CC&Rs, the Board of Directors shall have enforcement rights with respect to any matters required to be submitted to and approved by it, and may enforce such architectural control by any proceeding at law or in equity. The Board of Directors shall also have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved or if it does not conform to the plans and specifications submitted for approval.

(b) No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation, or commencement of a suit to enjoin such work. If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to the costs of such proceeding.

(c) If the Owner fails to remedy any noticed Noncompliance within forty-

five (45) days from the date of such notification, the Board shall set a date on which a hearing before the Board shall be held regarding the alleged Noncompliance.

(d) At the hearing, the Owner may present information relevant to the question of the alleged Noncompliance. After considering all such information, the Board shall determine whether there is a Noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. The Board shall provide the Owner with written notice of its decision within fifteen (15) days of the hearing. If a Noncompliance is determined to exist, the Board shall require the Owner to remedy or remove the same within such period or within any extension of such period as the Board, at its discretion, may grant. If the Owner fails to take corrective action after having a reasonable opportunity to do so, the Board, at its option, may either remove the non-complying Improvement or remedy the Noncompliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not properly repaid by the Owner to the Association, the Board shall recover such expenses through the levy of a Special Individual Assessment, Fine or Penalty against such Owner.

(e) The approval by the Board of Directors of any plans, drawings or specifications for any work of Improvement done or proposed, or any waiver thereof, 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 by the same or some other Owner. Different locations for Improvements, the size of the structure, proximity to other Lot, Residences or Common Facilities and other factors may be taken into consideration in reviewing a particular submittal.

6.19 Appeals. Appeals from approvals or denials of Improvements must be made in writing to the Board of Directors, who must hear the appeal and either affirm, reverse or modify the decision, at an open meeting not more than forty-five (45) days following the receipt of the request for appeal. Within sixty (60) days following receipt of the request for appeal, the Board shall render its written decision.

6.20 Liability of Association. Neither the Association, nor any member of the Board or ARC, nor any Members of the Association, shall be liable for damages to anyone submitting plans and specifications to it for review and approval, nor to any Owner, occupant or guest, by reason of a mistake in judgment, negligence or nonfeasance arising in connection with the approval or disapproval of any plans and specifications.

ARTICLE VII USE OF PROPERTIES AND RESTRICTIONS

In addition to the restrictions established by law and Association Resolutions, Rules, Regulations and Restrictions, which are not inconsistent with these CC&Rs, the following restrictions are hereby imposed upon the use of Lots, Common Areas, Common Facilities, and other parcels within the Property.

7.1 Use. All Lots within the Property shall be restricted to Residential Use, as defined in Article II hereof. In no event shall a Residence be occupied by more individuals than permitted by applicable law, zoning or other local governmental regulation.

7.2 Subdivision and Severability. No Lot shall be further subdivided nor shall less than all of any such Lot be conveyed by an Owner thereof and no Owner of a Lot within the Properties shall be entitled to sever his or her Lot from the Common Area portion of the Properties.

7.3 Business Activities. No business or commercial activities of any kind whatsoever shall be conducted in any Residence, garage, or on any portion of a Lot without the prior written approval of the Board.

(a) Nothing contained in this Section shall be construed in such a manner so as to prohibit any Owner from:

(1) Maintaining a home office in the Owner's Residence;

(2) Leasing or renting his or her Residence in accordance with the CC&Rs and Association Resolutions, Rules, Regulations, and Restrictions; or

(3) Conducting any other activities within the Owner's Lot otherwise compatible with residential use and the provisions of these CC&Rs or other Governing Documents which are permitted under applicable zoning laws, and health ordinances, resolutions, rules and regulations of the City and/or County without the necessity of first obtaining a special use permit or specific governmental authorization.

(b) The uses described in (1) through (3), immediately above, are expressly declared to be customarily incidental to the principal residential use of the Lot and not in violation of this Section, as long as such uses do not cause a nuisance or contribute to an unreasonable amount of noise or traffic, create a safety or health hazard, or result in an unreasonable number of persons coming to the Property for business purposes.

The Board shall have the right to determine the unreasonable amount of noise or traffic, the unreasonable number of persons, or the activity that constitutes a nuisance.

7.4 Behavior of Persons on the Development. Each Owner and Tenant shall be accountable to the Association and to other Owners and Tenants, and their families, guests and invitees, for the conduct and behavior of all persons residing in or visiting said Owner's or Tenant's Lot, and for any property damage caused by such persons. Each Owner, by acceptance of his or her deed, agrees personally and for family members, purchasers, Tenants, guests, and invitees, to indemnify each and

every other Owner, and to hold such other Owner harmless from, and to defend him against, any claim of any person for personal injury or property damage occurring within the Lot of the Owner, including the Owner's Residence, except to the extent that the injury or damage occurred by reason of the willful or negligent act or omission of the Association or another Owner or Tenant.

7.5 Damage to Common Area. No Owner, Tenant, invitee, guest, or contractor employed by anyone other than the Board may make any Improvement to the Common Area or Common Facilities or remove or alter any furnishings, structure or hardscape materials. The Common Area and Common Facilities shall not be obstructed by any person. Each Owner shall be liable to the remaining Owners for any damage to the Common Area and Common Facilities that may be sustained by reason of the negligent or intentional conduct of the Owner, the Owner's family members, purchasers, Tenants, guests, or invitees.

7.6 Prohibition of Noxious Activities. No illegal, noxious or offensive activities shall be carried on or conducted upon any Lot, Residence, Common Area, or Common Facility, nor shall anything be done within the Development which is or could become an unreasonable annoyance or nuisance to other residents.

(a) Without limiting the foregoing, no Owner shall permit unreasonable noise, including, but not limited to, the operation of excessively noisy power equipment, air conditioners, amplified audio systems, television or video systems, motor vehicles, motorized scooters or similar devices, or power tools, to emanate from an Owner's Lot or Residence or from activities within the Common Area or Common Facilities, which would unreasonably disturb any other Owner's or Tenant's enjoyment of his or her Lot or the Common Area, or Common Facilities.

The Board shall have the right to determine if any noise, odor or activity producing such noise or activity constitutes a nuisance.

(b) Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of Tenants and family members or persons residing in or visiting his Lot, and any damage to the Common Areas or Common Facilities, personal property of the Association, or property of another owner, caused by such other Tenants or family members, or such other persons, shall be repaired at the sole expense of the Owner of the Lot where such other Tenants, family members or persons are residing or visiting.

7.7 Activities Affecting Insurance. Nothing shall be done or kept within any Lot which will increase the rate of insurance on any policy maintained by the Association without the prior written consent of the Board, and no Owner shall permit anything to be done or kept within his or her Lot which would cause any Improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance on any Lot.

7.8 Maintenance of Lots.

(a) Each Owner shall repair, replace, and maintain his or her entire Residence (including the exterior thereof) and Lot in good order and repair, including, but not limited to, the walls, and roof of such Residence, as well as fences and any and all other Improvements constructed upon such Lot.

(b) The Owner of each Lot for himself, his successors and assigns, agrees to care for, irrigate, cultivate, prune and maintain in good condition any and all trees, lawns and shrubs growing on the Lot. No rubbish, brush, weeds, undergrowth, or debris of any kind or character shall ever be placed or permitted to grow or accumulate upon any Lot, so as to render said premises a fire hazard, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity or the occupants thereof.

(c) Should an Owner or his successors or assigns fail to do so, or fail to keep said realty free from rubbish, brush, weeds, undergrowth or debris of any character, the Association may, at any time, (1) initiate legal proceedings to enforce compliance with this Section, or (2) upon fifteen (15) days' written notice to such Owner or his successors and assigns, of its intention so to do, enter upon said Lot and remove such rubbish, brush, weeds, undergrowth or debris or replace dead lawn, trees or plants and assess said Owner or his successors or assigns for the cost thereof. The Association shall notify Owner or his successors or assigns in writing for the cost thereof, and in the event such person or persons fails to reimburse the Association for its costs and expenses, such charges shall constitute a Special Individual Assessment as set forth in these CC&Rs, and which may be enforced by the Association in accordance with the provisions of this document.

7.9 Exterior Improvements. No Owner shall at his or her expense or otherwise make any alterations or modifications to the exterior of the Residence without the prior written consent of the Association or the Board of Directors. Furthermore, no Owner shall undertake any activity or work with respect to the Owner's Lot or Residence that will impair the structural soundness or integrity of another Lot or Residence or impair any easement. No Owner shall allow any object located on his or her Lot, including, but not limited to, trees and plants, to unreasonably interfere with the passage of light and air to, or the view from, any other Lot in the Development.

(a) Heating, Ventilating and Air Conditioning Equipment. No Owner shall install any exterior Heating, Ventilating and Air Conditioning ("HVAC") unit and/or equipment or replace the existing unit without the prior written approval of the ARC, which shall have the right to approve or disapprove the size, shape, color, noise level and proposed location of such unit and/or equipment. A HVAC unit shall not be installed on any roof.

(b). Solar Collection Panels. An Owner may install solar collection panels

for heating and/or electricity or replace existing panels. However, written approval from the Board of Directors is required prior to any installation to ensure that the location of visible wiring, piping, and related equipment located on the exterior of a residence is in conformity and harmony with the surrounding architecture of the other properties in the Association.

(c) Exterior Security Systems, Surveillance Cameras or Equipment. No owner or resident may install or alter any security system on the exterior of any residence without prior written approval of the Association as set forth in Article VI hereof. When approved, any such security system shall be installed so that exterior surveillance or monitoring cameras or equipment, including cables, shall be concealed or hidden with trim and/or painted to match the color of the surface to which it is attached. Surveillance camera(s) shall be directed only toward the applicant's Lot or an adjacent street. In approving any surveillance camera or equipment, the Architectural Committee does not, and shall not be deemed to, make any determination or representation regarding the civil or criminal legality of the use, placement or operation of surveillance or monitoring cameras or equipment. The applicant is solely responsible for compliance with any applicable law, and solely responsible for the use, placement or operation of surveillance or monitoring cameras or equipment. The applicant may be required, in the discretion of the Board, to agree to defend, indemnify, and hold harmless the Association, its officers and directors, and its agents and employees, against any claims and disputes arising from the installation and use of the security camera or equipment, as a condition of approval to install and use any such system. No security system shall be allowed to become a nuisance, and any approval by the Association shall not waive any right or remedy of the Association in the event that the system shall later be determined to be a nuisance.

(d) Exterior Lighting and Alarms. No spotlights, flood lights, other high intensity lighting, or alarms, shall be placed or utilized upon any Lot in a manner which unreasonably interferes with the enjoyment of adjoining Lots. No security alarm or security system shall be allowed to make an unreasonable amount of noise or become a nuisance.

(e) Ancillary Lighting. Ancillary lighting is any semi-permanent lighting fixture or apparatus, applied to the Residence or placed on the Lot, intentionally made visible to the Common Area, adjacent lots, or streets, and is not intended for purposes of security or safety. Ancillary lighting is further divided into two classes: (1) Decorative lighting, installed for purposes of highlighting a specific feature or features; and (2) Festive lighting, displayed in support of or to enhance the enjoyment of a recognized or celebrated holiday period. Ancillary lighting because it is temporary in nature, requires no approval from the ARC; however, the Board may adopt reasonable rules and regulations governing the length of time Festive lighting may be displayed consistent with any law and the governing documents.

(f) Antennas and Similar Devices. In order to ensure adequate aesthetic controls and to maintain the general attractive appearance of the Property, no Owner

or Tenant shall place or maintain any permanent objects, such as masts, towers, poles, television or radio antennas, or satellite reception dishes on or about the exterior of any Residence or building or on any Common Area within the Property, except as permitted by law. The Board may establish guidelines on the placement of satellite dishes which are consistent with the law. Requests for portable, temporary, or visually unobtrusive antennas used for emergency communication purposes must be submitted pursuant to Section VI, and the Board shall have given its written approval..

7.10 Repair of Improvements. No Improvements (including but not limited to residences, garages, other structures, walls and fences) shall be permitted to fall into disrepair and all Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Any and all repairs, redecorations, modifications or additions, interior or exterior, shall fully comply with all applicable building code requirements, rules and restrictions. Any violation of this provision may be enforced in the same manner as provided in the Section 7.8 above titled "Maintenance of Lots." Any Improvement may be repainted or repaired without specific approval so long as the Improvement is repainted the identical color which it was last painted, or the Improvement is restored to the original aesthetic appearance.

7.11 Prohibited Dwelling Structures. Unless Board and City (if required) approval is obtained, at no time shall any structure of a temporary character, nor any outbuilding, garage, attic, trailer, mobile home, camper, tent, shack, or other structure be used on any Lot at any time as a residence or dwelling, either temporarily or permanently, with the exception of one (1) Residence constructed on each Lot.

7.12 Other Structures on the Lot. Other Structures are defined herein as, but not limited to, play houses, tool sheds, garden sheds, pet houses, and storage sheds. Other Structures that are erected on the lot shall be (a) hidden from view of Common Area, public areas, and other Owners' property, (b) maintained and properly repaired or finished and, (c) shall not cause disturbance to the adjacent Owner's or Tenant's enjoyment of his or her Lot. Other Structures may not be attached to or propped against, nor placed adjacent to or within three (3) feet of, the Residence or Zero Lot Line Wall, as defined herein, which impairs the structural integrity of such wall, unreasonably impedes or interferes with the necessary maintenance and repair to the wall by the Owner of the Dominant Tenement, or unreasonably interferes with any utility easement referenced in these CC&Rs.

7.13 Unsightly Items. All clotheslines, refuse containers, wood piles, storage areas, storage boxes, sheds, dog houses, stored items, machinery and equipment shall be prohibited upon any Residence and Lot, unless obscured from view of adjoining Lots, streets or other portions of the Development, from a height of six feet or less. Each Owner shall remove all rubbish, trash, garbage, weeds and other debris from his or her Lot. All exposed wires and conduits attached to the house shall be installed flush to the house and painted to match the color of the surface of attachment.

7.14 Window Covers. No window in any Residence shall be covered, in whole or in part, inside or outside the Residence, with aluminum foil, newspaper, paint or any other material reasonably deemed inappropriate for such use by the Association. Curtains, drapes, shutters or blinds may be installed as window covers. Window film or tinting is permitted; however, any visible cracking, peeling, flaking, or bubbling of the film or tint requires immediate removal, recoating, or replacement.

7.15 Sports Apparatus. No basketball standards or fixed sports apparatus shall be attached to any Residence or garage or erected on any Lot or within the Common Area except at locations within fenced rear yard areas that are not visible from any neighboring Lot or Common Area or becomes a nuisance. Temporary sports apparatus or basketball standards are acceptable as long as they are maintained in good condition and removed from view when not in use. The City regulates portable basketball hoops used or stored in the street.

7.16 Walls, Gates, Fences and Hedges. No fence, gate, wall, construction or obstruction shall be removed, installed or constructed upon any Lot unless, prior to commencement thereof, complete working plans and specifications therefor have been submitted to the Architectural Review Committee for approval pursuant to Section VI, and the Board shall have given its written approval. Hedges planted on the Driveway Landscape Easement (Section 9.4) may not exceed limitations set forth by City Ordinance; notwithstanding, vegetation of any kind shall not obscure or cover Residential address signage.

7.17 Signs. The Board may adopt reasonable Association Resolutions, Rules, Regulations, and Restrictions governing placement and display of signs consistent with the law and these CC&Rs.

(a) Commercial Signs. No advertising signs or billboards shall be displayed on any Lot or posted within or upon any portion of the Common Area, except that Owners may display one sign which advertises their Residences "For Rent," "For Lease," "For Sale," or "For Exchange." The sign shall be of reasonable dimensions and design.

(b) Noncommercial Signs.

(1) For purposes of this section, a noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the window, door, balcony, or outside wall of the Owner's Residence, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. These items may not be used for the purpose of window coverings.

(2) Noncommercial signs, posters, flags, or banners may be posted or displayed on an Owner's Lot, except as required for the protection of public

health or safety or if the posting or display would violate a local, state, or federal law.

(3) Noncommercial signs and posters may not be more than nine (9) square feet in size and noncommercial flags or banners may not be more than fifteen (15) square feet in size.

7.18 Pets. No wild or exotic animals, livestock, or poultry of any kind, shall be raised, bred or kept on any Lot. The maximum amount of domesticated dogs or cats shall be in concert with City and County Ordinances. Other animal(s) as agreed to in writing between the Association and the Owner may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose, or kept in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the properties which become an annoyance or are a nuisance or obnoxious to residents in the Development.

The Board shall have the right to determine reasonable numbers, and what constitutes obnoxious, an annoyance, or a nuisance. At the owner's request, a hearing will be held by the Board of Directors to review its determination and affirm or reverse its previous determination

(a) Pet Waste. Pet owners shall be responsible for the prompt disposal of pet wastes deposited by their pets on their Lots and on the Common Areas. Every Owner shall be liable to each and all remaining Owners, their families, guests, invitees, and Tenants, for any damages and unreasonable noise or odors to persons or property caused by any animals brought or kept upon the Lot by an Owner or by members of his or her family, Tenants, guests, and invitees.

(b) Leash Required. No Owner who possesses a dog or other animal shall permit, allow, or cause the dog or other animal to run, stray, be uncontrolled or in any manner be in, upon, or at large upon any part of the Common Area or the non-fenced area of any Lot, unless it is restrained by a substantial leash and under the control of a responsible person capable of restraining the animal. This paragraph does not apply to domestic felines.

(c) Dangerous Dogs. Notwithstanding the foregoing, no domestic dogs shall be within the Common Area or the non-fenced area of any Lot that are deemed by the Board to be vicious or potentially dangerous dogs. All vicious and potentially dangerous dogs must be kept indoors or in a securely fenced area within the Owner's Lot from which it cannot escape, and into which children or other individuals cannot trespass.

(1) Vicious. A dog shall be deemed "vicious" for purposes of this Section if, when unprovoked: (A) it has bitten a person (however, a dog may be vicious even though it is not proven to have bitten any person); (B) in an aggressive manner, it inflicts severe injury on or kills a human being; or (C) it is previously determined to be and currently listed as a potentially dangerous dog as determined by the Board of

Directors or local governmental authority and, after its owner or keeper has been notified of this determination, it continues to engage in behavior deemed potentially dangerous. For purposes of determining if a dog is vicious, "severe injury" means any physical injury to a human being that results in muscle tears, disfiguring lacerations, or requires multiple sutures or corrective or cosmetic surgery.

(2) Potentially Dangerous. A dog shall be deemed "potentially dangerous" for purposes of this Section if, when unprovoked: (A) on two separate occasions within the prior 36-month period, it engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog; (B) it bites a person causing a less "severe injury" than as defined above; or (C) on two separate occasions within the prior 36-month period, it has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner or keeper of the dog.

7.19 Lot Driveway and Garage.

(a) Appearance. Driveways shall be kept clean and free of grease, oil, and other debris. Further, any such stains, spills, or other automotive waste or debris on the driveway shall be removed within forty-eight (48) hours of the initial appearance. If an Owner has not removed the debris, stains, etc., from his or her driveway within seventy-two (72) hours after receiving written notice from the Association, the Association shall have the right to enter such property to make necessary repairs or cleaning pursuant to Section 5.11, with the Owner to pay all attendant costs. The Association shall be held harmless from any damages in order to implement the provisions of this Section.

(b) Parking. Parking shall be allowed in driveways subject to the following conditions: (1) vehicles must be operable passenger vehicles; and (2) vehicles may not remain parked unmoved on the driveway in excess of seven (7) calendar days. Except as otherwise permitted by the Association, any large commercial type vehicle, any recreational vehicle (including, but not limited to, any camper, motorhome, trailer, boat, boat trailer, mobile home, aircraft or other similar vehicle) or any vehicle other than a private passenger vehicle shall not be parked, stored, or kept upon any driveway. The foregoing shall not include vans and trucks up to and including three-quarter (3/4) ton when used for everyday type transportation. No Owner shall permit any vehicle that is in an extreme state of disrepair to be abandoned or to remain parked on any Lot or Common Area for a period in excess of seventy-two (72) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" if: (1) it is visibly lacking any major component or required operating equipment, including without limitation a bumper, windshield, hood, door, body panel, engine, wheels, or similar operating equipment; or (2) it is supported upon any jackstand, hoist, frame, or similar temporary or permanent support; or (3) it shows outward signs of infestation by any animal, weed, insect, or other pest; or (4) it is so visibly dilapidated that the Board reasonably determines that its presence is a nuisance or blight, or otherwise offensive to other Owners or Tenants. Should any

Owner or Tenant fail to remove such vehicle within ten (10) days following the date on which a notice is mailed to him by the Association, the Association may, following notice and hearing as required by law, impose fines continuing on a daily basis until the vehicle is removed or the disrepair abated.

(c) Repairs. No Owner, or Tenant, shall conduct or allow major repairs or major restorations of any motor vehicle of any kind whatsoever in the garage or driveway. "Major" is defined as any automotive maintenance, repair, restoration, or replacement not listed in the definition of minor repairs in this subsection, including, but not limited to, the removal of engines, rebuilding of engines, repair of the internal components, repair or removal of differentials or axles, dismantling of vehicles, and body work. "Minor automotive repairs" are such adjustments, repairs or replacements that may reasonably be expected to be accomplished on the vehicle by the owner, and may be performed within the garage. Minor automotive maintenance or repairs performed outside of the garage are prohibited, except for emergency repairs. "Emergency repairs" are those necessary repairs which will be completed within a forty-eight (48) hour period to enable movement of the vehicle to a proper repair facility.

(d) Containers, PODs, Bins, or Roll-Off Drop Boxes. No Owner or Tenant shall place or cause to be placed any container, POD, bin, or roll-off drop box on any driveway or on any place on the Lot without the written approval of the Board of Directors. When so allowed, the Owner shall keep the area outside of the container, POD, bin or roll-off drop box in good repair, clean, and free from discards, waste, compostables, recyclables and recyclable commodities. The Board of Directors may provide guidance and restrictions concerning use of such in order to prevent problems of noise, or other problems having the potential to adversely affect health, safety, or quiet enjoyment of other Owners or Tenants or the environment of the Development.

(e) Enforcement. To the extent allowed by applicable law with a court order, and in addition to any other remedies described in the Governing Documents, 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 Association Resolutions, Rules, Regulations and Restrictions.

(f) City Streets. Vehicles on the street are not the responsibility of the Association. In any event, all vehicles shall be parked in compliance with all applicable State, County or City laws/ordinances.

7.20 Oil and Mineral Rights. No oil or natural gas drilling, development operations, gas refining, quarrying, or mining operations of any kind shall be permitted upon or in the Development nor, subsequent to the recording of these CC&Rs, shall oil wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of the Property or within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted within the Development.

**ARTICLE VIII
DRAINAGE, DITCHES AND SWALES**

8.1 Drainage Structures, Ditches, Swales. As used herein, the term "drainage pattern and system" includes, but is not necessarily limited to, underground drain pipes, above or below ground, ditches, swales, slopes, and other patterns of drainage over or through Lots and roofs from and to adjoining properties and improvements.

(a) All drainage patterns and systems improved by the Association for the major collection of storm runoff and any natural drainage courses within Common Areas shall be maintained regularly by the Association.

(b) Except as provided in Paragraph (a) above, each Owner shall keep drainage patterns and systems on his or her Lot free and clear of all obstructions, and shall, in cooperation with contiguous property Owners (including the Association as to any contiguous Common Areas), maintain all such drainage patterns and systems common to their Lots in good order.

(c) With respect to neighboring Lots and Common Areas, no Owner or resident shall alter or obstruct or otherwise interfere with any natural or established drainage of water. Any such alterations, obstructions, or additions to water volume shall be considered a work of Improvement that is subject to prior review and approval by the Board and Architectural Review Committee.

8.2 Slope and Landscaped Areas Within a Lot. Slope and landscaped and improved areas within any Lot, including any drainage patterns and systems located thereon, shall be maintained continuously by the Owner thereof, in the case of Residences, and by the Association, in the case of Common Areas, in a neat, orderly and safe condition and in such a manner as to enhance their appearance, maintain established slope ratios, prevent erosion or sliding problems and to facilitate the orderly discharge of water through established drainage systems and patterns. No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken on any area within the Property which might create erosion or sliding problems or interfere with established drainage systems or patterns.

**ARTICLE IX
EASEMENTS**

9.1 Obligation To Permit Entry by Association and Adjacent Owners. Each Owner shall be obligated to permit the Owners of adjacent Lots or the representatives of such adjacent Owners to enter the Owner's Lot for purposes of performing installations, alterations, maintenance or repairs to utilities, mechanical or electrical services which are reasonably necessary for the use and enjoyment of his or her Lot, provided that requests for entry are made at least seventy-two (72) hours in advance

and that entry is at a time convenient to the Owner whose Lot is being entered upon, except in the event of an emergency when no notice shall be required. To the extent necessary or desirable to accomplish the Association's maintenance, repair, or other obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work. Each Owner shall also honor the right of the Association and its agents to enter his Lot as provided in these CC&Rs to effect the necessary obligations. Specific requests to individual Owners for entry are made at least seventy-two (72) hours in advance. General notifications of entry for the purpose of compliance are posted on the Association website.

9.2 Maintenance Easements. Nonexclusive easements are hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any Lot in the Development to perform the duties of maintenance and repair of the Lots, Residences, Common Area, or Common Facilities, and for purposes of bringing any Lot into compliance with the terms and provisions of the Governing Documents, provided that any entry by the Association, its officers or its agents onto any Lot or Residence shall only be undertaken in strict compliance with these CC&Rs.

9.3 Blanket Utility Easement. There is hereby created for the Association and its agents a blanket easement upon, across, over and under all of the Development for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewer, gas, telephones, drainage, electricity, satellite antenna or cable system, if any. By virtue of this easement, it shall be expressly permissible for the providing utility company and the Association to erect, install, and maintain the necessary equipment and underground facilities on the Common Area. Notwithstanding the foregoing, no sewer, electrical lines, water lines, or other described utilities may be installed or relocated on said Development except as initially designed or thereafter approved by the Board of Directors. The easements provided for in this Section shall in no way effect any other recorded easement on the Property.

(a) Each Owner acknowledges that his or her Lot is subject to easements for the installation, maintenance and repair of utilities as shown on the recorded tract map for the Development. No Owner shall erect or install any Improvement within said easements that would damage or otherwise interfere with the proper functioning of, or the maintenance and repair of said utilities.

(b) Each respective utility company shall maintain all utility facilities and connections on the Development owned by such utility company in accordance with the professional standards of the utility, and all applicable Association Resolutions, Rules, Regulations and Restrictions. It shall be the obligation of each Owner to maintain those facilities and connections located upon such Owner's Lot that are not properly maintained by the respective utility company. The Association shall maintain those facilities and connections located upon the Common Area which are used by the Association and which are not properly maintained by the utility company.

(c) Wherever sanitary sewer, water, or gas connections, cables, electricity or telephone lines are installed within the Development, and said connections, cables and/or lines serve more than one (1) Lot, the Owner of each lot served by said connections, cables and/or lines shall be entitled to the full use and enjoyment of such portions of same as service his or her Lot.

(d) Wherever sanitary sewer, water, or gas connections, cables, electricity or telephone lines are installed within the Development, and it becomes necessary to gain access to said connections, cables and/or lines through a Lot owned by someone other than the Owner of the Lot served by said connections, cables and/or lines, the Owner of the Lot serviced by said connections, cables and/or lines shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon such other Lot or to have the utility company enter upon such other Lot to repair, replace and maintain said connections, cables and/or lines.

(e) In the event of a dispute between Owners respecting the repair or rebuilding of the aforesaid services by said connections, cables and/or lines, or the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of Directors who shall decide the dispute and the decision of the Board shall be final and conclusive to the Owners.

9.4 Driveway Landscape Easements. The Developer reserved and established, and there are hereby reserved and established, exclusive easements appurtenant to certain Lots in the Development (hereinafter referred to as the "Dominant Lot") on, over, and across those portions of their respective adjoining Lot (hereinafter referred to as the "Servient Lot"), being a strip of land approximately two feet (2') in width and located between the side property line and the driveway on the adjoining Lot and between the front of the garage and the curb (hereinafter referred to as the "Driveway Landscape Easement Area"). The location of the Driveway Landscape Easement Areas is shown on Exhibit "A" attached hereto and the relationship of the Lots in the Development as Dominant or Servient Lots is set forth on Exhibit "C" attached hereto. The Driveway Landscape Easements created herein are not limited to Zero Lot Line Lots, but may also extend to Conventional Lots as shown on Exhibit "A."

(a) The Owner of the Dominant Lot shall use the Driveway Landscape Easement Area exclusively for landscape purposes and shall irrigate same and keep same in a neat, clean, safe, and in an attractive condition at all times in compliance with these CC&Rs and other Governing Documents..

(b) The Owner of the Servient Lot shall not interfere with the rights of the Owner of the Dominant Lot, but shall have the right to enter into negotiations with the Owner of the Dominant Lot with regard to landscape content.

9.5 Easements for Encroachments. There is hereby created and established a nonexclusive easement appurtenant to each Lot in the Development on, over and across those portions of any adjacent Lot (without regard to whether such adjoining Lot is a Conventional Lot or Standard Zero Lot Line Lot) not to exceed three (3) feet, for the encroachment of any foundations, footings, eaves, overhangs, chimneys, or other similar Improvements constructed by the Developer or any utility lines and connections constructed by an Owner in strict accordance with the Governing Documents. Additionally, there shall be nonexclusive easements appurtenant to any Lot on, over, and across those portions of any adjacent Lot, not to exceed three (3) feet, for the encroachment by any Improvement resulting from any subsequent settling or shifting of any Improvements. All of the aforesaid encroachments shall be measured at the point of encroachment along a line which is perpendicular to the common property line between the affected Lots.

9.6 Easements for Drainage. There is hereby created and established non exclusive appurtenant easements over each Lot in the Development for drainage according to the patterns for drainage created by the approved grading plans for the Development, as well as according to the actual, natural and existing patterns for drainage. As set forth in Section 8.1(c) hereof, each Owner covenants and agrees that he or she shall not obstruct or otherwise interfere with such drainage patterns of waters over his or her Lot, or in the alternative, in the event that it is necessary and essential to alter such drainage patterns for the protection and use of said Lot, said Owner shall make adequate provision for proper drainage.

9.7 Other Easements. Each Lot and its Owner, and the Association as to the Common Area, are hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Development and each Lot and Common Area. The Board of Directors, for and on behalf of the Association, is authorized and empowered to grant such licenses, easements and rights-of-way for sewer lines, water lines, underground conduits, storm drains and other public utility purposes over those portions of the Common Area upon which no Improvement or other structure has been erected, as may be necessary and appropriate for the orderly maintenance, preservation of the health, safety, convenience and welfare of the Owners.

ARTICLE X STANDARD ZERO LOT LINE LOTS

10.1 Introduction. As set forth in Section 2.21 herein, in a Standard Zero Lot Line Lot, the Residence is constructed on or within approximately one foot (1') of an actual side property line of the Lot and serves as the boundary with the adjacent Lot. This requires the reservation and establishment of permanent easements appurtenant to the Lots to provide access for maintenance of the Zero Lot Line Walls as defined herein. The rights and obligations of the Owners of Standard Zero Lot Line Lots, and the Owners of any other form of Lots adjoining and/or affected by a Standard Zero Lot Line Lot, are as set forth herein.

10.2 Definitions. As used herein, the following definitions shall apply:

(a) "Boundary Fence" shall mean and refer to any fence or wall (other than a wall which is a structural wall of a Residence) which is located approximately on the rear boundary of a Lot or a side boundary of a Lot, and which serves as the boundary between Lots.

(b) "Dominant Tenement" shall mean and refer to each Standard Zero Lot Line Lot which has a Zero Lot Line Wall constructed thereon, and which has the easements appurtenant thereto over the adjoining Servient Tenement for maintenance purposes incident to the Zero Lot Line Wall as set forth in this Article.

(c) "Servient Tenement" shall mean and refer to each Lot which is subject to the easements in favor of an adjoining Dominant Tenement for maintenance purposes incident to the Zero Lot Line Wall as set forth in this Article.

(d) "Zero Lot Line" shall mean and refer to the side property line of a Lot on which (or within one foot [1'] of which) a Residence is located.

(e) "Zero Lot Line Wall" shall mean and refer to that certain structural wall of a Residence which is constructed substantially parallel to and on or within, one foot of, the Zero Lot Line, and one side of which is the interior of the Residence of the Dominant Tenement and the other side of which is the exterior of the same Residence and serves as the boundary between the Dominant and Servient Tenements.

10.3 Rules Applicable to Standard Zero Lot Line Lots.

(a) Ownership of Zero Lot Line Walls. Each Zero Lot Line Wall, or portion thereof, shall be owned by the Owner of the Lot on which said Wall is located (the Dominant Tenement). Notwithstanding said vesting of ownership, all Zero Lot Line Walls constitute party walls, and the rights and obligations of the Owners with respect to the use, enjoyment, maintenance and repair of Walls shall be as set forth herein.

(b) Maintenance of Zero Lot Line Walls. The Owner of the Dominant Tenement shall paint, maintain and repair the Zero Lot Line Wall (including that portion which faces the Servient Tenement) in a neat, clean, safe and attractive condition at all times, and shall bear all costs thereof. Notwithstanding the foregoing, in the event that any Zero Lot Line Wall is damaged due to the fault of the Owner of the Servient Tenement, or any member of his family, guests or invitees, such that any painting, maintenance or repairs are required, said Owner of the Servient Tenement, shall promptly cause said work to be performed to the reasonable satisfaction of the Owner of the Dominant Tenement, and shall bear all costs thereof. The Owner of the Servient Tenement may landscape, in an attractive manner, or similarly decorate the side of the Zero Lot Line Wall facing his Lot and shall have an easement for ingress and egress on, over, under and through the adjoining Dominant Tenement up to a distance of

twelve inches (12") from the Zero Lot Line for such purposes. In no event, however, may the Owner of the Servient Tenement paint or drive nails, screws, bolts or other objects into a Zero Lot Line Wall, or place any object or material against such Wall, or permit or suffer anything else to be done to such Wall which would tend to damage, alter or impair the structural integrity of such Wall. Further, the Owner of the Servient Tenement shall not under any circumstances erect, build, plant or otherwise install any Improvement of any kind within three feet (3') of the Zero Lot Line which would unreasonably impede or interfere with the necessary maintenance and repairs to the Zero Lot Line Wall by the Owner of the Dominant Tenement, impair the structural integrity of such Wall, or unreasonably interfere with any utility easement referenced in these CC&Rs.

(c) Easement for Maintenance and Repair of Zero Lot Line Walls. The Owner of the Dominant Tenement shall have an easement for ingress, egress and access on, over and across those portions of the Servient Tenement as are reasonably required by the Owner of the Dominant Tenement to maintain, paint, repair and/or restore his Zero Lot Line Wall. The Owner of the Dominant Tenement shall perform such work during reasonable daylight hours. Except in the case of a bona fide emergency, the Owner of the Dominant Tenement shall give the Owner of the Servient Tenement at least seventy-two (72) hours prior notice of such work. In the event of an emergency, such entry may be made at any time and without notice. Under all circumstances, the Owner of the Dominant Tenement shall use his or her best efforts to minimize the duration of the work and the inconvenience to the Owner of the Servient Tenement. The Owner of the Dominant Tenement shall not be liable for any damage to any Improvement or other hardscape located within three feet (3') of the Zero Lot Line, which damage is reasonably and necessarily occasioned by such work.

(d) Destruction of Zero Lot Line Walls. In the event any Zero Lot Line Wall is destroyed by fire or other casualty, the Owner of the Dominant Tenement shall be solely responsible for rebuilding same. The cost of such work shall be borne in accordance with the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions.

(e) Alterations. No alterations, repairs or restorations to any Zero Lot Line Walls shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been approved in writing by the Board of Directors and by the City, if necessary.

(f) Indemnification by Dominant Tenement Owner. Each Owner of a Dominant Tenement shall indemnify and hold the Owner of the respective Servient Tenement harmless from and against any and all liability arising out of or otherwise resulting from any negligent act or omission of the Owner of the Dominant Tenement relating to the exercise of its rights or the performance of its obligations hereunder.

(g) Indemnification by Servient Tenement Owner. Each Owner of a

Servient Tenement shall indemnify and hold the Owner of the respective Dominant Tenement harmless from and against any and all liability arising out of or otherwise resulting from any negligent act or omission of the Owner of the Servient Tenement relating to the exercise of its rights or the performance of its obligations hereunder.

(h) Boundary Fences. Ownership of each Boundary Fence, or portion thereof, shall be vested in the Owner of the Lot upon which said Fence, or portion thereof, is located. Notwithstanding said vesting of ownership, the rights and obligations of the Owners with respect to the use, enjoyment, maintenance and repair of the Boundary Fences shall be as set forth herein.

(i) Maintenance of Boundary Fence. The Owner of each Standard Zero Lot Line Lot shall maintain any Boundary Fence located upon his or her Lot in a neat, a Boundary Fence serves as the boundary between two or more Lots in the Development, the Owners of such Lots shall share equally in the cost and responsibility of such maintenance. Notwithstanding the foregoing, if any Boundary Fence is damaged or destroyed as the proximate result of any act or omission of any Owner, or any member of such Owner's family, guests and/or invitees (without regard to fault), so as to deprive the adjoining Owner(s) of the full use and benefit thereof, such Owner shall rebuild said Fence and shall bear all of the costs thereof. If any Boundary Fence is damaged or destroyed by some other cause other than the act or omission of an adjoining Owner, all Owners whose Lots adjoining such Fence shall rebuild same and share equally in the cost thereof. Each Owner shall maintain any Boundary Fence for which he is responsible in a uniform color scheme and may construct, erect, raise, remove or otherwise alter any such Boundary Fence only in accordance with the provisions of Article VI hereof entitled "Architectural Control."

(j) Legal Relationships. The location of the Standard Zero Lot Line Lots is shown on the Plot Plan attached hereto as Exhibit "A" and incorporated herein by this reference. The relationship between the Standard Zero Lot Line Lots and other Lots in the Development as Dominant and/or Servient Tenements for purposes of this Article is set forth on Exhibit "D" attached hereto and incorporated herein by this reference.

Some Lots may be both Dominant and Servient Tenements, with respect to other Lots, and some Lots may be only a Dominant or a Servient Tenement.

10.4 Easements for Installation of Utility Lines. In the event the Owner of a Dominant Tenement desires to construct any Improvements in his rear yard and has obtained the required approvals from the Architectural Review Committee in accordance with the provisions of Article VI hereof and from the City, and if such Improvements require utility service (e.g., electricity to operate a spa pump), the Owner of the Dominant Tenement is hereby granted an easement appurtenant to the Dominant Tenement on, over, and across that portion of the Servient Tenement which is parallel to and within three feet (3') of the Zero Lot Line Wall constructed on the Dominant Tenement for the installation, maintenance and repair of all utility lines and

connections which are reasonably necessary for the use and enjoyment of the approved Improvements. The Owner of the Dominant Tenement shall give the Owner of the Servient Tenement at least seventy-two (72) hours notice prior to commencing any work on the Servient Tenement and shall use his best efforts to minimize the duration of the work and inconvenience to the Owner of the Servient Tenement. The Owner of the Dominant Tenement shall, at his or her sole cost and expense, restore any landscaping and/or hardscape removed or otherwise injured by reason of such work to the reasonable satisfaction of the Owner of the Servient Tenement.

10.5 Right to Contribution. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and shall run with the land and shall be binding upon the Owners and their successors, assigns and grantees.

ARTICLE XI CONVENTIONAL LOTS

11.1 Introduction. As set forth in Section 2.21 herein, in a Conventional Lot, the Residence is oriented to the center of the Lot so as to create a front yard, rear yard and two (2) side yards adjacent to such Residence. A Conventional Lot may be subject to an easement in favor of and appurtenant to an adjoining Standard Zero Lot Line Lot for maintenance purposes, as set forth in Article X above. The rights and obligations of the Owners of Conventional Lots are as set forth herein.

11.2 Rules Applicable to Conventional Lots.

(a) Boundary Fences. Ownership of each Boundary Fence, or portion thereof, shall be vested in the Owner of the Lot upon which said Fence, or portion thereof, is located. Notwithstanding said vesting of ownership, the rights and obligations of the Owners with respect to the use, enjoyment, maintenance and repair of the Boundary Fences shall be as set forth herein.

(b) Maintenance of Boundary Fence. The Owner of each Conventional Lot shall maintain any Boundary Fence located upon his or her Lot in a neat, clean, safe and attractive condition at all times, and shall bear all costs thereof. Wherever a Boundary Fence serves as the boundary between two (2) or more Lots in the Development, the Owners of such Lots shall share equally in the cost and responsibility of such maintenance. Notwithstanding the foregoing, in the event any maintenance or repair is required due to the fault of any other Owner, such Owner shall bear the costs of such maintenance or repair. Each Owner of a Conventional Lot shall maintain any Boundary Fence for which he or she is responsible in a uniform color scheme and may construct, erect, raise, remove or otherwise alter any such Boundary Fence only in accordance with the provisions of Article VI hereof entitled "Architectural Control."

(c) Legal Relationships. The location of the Conventional Lots is shown on the Plot Plan attached hereto as Exhibit "A" and incorporated herein by this

reference. The relationship between the Conventional Lots and other Lots in the Development is set forth on Exhibit "D" attached hereto and incorporated herein by this reference. As more particularly described in Article X, some Conventional Lots may be a Servient Tenement for the purpose described in said Article.

11.3 Right to Contribution. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and shall run with the land and shall be binding upon the Owners and their successors, assigns and grantees.

ARTICLE XII BREACH AND DEFAULT

12.1 Remedy at Law Inadequate. Except for the nonpayment of any Assessment, it is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitudes contained in these CC&Rs are inadequate and that the failure of any Owner or Tenant of any Lot, or any portion of the Common Area or Common Facilities, to comply with any provision of the Governing Documents may be enjoined by appropriate legal proceedings instituted by any Owner, the Association, its officers or Board of Directors, or by their respective successors in interest.

12.2 Nuisance. Without limiting the generality of the foregoing section, the result of every act or omission whereby any covenant contained in these CC&Rs is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

12.3 Costs and Attorneys' Fees. In any action brought because of any alleged breach or default of any Owner or Tenant of any Lot, the court may award to the prevailing party in any such action such attorneys' fees and other costs as the court deems just and reasonable. An Owner shall be responsible for attorneys' fees and costs incurred by the Association to gain the Owner's compliance and to cure the Owner's Tenants' defaults.

12.4 Cumulative Remedies. The respective rights and remedies provided by these CC&Rs or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or Tenant or others to perform or observe any provision of these CC&Rs.

12.5 Failure Not a Waiver. The failure of any Owner, the Board of Directors, the Association or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens,

charges or equitable servitudes contained in these CC&Rs shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

12.6 Rights and Remedies of the Association.

(a). Rights Generally. In the event of a breach or violation of any Association Rule or of any of the restrictions contained in any Governing Document by an Owner, his or her family, or the Owner's Tenants, guests, employees, invitees, or contractors, the Board, for and on behalf of all other Owners, may enforce the obligations of each Owner to obey such Rules, covenants, or restrictions through the use of such remedies as are deemed appropriate by the Board and available in law or in equity, including but not limited to the hiring of legal counsel, the imposition of fines and monetary penalties, the pursuit of legal action, or the suspension of the Owner's right to use Common Facilities or suspension of the Owner's voting rights as a Member of the Association.

(b) Schedule of Fines and Penalties. The Board may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate. Such fines may not be levied unless the Board first provides written notice of the violation to the Owner, allowing a reasonable time to correct the violation in appropriate cases, and the opportunity for a hearing before the Board. The notice shall contain the date, time, and place of the meeting, the nature of the violation for which the Owner is subject to discipline, and a statement that the Owner has a right to attend and may address the Board at the meeting.

(c) Notwithstanding the foregoing, the Board of Directors or its duly authorized agents may undertake immediate corrective or disciplinary action under circumstances involving conduct that constitutes:

(1) An immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners;

(2) A traffic or fire hazard;

(3) A threat of material damage to, or destruction of, the Common Area or Common Facilities; or

(4) A violation of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred.

Upon request of the offending Owner, or on its own initiative, the Board of Directors will conduct a hearing as soon thereafter as reasonably possible.

(d) Rules Regarding Disciplinary Proceedings. The Board shall be entitled to adopt rules that further elaborate and refine the procedures for conducting disciplinary proceedings. Such rules, when approved and adopted by the Board, shall become a part of the Association Resolutions, Rules, Regulations, and Restrictions, and shall provide for notices and procedures satisfying the Alternative Dispute Resolution requirements of the Davis-Stirling Common Interest Development Act.

(e) Court Actions. Before initiating any court action seeking solely declaratory or injunctive relief to interpret or enforce the Governing Documents or declaratory or injunctive relief in conjunction with a claim for monetary damages not in excess of \$5,000.00, the Association or Owner shall first comply with the provisions of the Davis-Stirling Common Interest Development Act relating to Alternative Dispute Resolution (ADR), except in the case of an emergency in which a temporary restraining order is necessary.

ARTICLE XIII INSURANCE

13.1 Fire and Casualty Insurance. The Association shall obtain and maintain 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, in the Board's discretion, such other or special endorsements as will afford protection and insure, for the full insurable, current replacement cost, all Common Area and Common Facilities that the Association is required to repair or restore in the event of partial or total destruction thereof, and the personal property of the Association for or against the following:

(a) Loss or damage by fire or other risks covered by the standard extended coverage endorsement;

(b) Loss or damage from theft, vandalism or malicious mischief;

(c) Such other risks, perils or coverage as the Board of Directors may determine; and

(d) The Association shall have no responsibility for the adequacy or extent of any such insurance coverage outlined herein.

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 the decision of the Association made in accordance with the provisions of these CC&Rs as to whether or not to repair, reconstruct or restore all or any damaged or destroyed portion of the Common Area or Common Facilities. If available for a reasonable cost, the insurance policy shall include building code upgrade coverage.

The insurance shall be kept in full force and effect at all times and the full

replacement value of the insured property shall be re-determined on an annual basis.

13.2 General Liability and Property Damage Insurance. The Association shall obtain and maintain one or more policies of general liability and property damage insurance naming as parties insured the Association, and such other persons as the Board may determine. The policy shall insure each named party against liability incident to the ownership, maintenance, and use of the Common Area, Common Facilities, and any other Association-owned or maintained real or personal property. The limits of such insurance shall not be less than three million dollars (\$3,000,000.00) covering all claims for death, personal injury, and property damage that arises out of a single occurrence.

13.3 Directors and Officers Liability Insurance. The Association shall obtain and maintain Directors and Officers Liability Insurance covering prior acts in order to ensure that past Board Members are protected for decisions made during their term of service. The policy shall name as insured not only the current Board Members but also volunteer committee members, if such insurance is available. The limits of such insurance shall not be less than \$1,000,000.00.

13.4 Workers' Compensation, Fidelity Bond and Other Insurance.

(a) The Board shall obtain and maintain workers compensation insurance to the extent necessary to comply with any applicable laws and fidelity bonds or insurance in an amount equal to at least one hundred fifty percent (150%) of the Association's annual assessments, including reserves, which names the Association as obligee and protects against misuse and misappropriation of Association property by members of the Board, officers, and employees of the Association, and any management agent and its officers, agents and employees, whether or not such persons are compensated for their services.

(b) To the extent such insurance is reasonably obtainable or required by any institutional first mortgagee, the Association may also purchase with Common Funds such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including, without limitation, earthquake, demolition insurance, flood insurance, commercial umbrella coverage, and boiler and machinery coverage.

13.5 Coverage Not Available. If any insurance policy or endorsement required herein is for any reason not available, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage described above. The Board shall also notify the Owners of any material adverse changes in the Association's insurance coverage.

13.6 Copies of Policies. Copies of all insurance policies shall be retained by the Association and shall be available for inspection by any Owner at any reasonable time.

13.7 Individual Fire and Casualty Insurance Limited. The Association's blanket insurance policy maintained pursuant to Section 13.1 above shall be the primary coverage in the event of a loss covered by the Association's insurance. If any Owner maintains insurance coverage which results in a reduction in insurance proceeds otherwise payable to the Association pursuant to policies obtained by the Association, the Association shall specially assess the Owner to the extent of any reduction.

13.8 Trustee. The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insured under all insurance policies purchased and maintained by the Association. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board shall use the proceeds to repair and maintain the Common Area and Common Facilities and for any of the other purposes specified in the Governing Documents. The Board also is authorized to negotiate loss settlements with the appropriate insurance carriers, to compromise and settle any claim or enforce any claim by any lawful action, and to execute loss claim forms and release forms in connection with such settlements. The Association shall be the named beneficiary of the policies of insurance maintained by the Association.

13.9 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried by the Association. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

13.10 Abandonment of Replacement Cost Insurance. Unless at least fifty-one percent (51%) of the first mortgagees based on one (1) vote for each first mortgage held have given their prior written approval, the Association shall not be entitled to fail to maintain the extended coverage fire and casualty insurance required by this Article on less than one hundred percent (100%) current replacement cost basis.

13.11 Losses Solely Attributable to a Lot; Deductibles. Each Owner shall be responsible to pay the deductible for any claims made under the Association's policies of insurance for losses solely attributable to the respective Owner's Lot.

ARTICLE XIV DAMAGE OR DESTRUCTION

14.1 Damage or Destruction to the Common Area and/or Common Facility

(a) Obligation to Rebuild. If any of the Improvements in the Common Area or Common Facilities are destroyed or damaged, the Association shall restore and replace the Improvements, using the proceeds of insurance maintained pursuant to Article XIII of these CC&Rs, subject to the provisions of this Article.

(b) Automatic Restoration and Repair. If the proceeds of any insurance maintained pursuant to Article XIII of these CC&Rs for reconstruction or repair of the Common Area or Common Facilities are equal to at least seventy-five percent (75%) of the estimated cost of restoration and repair, the Board shall use the insurance proceeds for that purpose, shall levy a Special Assessment to provide the necessary additional funds, and shall have the Improvements promptly rebuilt, unless the Owners by the vote or written consent of not less than seventy-five percent (75%) of the total voting power of Owners, object to the restoration or repair work within ninety (90) days of the damage or destruction.

(c) Approval by Owners for Certain Restorations and Repairs. If the proceeds of any insurance maintained pursuant to Article XIII of these CC&Rs for reconstruction or repair of the Common Area are less than seventy-five percent (75%) of the estimated cost of restoration and repair, any restoration and repair work must be authorized by the vote or written consent of Owners representing a majority of the total voting power. This authorization must authorize the Board to levy a Special Assessment to provide the necessary funds over and above the amount of any insurance proceeds available for the work.

(d) Ordering Reconstruction or Repair. If reconstruction or repair work is to take place pursuant to this Article, the Board shall take the following steps:

(1) Prepare the necessary documents, including an executed and acknowledged certificate stating that damage has occurred, describing it, identifying the improvement suffering the damage, the name of any insurer against whom claim is made and the name of any insurance trustee, stating (if applicable) that the consent described herein has been obtained, and reciting that the certificate is recorded pursuant to this paragraph. That declaration shall be recorded with the Recorder's Office within one hundred eighty (180) days from the date of damage or destruction but failure to timely record the declaration shall not result in the revocation of the Owners' consent.

(2) Obtain firm bids from two or more responsible contractors to rebuild the Common Area as close as possible in accordance with its original plans and specifications and, as soon as possible thereafter, call a special meeting of the voting Owners to consider the bids. If the Board fails to do so within ninety (90) days after the casualty occurs, any Owner may obtain the bids and call and conduct the special meeting in the manner required by this paragraph. At the meeting, Owners representing at least sixty-seven percent (67%) of the total voting power may elect to reject all of the bids and thus not to rebuild, or Owners representing at least fifty-one percent (51%) of the total voting power may elect to reject all bids requiring amounts exceeding the available insurance proceeds by more than \$50,000.00. Failure to reject all bids shall authorize the Board to accept the un-rejected bid it considers most favorable. Failure to call the special meeting or to repair the casualty damage within twelve (12) months from the date the damage occurred shall be deemed for all purposes to be a decision not to rebuild.

(3) If a bid is accepted, the Board shall let the contract to the successful bidder and distribute the insurance proceeds to the contractor as required by the contract.

(4) Levy a Special Assessment to make up any deficiency between the total insurance proceeds and the contract price for the repair or rebuilding, with the assessment and all insurance proceeds, whether or not subject to liens of mortgagees, to be used solely for the rebuilding. This assessment shall be apportioned equally to each Lot. If any Owner fails to pay the Special Assessment within fifteen (15) days after it is levied, the Board shall enforce the assessment in the manner described in Article IV of these CC&Rs.

(e) Election Not to Rebuild. Upon an election not to rebuild, the Board, as soon as reasonably possible and as agent for the Owners, shall execute and record a certificate stating that the Association shall not rebuild. The Board shall also sell the property, entire Development on terms acceptable to the Board and free from the effect of these CC&Rs, which shall terminate upon sale. The net proceeds shall then be distributed to the Owners and their respective mortgagees proportionately according to the respective fair market values of the Lots at the time of the destruction as determined by an independent appraisal. That appraisal shall be performed by an independent appraiser who shall be selected by the Association and who shall be a member of, and apply the standards of, a nationally recognized appraiser organization. All insurance proceeds available for the restoration or repair shall be distributed to the Owners.

(f) Other Restoration and Repair Work. The Association shall order restoration or repair work without complying with the other provisions of this Article whenever the estimated cost of the work does not exceed \$50,000.00. If insurance proceeds are unavailable or insufficient, the Association shall levy a Special Assessment for the cost of the work.

14.2 Damage or Destruction of Residences.

(a) Obligation to Rebuild. If all or any portion of any Residence is damaged or destroyed by fire or other casualty it shall be the duty of the Owner of said Residence to rebuild, repair or reconstruct said Residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty, or to remove any damaged structures from the Owner's Lot without unreasonable delay.

(b) Architectural Committee Approval. Any Owner who has suffered damage shall apply to the Architectural Review Committee for approval of plans for the reconstruction, rebuilding, or repair of his or her Residence pursuant to Article VI of these CC&Rs. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings and elevations showing the

proposed reconstruction and the end result thereof. The Architectural Review Committee shall grant such approval only if the design proposed by the Owner would result in a finished Residence in harmony with the exterior design of other Residences within the Development.

(c) Time Limitation for Reconstruction or Removal of Improvements. The Owner of any damaged Residence and the Architectural Review Committee shall be obligated to proceed with all due diligence hereunder to discharge their respective obligations. Unless a waiver or modification of these time requirements is obtained from the Architectural Review Committee in accordance with Article VI, the Owner shall commence reconstruction or removal of the damaged or destroyed structure within three (3) months after the damage occurs and complete reconstruction or removal within six (6) months after the damage occurs.

(d) Duty to Clear Debris. In the event any Residence shall be destroyed by fire or other casualty and the Owner is unable to rebuild same in compliance with the foregoing, such Owner shall clear the Lot of all debris, and restore his or her Lot to a neat, safe and attractive condition within a reasonable time, as may be determined by the Board of Directors.

ARTICLE XV CONDEMNATION

15.1 Sale to Condemning Authority. If a governmental agency proposes to condemn all or a portion of the Common Area, the Association may sell all or any portion of the Common Area to the condemning authority if fifty-one percent (51%) of the Owners and seventy-five percent (75%) of all institutional first mortgagees approve the sale in advance. Any such sale shall be made by the Association in the capacity of attorney-in-fact for the Owners, acting under an irrevocable power of attorney which each Owner grants to the Association by accepting a deed to a Lot. The sales price shall be any amount deemed reasonable by the Board.

15.2 Distribution of Sale Proceeds. The proceeds of a sale conducted pursuant to Section 12.1 shall be distributed equally to the Owners and their mortgagees, as their interests may appear.

15.3. Taking and Condemnation Awards. If there is a taking by a governmental agency of all or any portion of the Common Areas, the condemnation award shall be distributed to all Owners and their respective mortgagees in accordance with the court judgment, if any such judgment exists. In all other cases, the proceeds shall be distributed among the Owners and their respective mortgagees as their interests may appear.

ARTICLE XVI RIGHTS OF LENDERS

16.1 Notice of Action. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any such first mortgagee or insurer or guarantor of a first mortgage will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or any Lot on which there is a first mortgage held, insured or guaranteed by such first mortgagee or insurer or guarantor of such first mortgage;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(c) Any proposed action which would require the consent of a specified percentage of first mortgagees as specified in Section 16.2.

16.2 Other Provisions for First Mortgagees. To the extent permitted by applicable law, first mortgagees shall also be afforded the following rights:

Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned), or sixty-seven percent (67%) of the Lot Owners, have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the development;

(b) Change the pro rata interest or obligations of any individual Lot, or the method of determining such interest or obligations, for either of the following purposes: (1) Levying assessments or charges, or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) Determining the pro rata share of ownership of each Lot in the Common Area and the Improvements thereon.

(c) Partition or subdivide any Lot;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this clause);

(e) Use hazard insurance proceeds for losses to any property (whether to Lots or to the Common Area) for other than the repair, replacement or reconstruction of that property, except as provided by statute in case of substantial loss to the Lots and/or Common Area of the Development.

(f) Effect any decision of the Association to terminate professional

management and assume self-management of the Development, where such professional management was previously required or approved by a holder, insurer or guarantor of any recorded first mortgage.

(g) By act or omission, change, waive, or abandon any provisions of these CC&Rs pertaining to (or pertaining to enforcement of) architectural design or maintenance of any Improvement situated on a Lot, or the maintenance and operation of the Common Areas within the Development, including without limitation sidewalks, fences, driveways and hardscape within the Development.

(h) Fail to maintain fire and extended coverage on the insurable Common Area or Common Facilities on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value thereof.

16.3 Subordination and Liens. Notwithstanding any other provision of these CC&Rs, liens created under these CC&Rs upon any Lot shall be subject and subordinate to, and shall not affect the rights of the holder of, the indebtedness secured by any recorded first mortgage upon such an interest made in good faith and for value, provided that any transfer of a Lot as the result of a foreclosure or exercise of a power of sale shall not relieve the new Owner from liability for assessments that become due after the transfer. Such a transfer shall extinguish the lien of assessments that were due and payable prior to the transfer of the Lot. All taxes, assessments and charges which may become liens prior to a first mortgage under local law shall relate only to individual Lots, and not to the Development as a whole.

16.4 Notice of Default. A first mortgagee, upon request, shall be entitled to written notification from the Association of any default in the performance by the mortgagor of any obligation under the Association's Governing Documents that is not cured within sixty (60) days.

16.5 Right to Inspect Books and Records. First mortgagees, upon written request, shall have the right to (a) examine the books and records of the Association during normal business hours and, (b) require the submission of any financial data furnished to the Owners by the Association.

16.6 Right to Furnish Mortgage Information. Each Owner hereby authorizes the first mortgagee of a first mortgage on the Owner's Lot to furnish information to the Board concerning the status of the first mortgage and the loan that it secures.

16.7 No Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey his or her Lot shall not be subject to any right of first refusal or any similar restriction in favor of the Association.

16.8 Distribution of Awards. No provision of the Governing Documents shall be interpreted to give any Owner or any other party priority over any rights of the first mortgagee in the case of a distribution to such Owner of insurance proceeds or

condemnation awards for losses to or a taking of all or any portion fo the Common Area or such Owner's Lot.

16.9 Payment by Mortgagee. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may have become a lien on the Common Area, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Upon demand by any first mortgagee, the Board shall execute on behalf of the Association an agreement establishing the right of all first mortgagees to such reimbursement.

16.10 Violation of Mortgagee Protection Provisions. No breach of any of the foregoing covenants shall cause any forfeiture of title or reversion or bestow any right of re-entry whatsoever, but in the event that any one (1) or more of these covenants shall be violated, the Association or any Owner may commence a legal action in any court of competent jurisdiction to enjoin or abate said violation and/or to recover damages; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage made in good faith and for value. Said covenants shall be binding upon and effective against any Owner whose title is acquired by foreclosure, trustee sale or otherwise.

ARTICLE XVII AMENDMENT OF CC&RS

17.1 Amendments in General. These CC&Rs may be amended or revoked by the vote or assent of a majority fifty-one percent (51%) of eligible Owners, using voting procedures prescribed in the Bylaws or by law. The percentage of Owners necessary to amend a specific provision of these CC&Rs shall not be less than the percentage of affirmative votes prescribed for action to be taken under that provision. These CC&Rs may also be amended by the Board, without Member approval, where permitted or required by applicable law, including without limitation to remove any provision which does not conform to applicable law.

17.2 Effective Date of Amendment. An amendment will be effective upon the recording of a Certificate of Amendment in the Office of the Ventura County Recorder, and the distribution of a copy of the recorded amendment to each Owner. The Certificate of Amendment shall be executed by the President and Secretary of the Association, setting forth the amendment in full, and certifying that the approval requirements of Section 17.1, above, have been duly met. Notwithstanding anything to the contrary herein, no amendment shall affect the rights of the holder of any deed of trust or mortgage recorded prior to such amendment.

ARTICLE XVIII GENERAL PROVISIONS

18.1 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges and equitable servitudes contained in these CC&Rs shall run with, and shall benefit and burden the Lots and the Common Area or Common Facilities as herein provided, and shall insure to the benefit of and be binding upon the Owners, the Association, its Board of Directors, and its officers and agents, and their respective successors-in-interest, for a term of fifty (50) years from the date of the recording of these CC&Rs, after which time the same shall be automatically extended for successive periods of ten (10) years each unless, within six (6) months prior to the expiration of the initial 50-year term or any such 10-year extension period, a recordable written instrument, approved by one hundred percent (100%) of all Owners terminating the effectiveness of these CC&Rs shall be filed for recording in the Office of the County Recorder of Ventura County.

18.2 Attorneys' Fees. In any action to enforce these CC&Rs, or the Association Resolutions, Rules, Regulations, and Restrictions, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

18.3 Notices.

(a) Mailing Addresses. Any communication or notice of any kind permitted or required herein shall be in writing and may be served, as an alternative to personal service, by mailing the same as follows:

(1) If to any Owner: To the street address of his or her Lot or to such other address as he or she may from time to time designate in writing to the Association.

(2) If to the Association: To Autumn Wood at Hunter's Field Homeowners Association at the principal office of the Association or to such other address as the Association may from time to time designate in writing to the Owners.

(b) Personal Service Upon Co-Owners and Others. Personal service of a notice or demand to one of the co-owners of any Lot, to any general partner of a partnership which is the Owner of Record of the Lot, or to any officer or agent for service of process of a corporation which is the Owner of Record of the Lot, shall be deemed delivered to all such co-owners, to such partnership, or to such corporation, as the case may be.

(c) Deposit in United States Mails. All notices and demands served by mail shall be sent by first-class or certified mail, and shall be deemed delivered seven days after deposit into the United States mail.

18.4 Failure of Mortgagee to Respond. Any mortgagee and/or governmental

agency who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the mortgagee by certified or registered mail, return receipt requested.

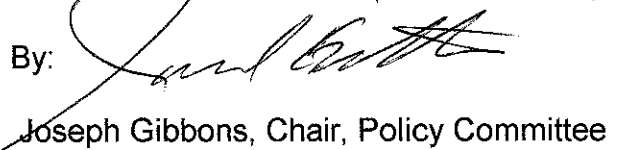
18.5 Severability. Invalidation of any one of these covenants by judgment, court order, or operation of law shall in no way affect any other provisions hereof, which shall remain in full force and effect.

Executed on _____ at Ventura, California.

AUTUMN WOOD AT HUNTER'S FIELD HOMEOWNERS ASSOCIATION

By: 
Frank M Boardman, President

By: 
Monsef Sidrak, Secretary

By: 
Joseph Gibbons, Chair, Policy Committee

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF VENTURA

On December 12th, 2013, before me, *TERESA STANSBERRY*
Notary Public, personally appeared Frank Boardman, Monsef Sidrak and Joseph
Gibbons, proved to me on the basis of satisfactory evidence to be the persons whose
names are subscribed to the within instrument and acknowledged to me that they
executed the same in their authorized capacities, and that be their signatures on the
instrument the persons, or the entity upon behalf of which the persons acted, executed
the instrument.

WITNESS my hand and official seal

Teresa Stansberry

Notary Public in and for Ventura
County and State of California

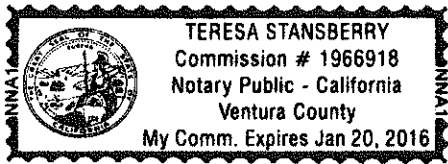
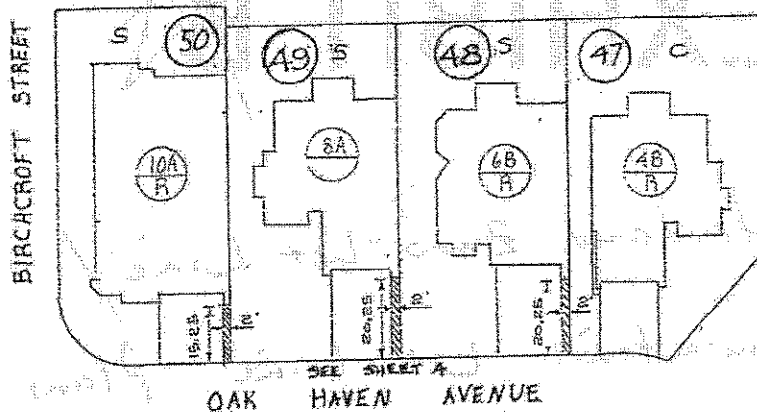
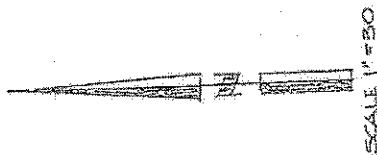
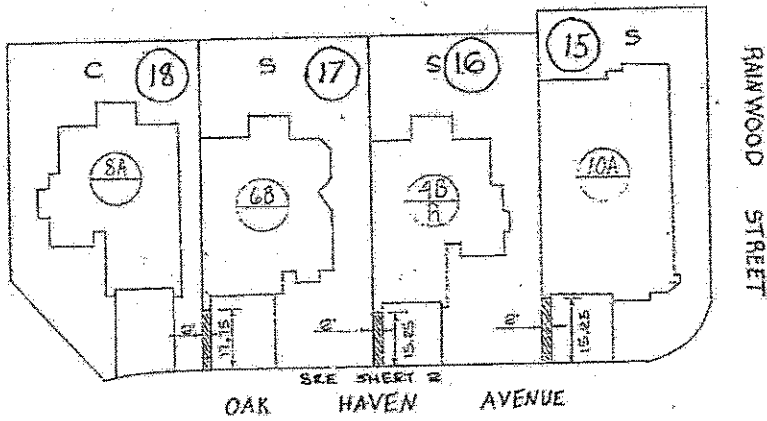


EXHIBIT A

Standard Zero-Lot Line /
Conventional Lot Line Plans
(also showing Driveway Landscape Easements)



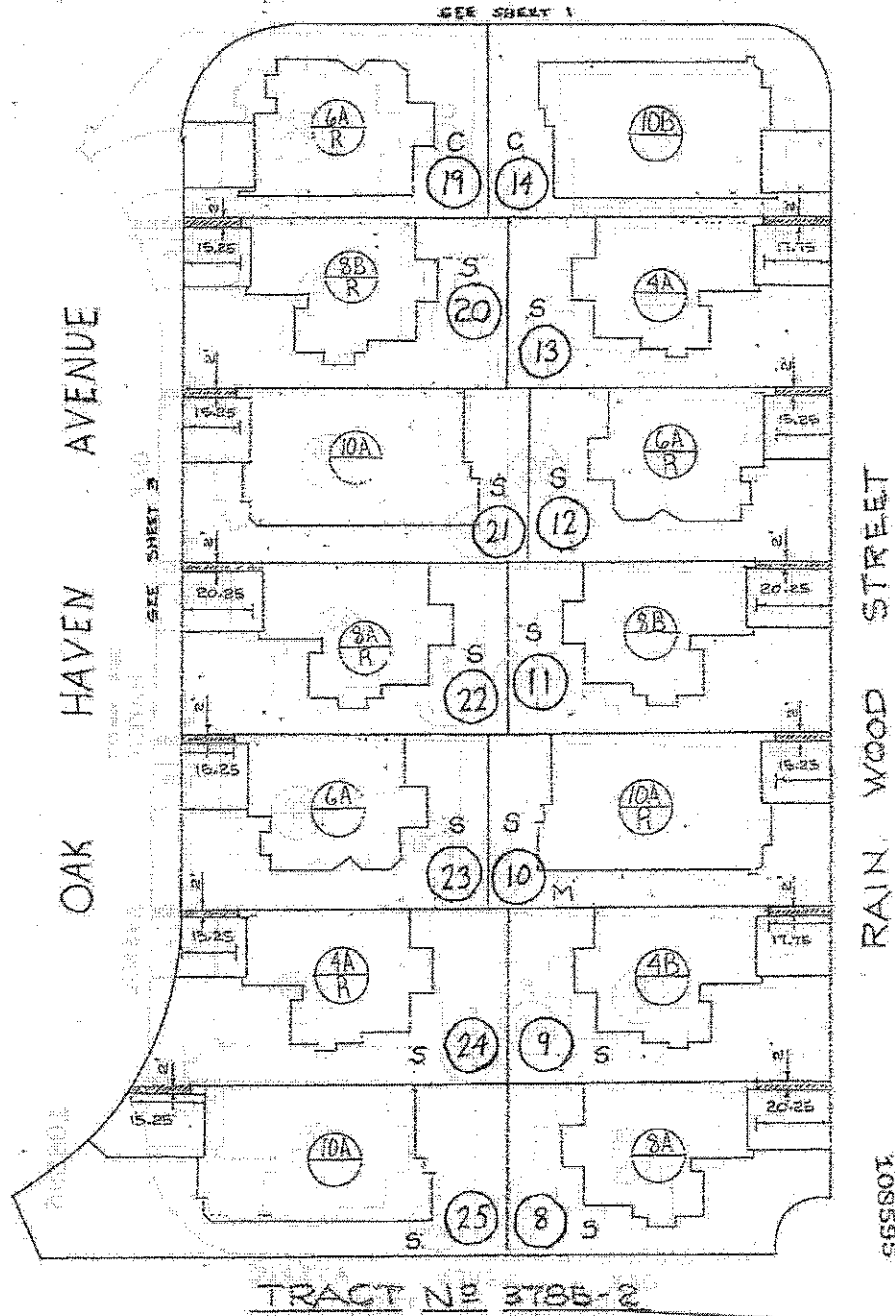
TRACT NO 3785-2

LEGEND

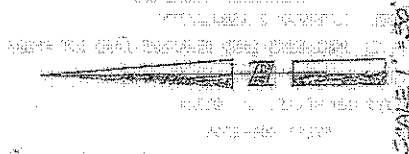
- S = STANDARD ZERO LOT CONFIGURATION
- C = CONVENTIONAL LOT CONFIGURATION
- = LANDSCAPE EASEMENT AREA 2' WIDE

JOEL SILVERMAN & ASSOCIATES
 CIVIL ENGINEERS, LAND PLANNERS, LAND SURVEYORS
 20500 VENTURA BLVD., SUITE 550,
 WOODLAND HILLS, CA. 91364
 (215) 999-5560
 012-1503 Rev. 9-21-84

1085595



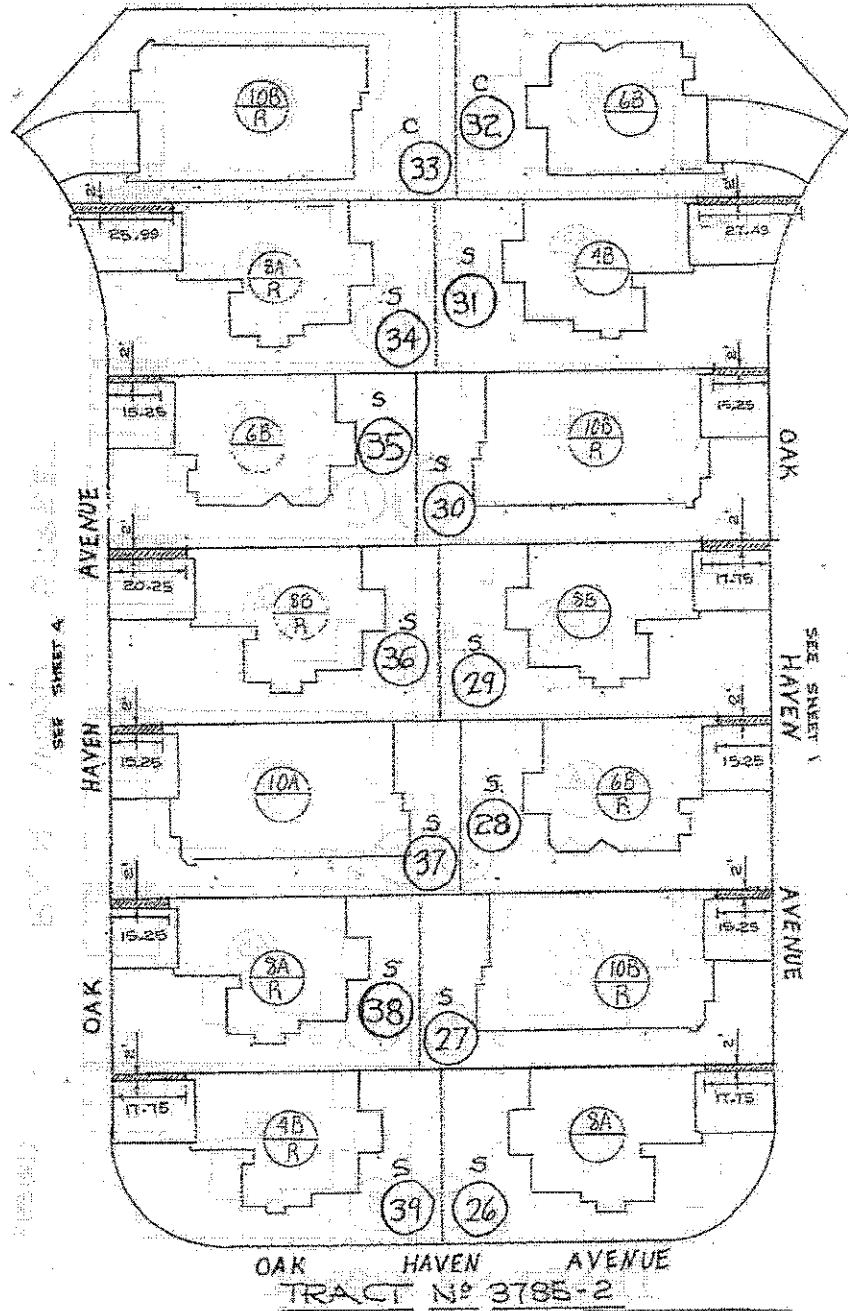
FOR LEGEND SEE SHEET 1



JOEL SILVERMAN & ASSOCIATES
 CIVIL ENGINEERS • LAND PLANNERS • LAND SURVEYORS
 20500 VENTURA BLVD., SUITE 350,
 WOODLAND HILLS, CA 91364
 (213) 999-5560

012-1505

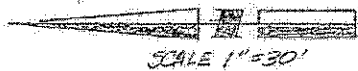
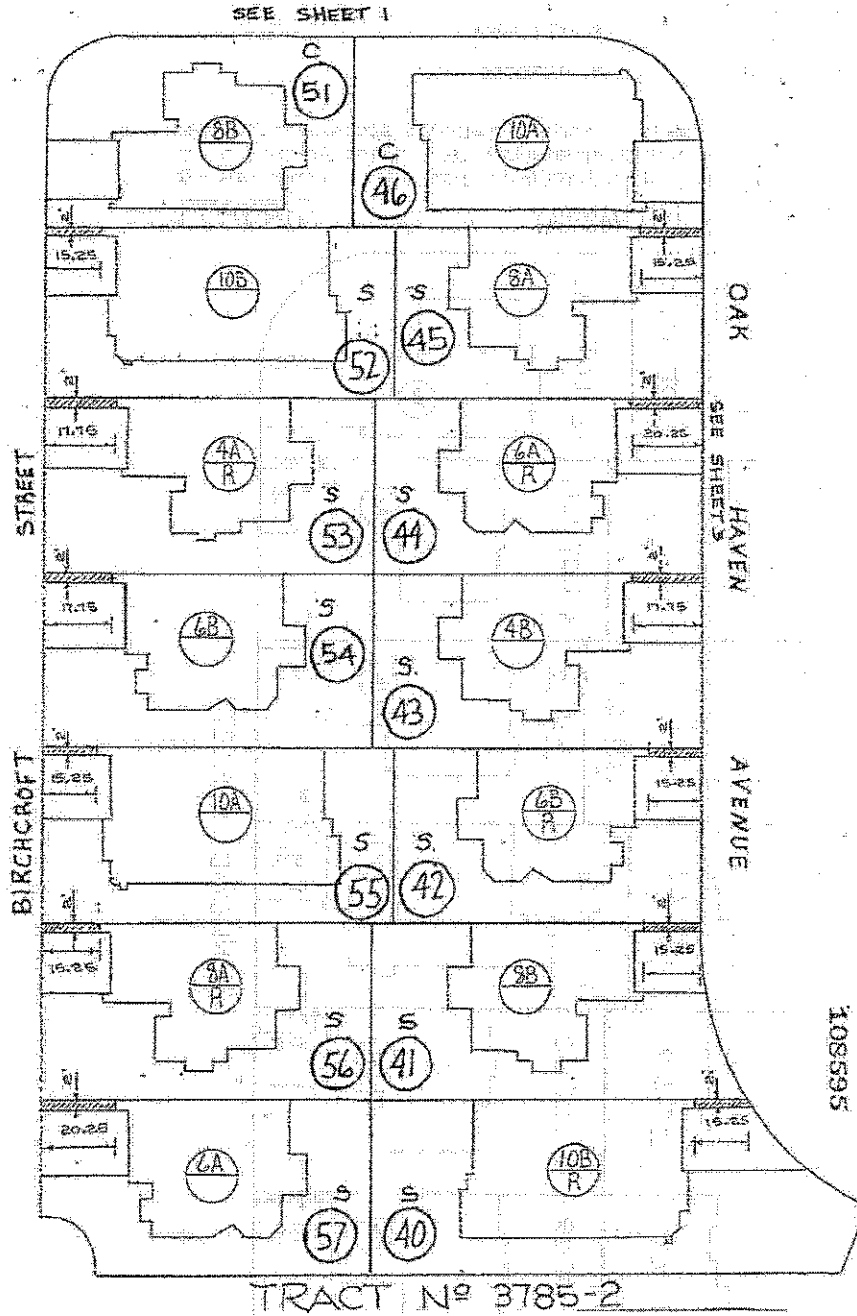
Rev. 9-21-84



SCALE 1" = 30'

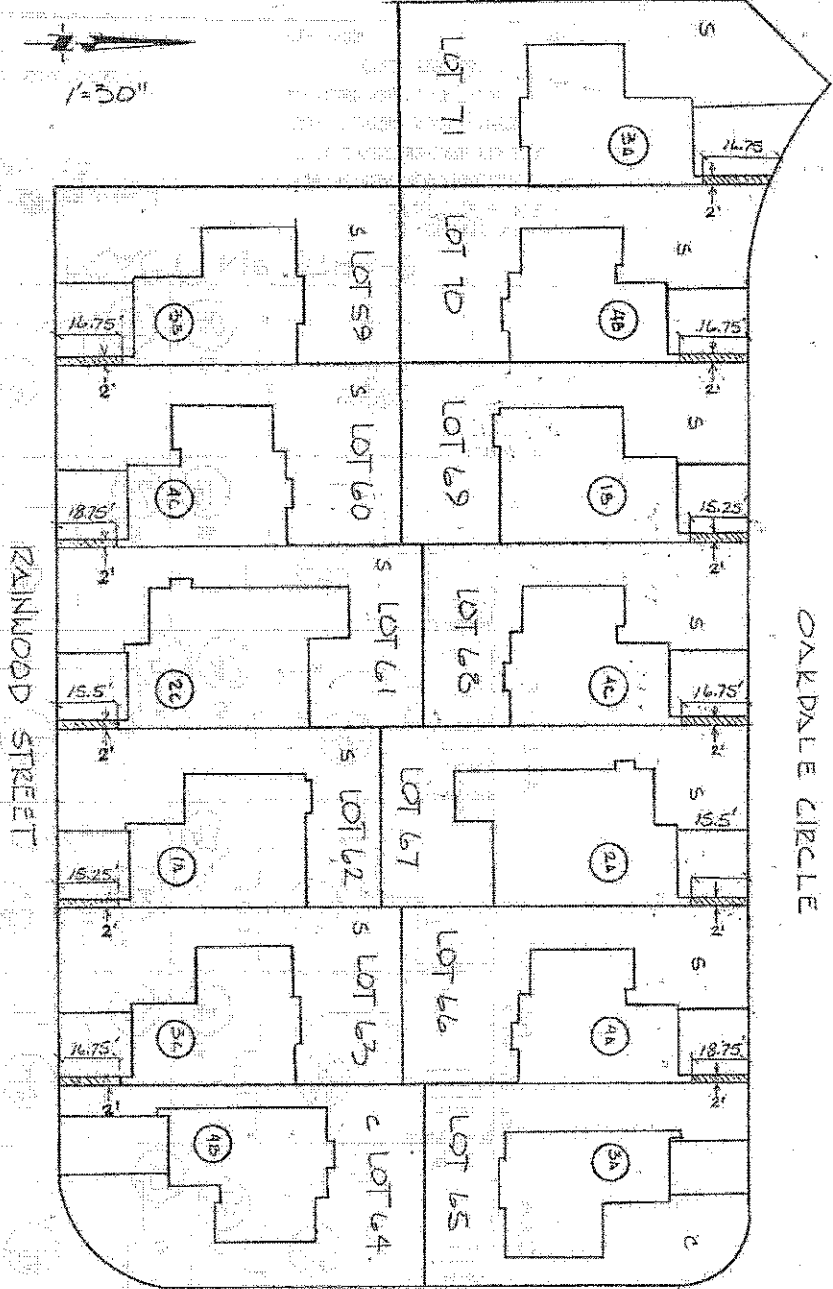
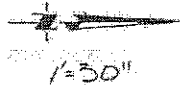
FOR LEGEND SEE SHEET 1

JOEL SILVERMAN & ASSOCIATES
 CIVIL ENGINEERS - LAND PLANNERS - LAND SURVEYORS
 20500 VENTURA BLVD., SUITE 550,
 WOODLAND HILLS, CA. 91364
 (215) 999-5560
 012-1503 Rev. 9-21



FOR LEGEND SEE SHEET 1

JOEL SILVERMAN & ASSOCIATES
 CIVIL ENGINEERS-LAND PLANNERS-LAND SURVEYORS
 20500 VENTURA BLVD., SUITE 350,
 WOODLAND HILLS, CA. 91364
 (213) 999-5560
 012-1503 Rev. 9-21-04



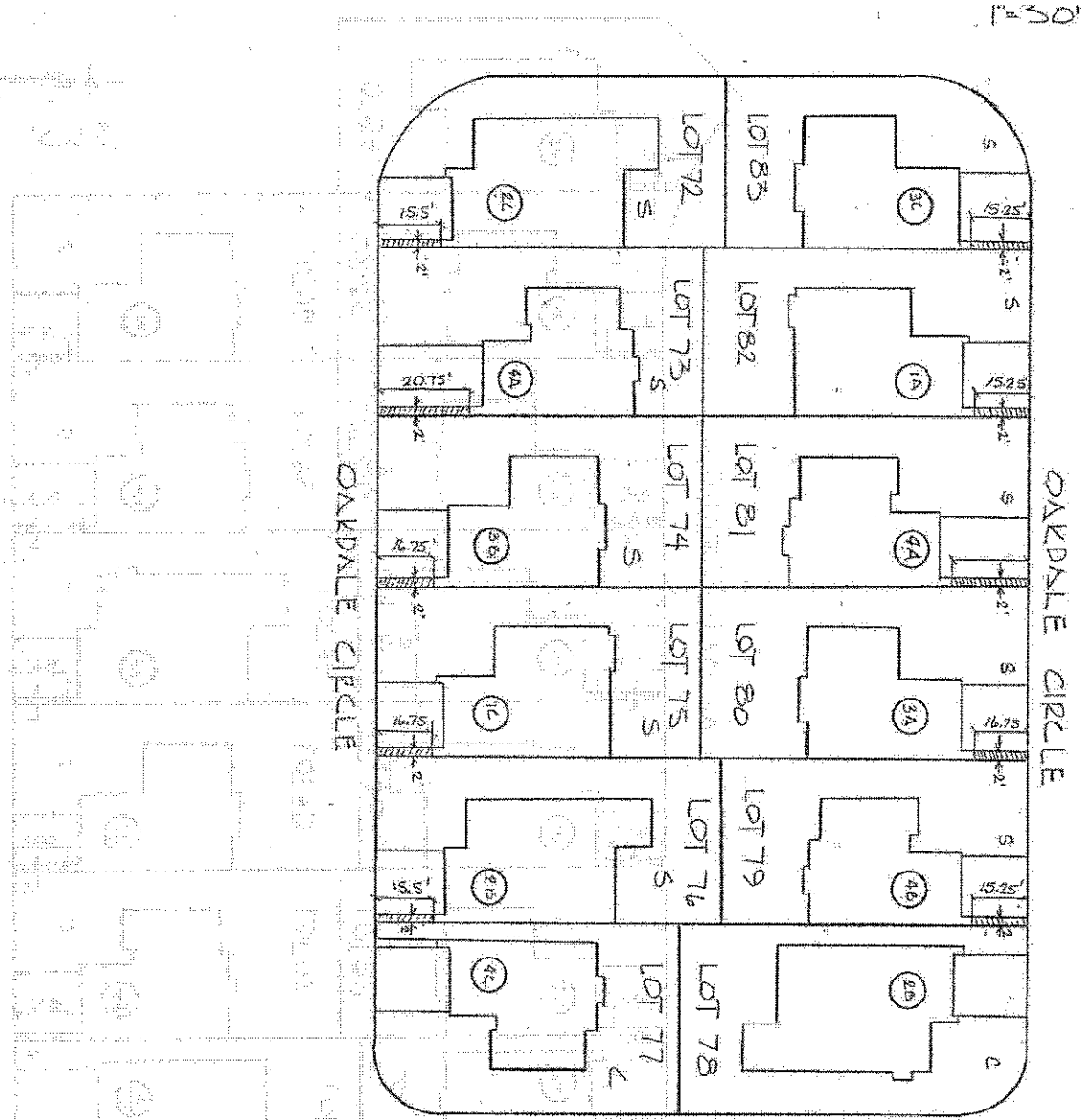
LEGEND:

- S = STANDARD ZERO LOT CONFIGURATION.
- C = CONVENTIONAL LOT CONFIGURATION.
- ////// = LANDSCAPE EASEMENT AREA 2' WIDE.

BIRCHGLEN AVENUE
(PHASE II)

TR N° 3785-3

JOEL SILVERMAN & ASSOCIAT
CIVIL ENGINEERS • LAND PLANNERS • LAND SURVEY
20300 VENTURA BLVD., SUITE 260, WOODLAND HILLS, CA



LEGEND

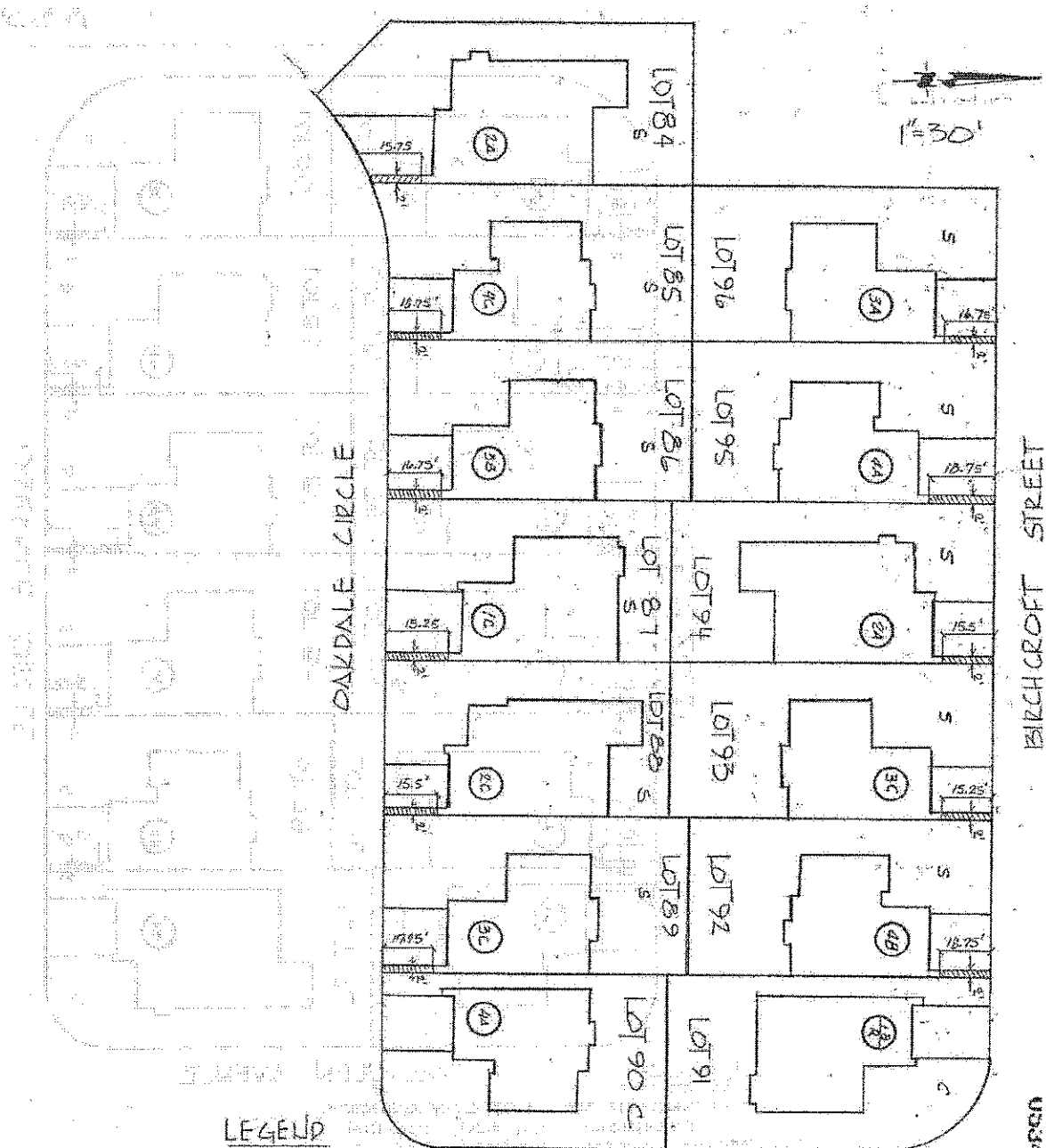
- S = STANDARD ZERO LOT CONFIGURATION.
- C = CONVENTIONAL LOT CONFIGURATION.
- = LANDSCAPE EASEMENT AREA 2' WIDE.

BIRCHGLEN AVENUE.

(SHEET II)

TR N° 3785-3

JOEL SILVERMAN & ASSOCIATE
 CIVIL ENGINEERS • LAND PLANNERS • LAND SURVEY
 23300 VENTURA BLVD., SUITE 300, WOODLAND HILLS, CA 91367
 (818) 950-4300



LEGEND

- 06 STANDARD ZERO LOT CONFIGURATION.
- C CONVENTIONAL LOT CONFIGURATION.
- ////// LANDSCAPE EASEMENT AREA 2' WIDE.

BIRCH GLEN AVENUE (PHASE II)

UNRECORDED
 10/10/2011 10:00 AM
 10/10/2011 10:00 AM
 10/10/2011 10:00 AM
 10/10/2011 10:00 AM

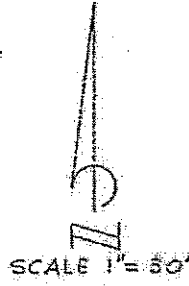
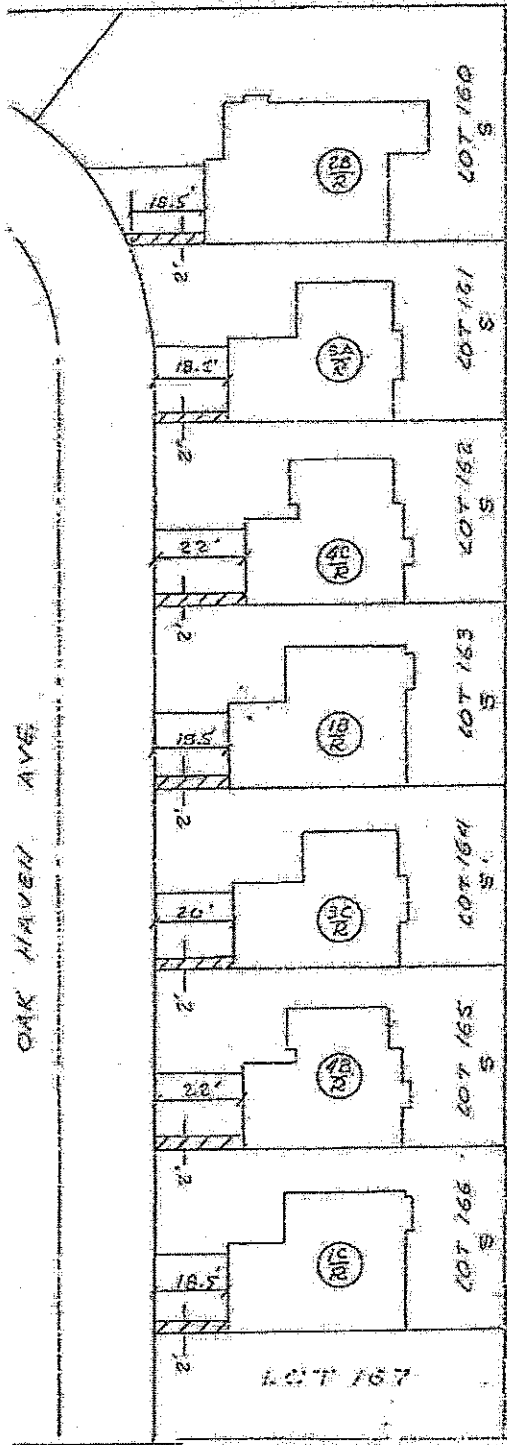
TR N° 3785-3

JOEL SILVERMAN & ASSOCIATE
 CIVIL ENGINEERS • LAND PLANNERS • LAND SURVEY
 20300 VENTURA BLVD., SUITE 300, WOODLAND HILLS, CA 91367
 (818) 866-6560

TRACT 3785-T

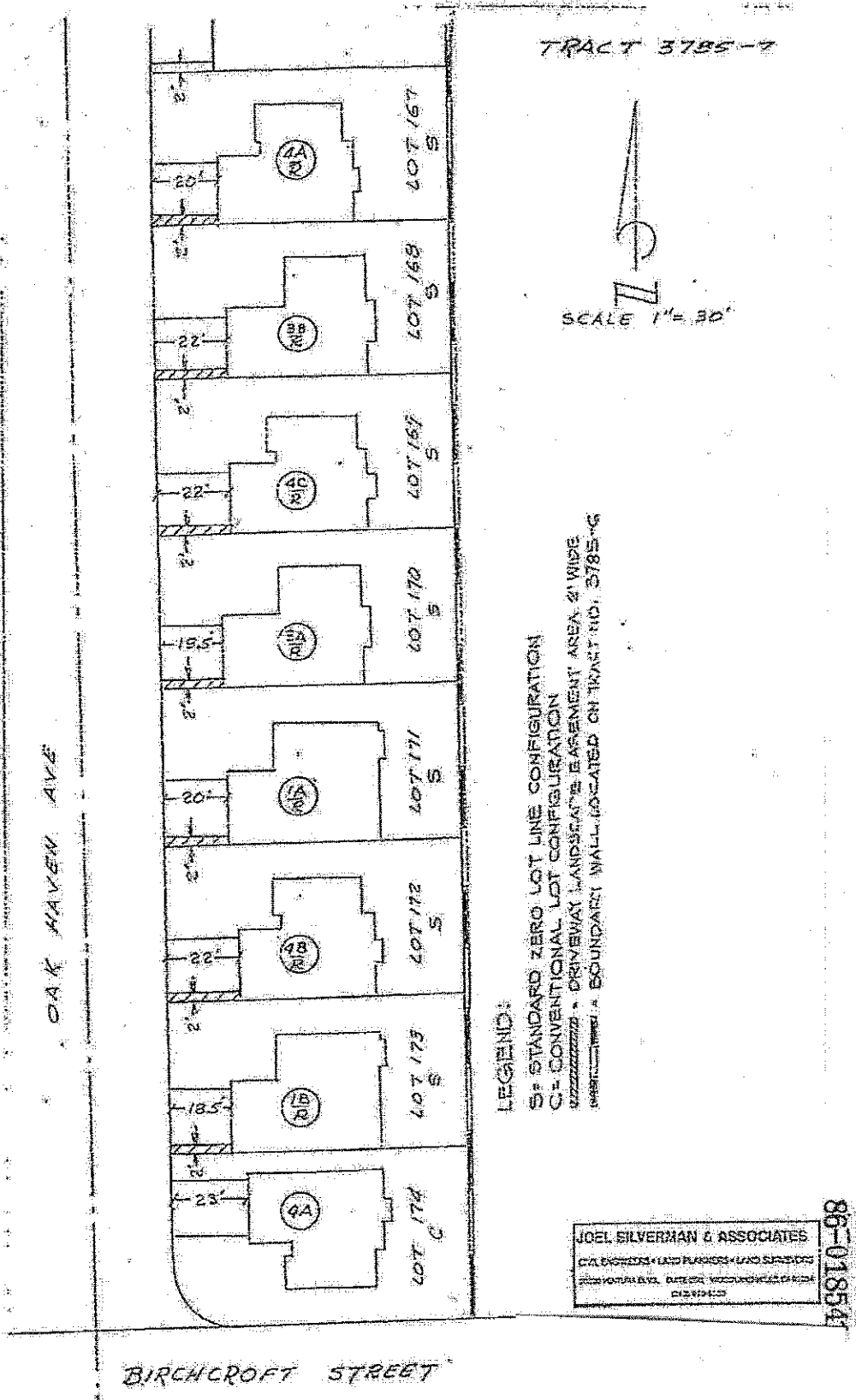
LEGEND

- S = STANDARD ZERO LOT LINE CONFIGURATION
- C = CONVENTIONAL LOT CONFIGURATION
- ||||| = DRIVEWAY LANDSCAPE EASEMENT AREA, 2' WIDE
- = BOUNDARY WALL LOCATED ON TRACT NO. 3785-G



JOEL SILVERMAN & ASSOCIATES
 CIVIL ENGINEERS AND PLANNERS AND SURVEYORS
 1115 222-2382

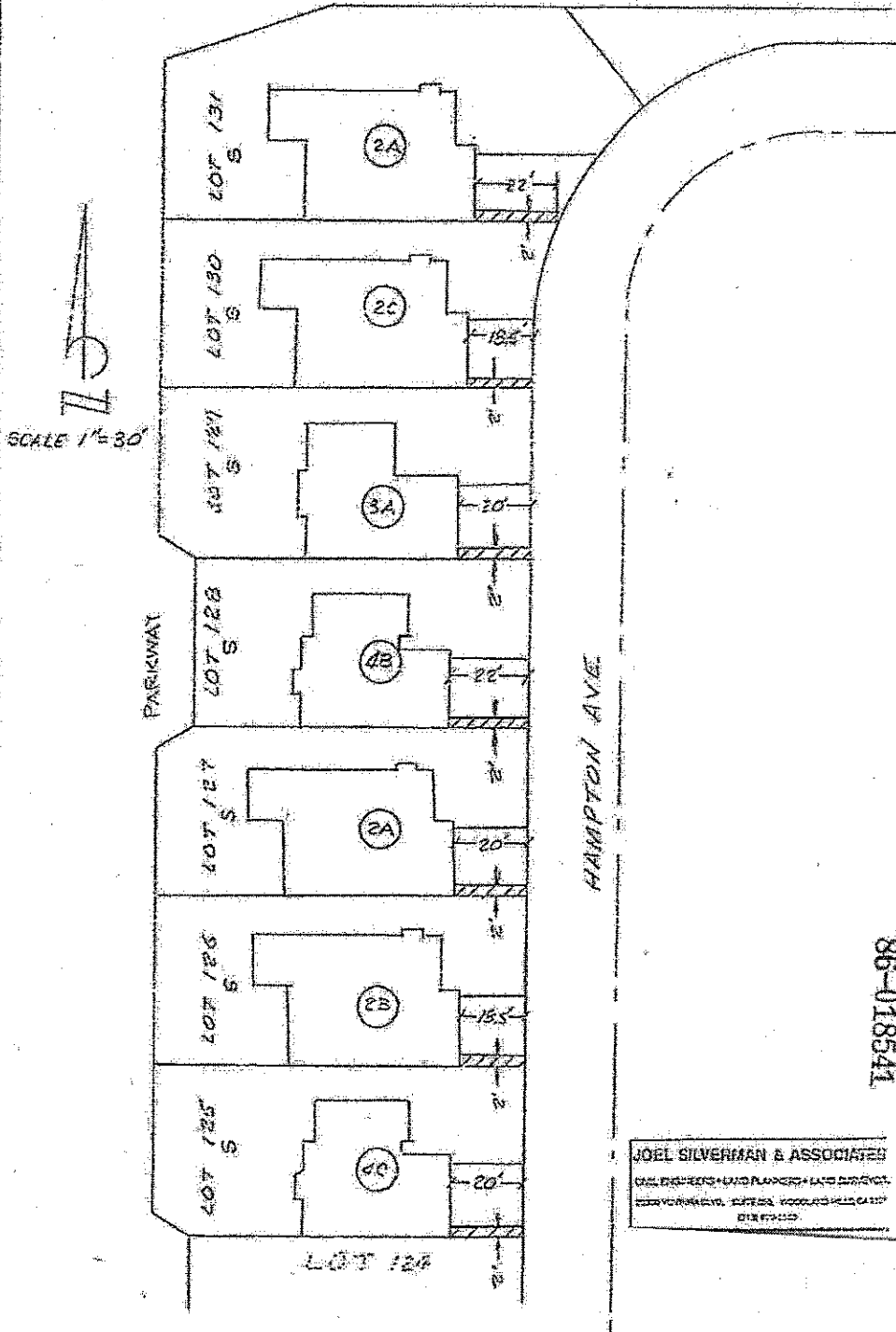
86-018541



TRACT 3785-7

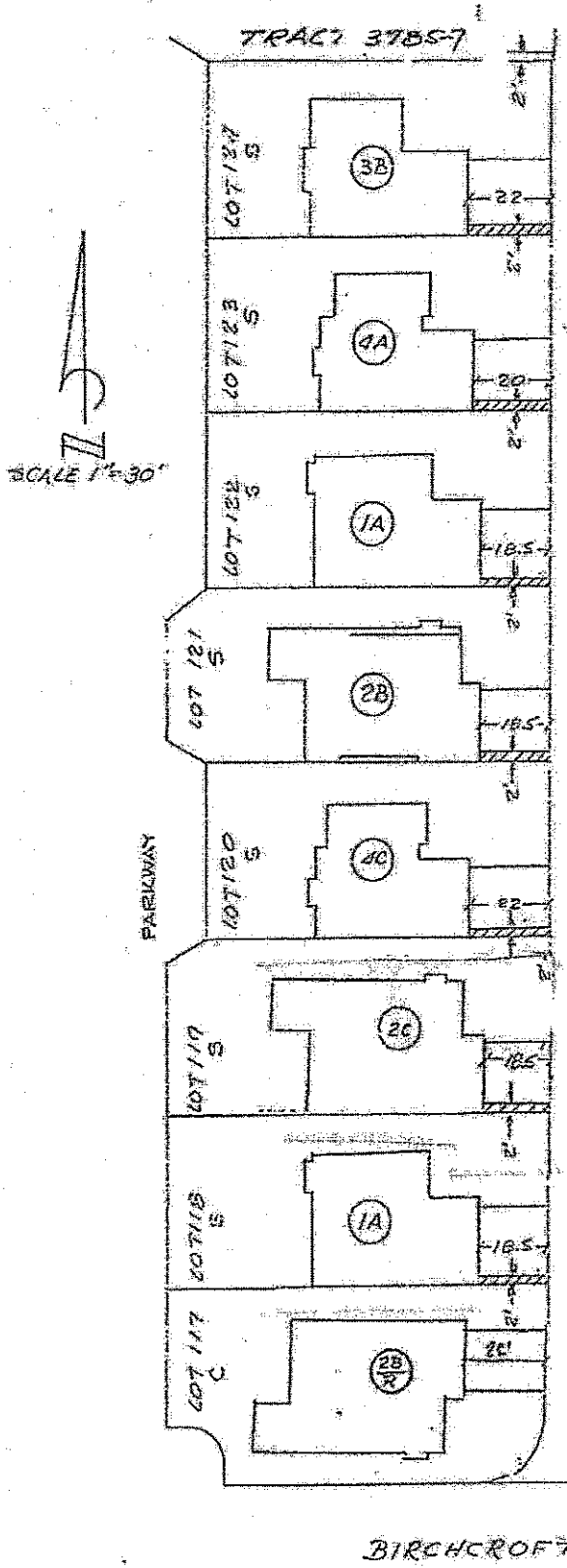
LEGEND

- S = STANDARD ZERO LOT LINE CONFIGURATION
- C = CONVENTIONAL LOT CONFIGURATION
- ||||| = DRIVEWAY LANDSCAPE EASEMENT AREA 6' WIDE



86-018541


JOEL SILVERMAN & ASSOCIATES
 CIVIL ENGINEERS, LAND PLANNERS AND ARCHITECTS
 1000 W. 10TH AVENUE, SUITE 1000, DENVER, CO 80202
 TEL: 303.733.8800 FAX: 303.733.8801

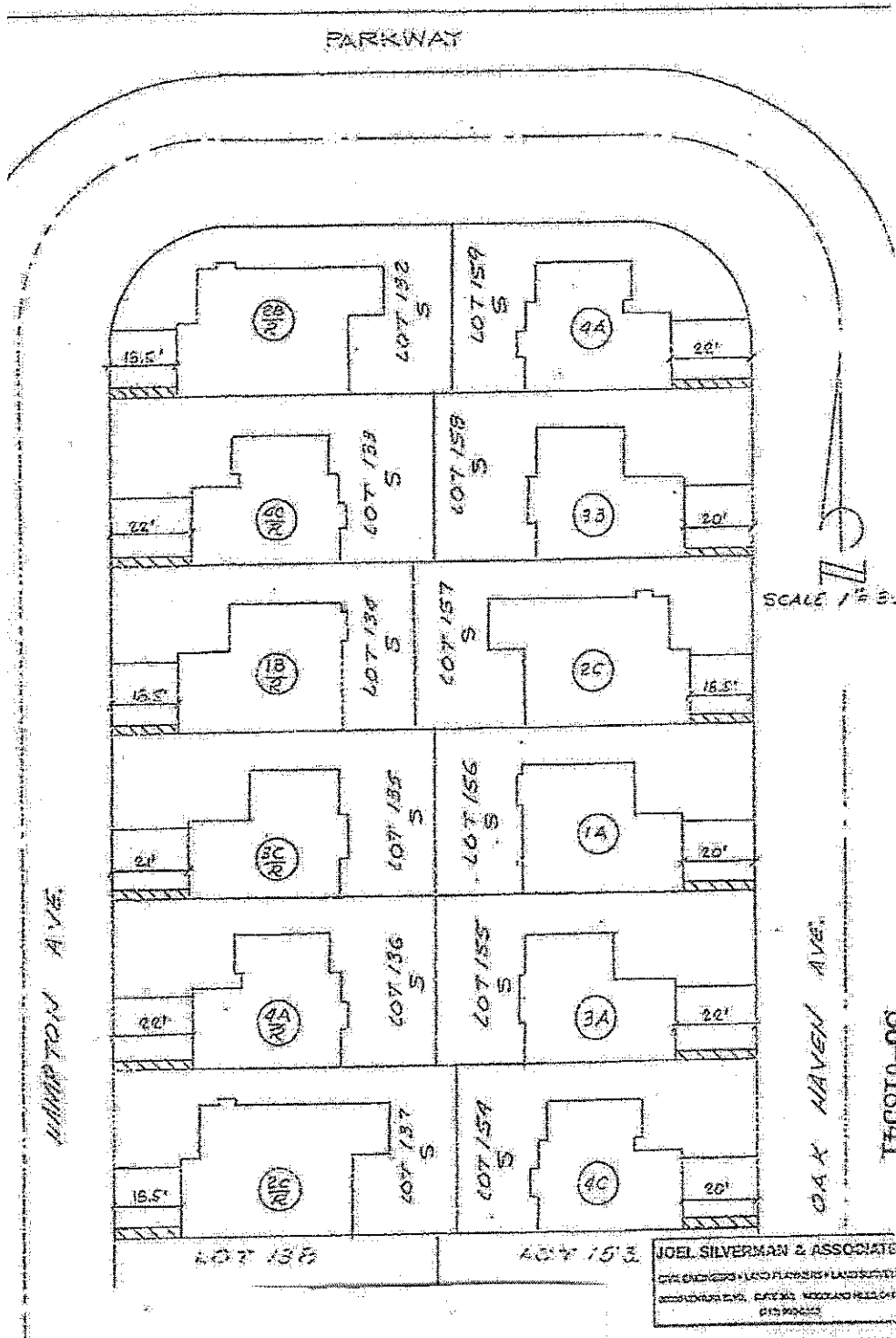


LEGEND
 S= STANDARD ZERO LOT LINE CONFIGURATION
 C= CONVENTIONAL LOT CONFIGURATION
 [Hatched Area] = DRIVEWAY LANDSCAPE EASEMENT AREA 2' WIDE

JOEL SILVERMAN & ASSOCIATES
 CIVIL ENGINEERS & ARCHITECTS
 10000 BIRCHCROFT STREET
 SUITE 100
 BIRCHMOUNT, ALABAMA 35115
 (205) 961-1111

86-018541

LEGEND: *TRACT 3785-7*
 S = STANDARD ZERO LOT LINE CONFIGURATION
 C = CONVENTIONAL LOT CONFIGURATION
 = DRIVEWAY LANDSCAPE BASEMENT AREA 2' WIDE



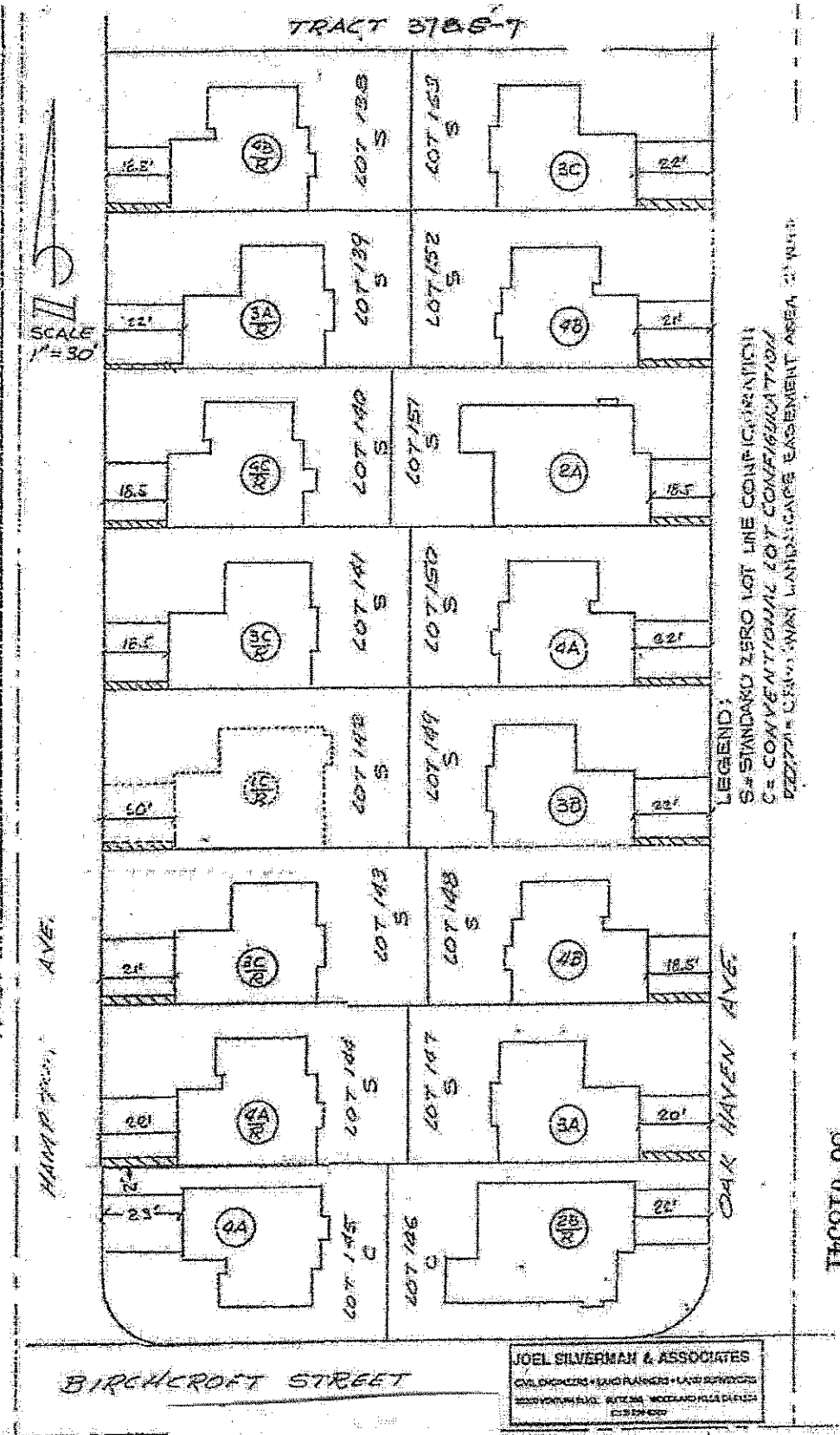


EXHIBIT B

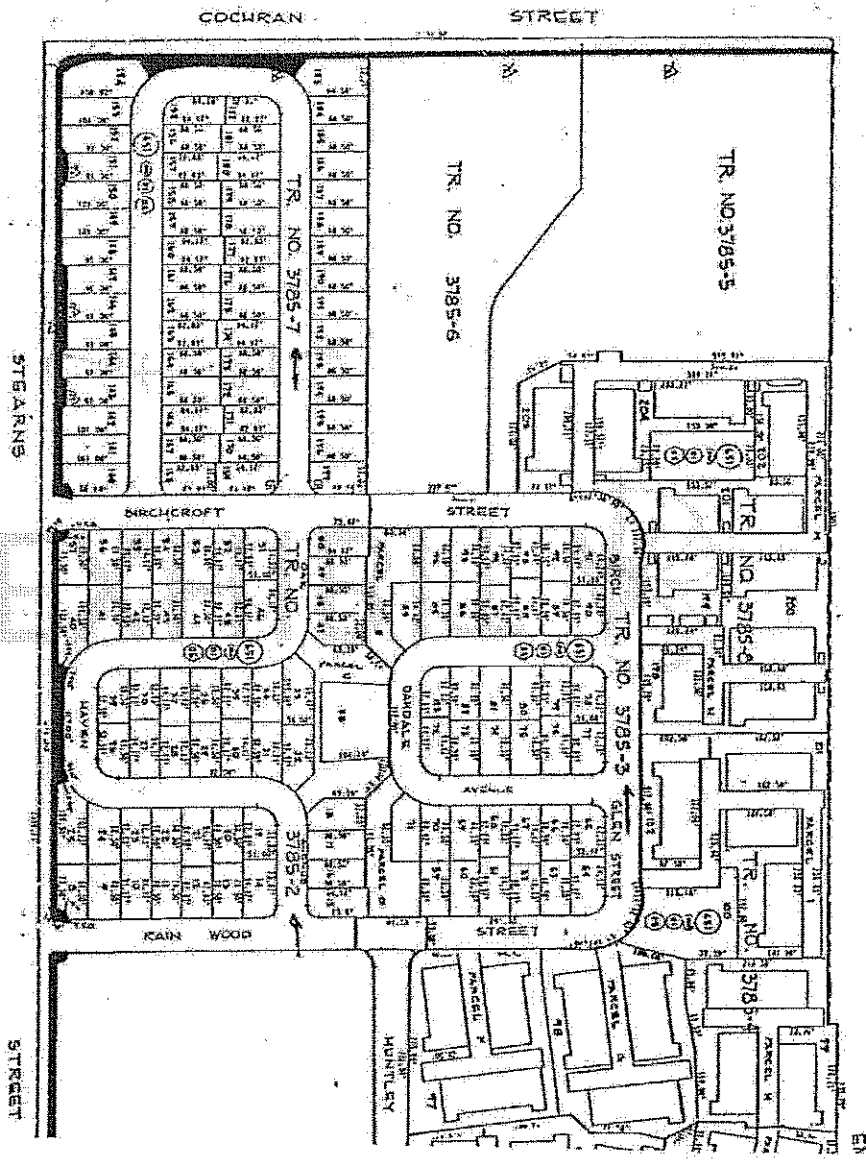
Lot Plans for Tract 3785-2, 3785-3
and 3785-7

TRACT	DATE	DATE	NO.	PARCELS
3785-5	11-18-54	11-18-54	1	1
3785-6	11-18-54	11-18-54	1	1
3785-7	11-18-54	11-18-54	1	1
3785-2	11-18-54	11-18-54	1	1
3785-3	11-18-54	11-18-54	1	1
3785-4	11-18-54	11-18-54	1	1

APPROVED

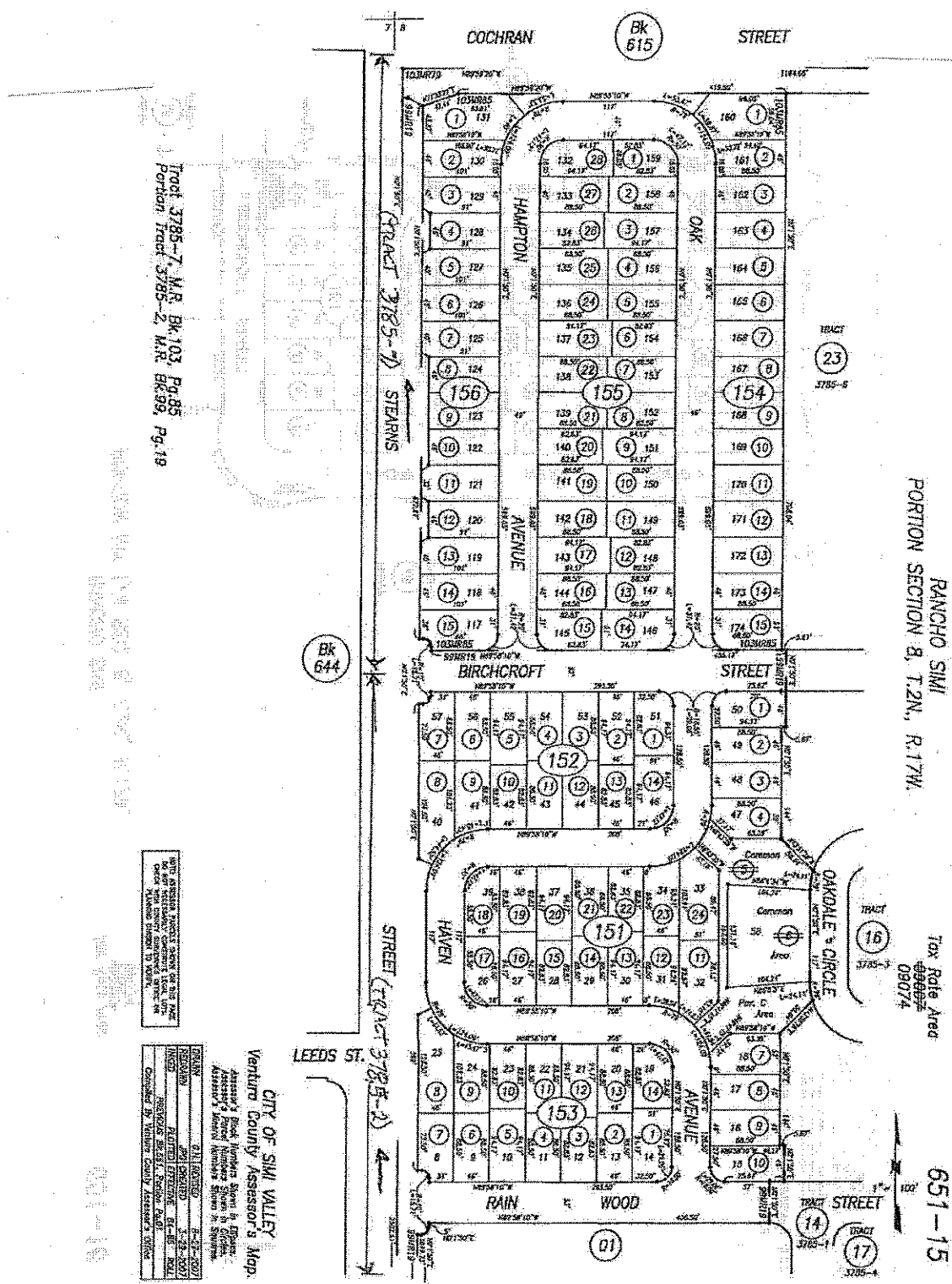
LANDSCAPE DISTRICT NO. 1

LANDSCAPE DISTRICT NO. 1



LANDSCAPE DISTRICT NO. 1
 ZONE NO. 1
 LANDSCAPE ANNEXATION
 TENTATIVE TRACT NO. 3785

CITY OF SAN MATEO, COUNTY OF VENTURA
 STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PART OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 WEST, SAN MATEO COUNTY, CALIFORNIA, AS SHOWN ON THE RECORDS OF SAID COUNTY IN BOOK 5, PAGE 28 OF MISCELLANEOUS RECORDS (MAPS).

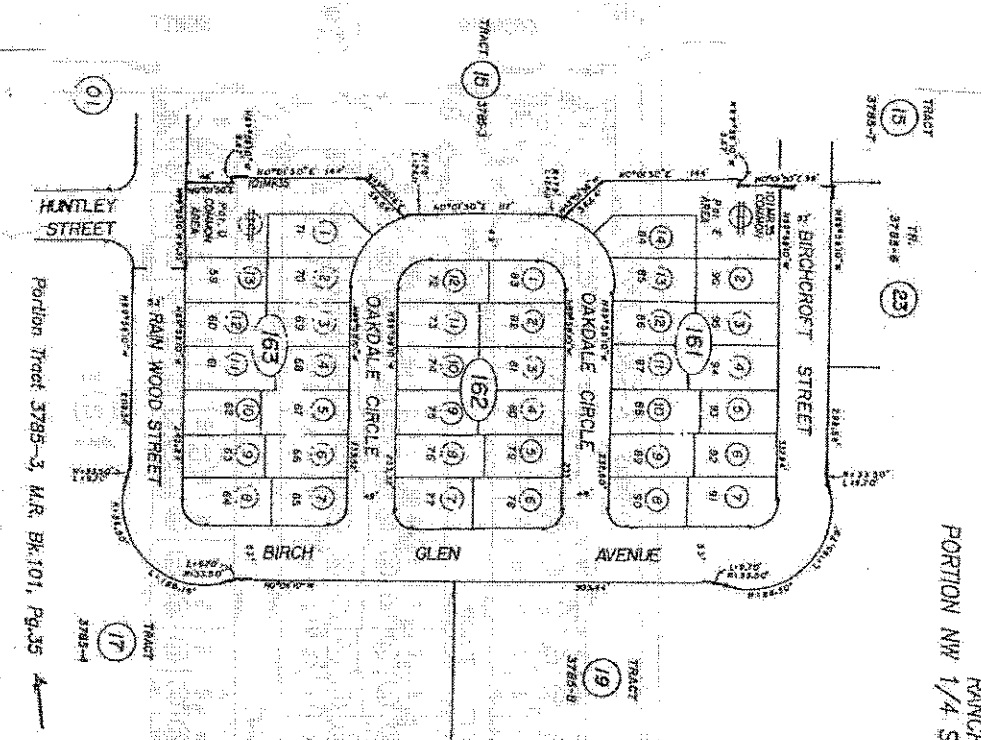


Tract 3785-7, M.R. Bk 103 Pg. 85
 Portion Tract 3785-2, M.R. Bk 95, Pg. 19

RANCHO SIMI
 PORTION SECTION 8, T.2N., R.17W.

Tax Rate Area
 08074

651-15



RANCHO SIMI
 PORTION NW 1/4 SEC. 8, T.2N., R.17W.

Tax Rate Area
 09074

651-16

ALL ASSASSAL, VEHICLE, AIRCRAFT, OR OTHER PERSONAL PROPERTY LOCATED ON THIS TRACT SHALL BE TAXED IN ACCORDANCE WITH THE CITY OF SIMI VALLEY TAXATION ORDINANCE.

CITY OF SIMI VALLEY
 Ventura County Assessor's Map
 Assessor's Book Number 3785-3, District 1
 Assessor's Parcel Number 3785-3-001
 Assessor's Parcel Number 3785-3-002
 Assessor's Parcel Number 3785-3-003
 Assessor's Parcel Number 3785-3-004
 Assessor's Parcel Number 3785-3-005
 Assessor's Parcel Number 3785-3-006
 Assessor's Parcel Number 3785-3-007
 Assessor's Parcel Number 3785-3-008
 Assessor's Parcel Number 3785-3-009
 Assessor's Parcel Number 3785-3-010
 Assessor's Parcel Number 3785-3-011
 Assessor's Parcel Number 3785-3-012
 Assessor's Parcel Number 3785-3-013
 Assessor's Parcel Number 3785-3-014
 Assessor's Parcel Number 3785-3-015
 Assessor's Parcel Number 3785-3-016
 Assessor's Parcel Number 3785-3-017
 Assessor's Parcel Number 3785-3-018
 Assessor's Parcel Number 3785-3-019
 Assessor's Parcel Number 3785-3-020
 Assessor's Parcel Number 3785-3-021
 Assessor's Parcel Number 3785-3-022
 Assessor's Parcel Number 3785-3-023
 Assessor's Parcel Number 3785-3-024
 Assessor's Parcel Number 3785-3-025
 Assessor's Parcel Number 3785-3-026
 Assessor's Parcel Number 3785-3-027
 Assessor's Parcel Number 3785-3-028
 Assessor's Parcel Number 3785-3-029
 Assessor's Parcel Number 3785-3-030
 Assessor's Parcel Number 3785-3-031
 Assessor's Parcel Number 3785-3-032
 Assessor's Parcel Number 3785-3-033
 Assessor's Parcel Number 3785-3-034
 Assessor's Parcel Number 3785-3-035
 Assessor's Parcel Number 3785-3-036
 Assessor's Parcel Number 3785-3-037
 Assessor's Parcel Number 3785-3-038
 Assessor's Parcel Number 3785-3-039
 Assessor's Parcel Number 3785-3-040
 Assessor's Parcel Number 3785-3-041
 Assessor's Parcel Number 3785-3-042
 Assessor's Parcel Number 3785-3-043
 Assessor's Parcel Number 3785-3-044
 Assessor's Parcel Number 3785-3-045
 Assessor's Parcel Number 3785-3-046
 Assessor's Parcel Number 3785-3-047
 Assessor's Parcel Number 3785-3-048
 Assessor's Parcel Number 3785-3-049
 Assessor's Parcel Number 3785-3-050
 Assessor's Parcel Number 3785-3-051
 Assessor's Parcel Number 3785-3-052
 Assessor's Parcel Number 3785-3-053
 Assessor's Parcel Number 3785-3-054
 Assessor's Parcel Number 3785-3-055
 Assessor's Parcel Number 3785-3-056
 Assessor's Parcel Number 3785-3-057
 Assessor's Parcel Number 3785-3-058
 Assessor's Parcel Number 3785-3-059
 Assessor's Parcel Number 3785-3-060
 Assessor's Parcel Number 3785-3-061
 Assessor's Parcel Number 3785-3-062
 Assessor's Parcel Number 3785-3-063
 Assessor's Parcel Number 3785-3-064
 Assessor's Parcel Number 3785-3-065
 Assessor's Parcel Number 3785-3-066
 Assessor's Parcel Number 3785-3-067
 Assessor's Parcel Number 3785-3-068
 Assessor's Parcel Number 3785-3-069
 Assessor's Parcel Number 3785-3-070
 Assessor's Parcel Number 3785-3-071
 Assessor's Parcel Number 3785-3-072
 Assessor's Parcel Number 3785-3-073
 Assessor's Parcel Number 3785-3-074
 Assessor's Parcel Number 3785-3-075
 Assessor's Parcel Number 3785-3-076
 Assessor's Parcel Number 3785-3-077
 Assessor's Parcel Number 3785-3-078
 Assessor's Parcel Number 3785-3-079
 Assessor's Parcel Number 3785-3-080
 Assessor's Parcel Number 3785-3-081
 Assessor's Parcel Number 3785-3-082
 Assessor's Parcel Number 3785-3-083
 Assessor's Parcel Number 3785-3-084
 Assessor's Parcel Number 3785-3-085
 Assessor's Parcel Number 3785-3-086
 Assessor's Parcel Number 3785-3-087
 Assessor's Parcel Number 3785-3-088
 Assessor's Parcel Number 3785-3-089
 Assessor's Parcel Number 3785-3-090
 Assessor's Parcel Number 3785-3-091
 Assessor's Parcel Number 3785-3-092
 Assessor's Parcel Number 3785-3-093
 Assessor's Parcel Number 3785-3-094
 Assessor's Parcel Number 3785-3-095
 Assessor's Parcel Number 3785-3-096
 Assessor's Parcel Number 3785-3-097
 Assessor's Parcel Number 3785-3-098
 Assessor's Parcel Number 3785-3-099
 Assessor's Parcel Number 3785-3-100

EXHIBIT C

Relationship of Lots to Other Lots
(Driveway Landscape Easements, Article IX)

<u>Dominent Lot</u>		<u>Servient Lot</u>		<u>Dominent Lot</u>		<u>Servient Lot</u>	
Lot	9	Lot	8	Lot	62	Lot	61
Lot	10	Lot	9	Lot	63	Lot	62
Lot	11	Lot	10	Lot	64	Lot	63
Lot	12	Lot	11	Lot	65	Lot	66
Lot	13	Lot	12	Lot	66	Lot	67
Lot	14	Lot	13	Lot	67	Lot	68
Lot	16	Lot	15	Lot	68	Lot	69
Lot	17	Lot	16	Lot	69	Lot	70
Lot	18	Lot	17	Lot	70	Lot	71
Lot	19	Lot	20	Lot	73	Lot	72
Lot	20	Lot	21	Lot	74	Lot	73
Lot	21	Lot	22	Lot	75	Lot	74
Lot	22	Lot	23	Lot	76	Lot	75
Lot	23	Lot	24	Lot	77	Lot	76
Lot	24	Lot	25	Lot	78	Lot	79
Lot	27	Lot	26	Lot	79	Lot	80
Lot	28	Lot	27	Lot	80	Lot	81
Lot	29	Lot	28	Lot	81	Lot	82
Lot	30	Lot	29	Lot	82	Lot	83
Lot	31	Lot	30	Lot	85	Lot	84
Lot	32	Lot	31	Lot	86	Lot	85
Lot	33	Lot	34	Lot	87	Lot	86
Lot	34	Lot	35	Lot	88	Lot	87
Lot	35	Lot	36	Lot	89	Lot	88
Lot	36	Lot	37	Lot	90	Lot	89
Lot	37	Lot	38	Lot	91	Lot	92
Lot	38	Lot	39	Lot	92	Lot	93
Lot	41	Lot	40	Lot	93	Lot	94
Lot	42	Lot	41	Lot	94	Lot	95
Lot	43	Lot	42	Lot	95	Lot	96
Lot	44	Lot	43	Lot	117	Lot	118
Lot	45	Lot	44	Lot	118	Lot	119
Lot	46	Lot	45	Lot	119	Lot	120
Lot	47	Lot	48	Lot	120	Lot	121
Lot	48	Lot	49	Lot	121	Lot	122
Lot	49	Lot	50	Lot	122	Lot	123
Lot	51	Lot	52	Lot	123	Lot	124
Lot	52	Lot	53	Lot	124	Lot	125
Lot	53	Lot	54	Lot	125	Lot	126
Lot	54	Lot	55	Lot	126	Lot	127
Lot	55	Lot	56	Lot	127	Lot	128
Lot	56	Lot	57	Lot	128	Lot	129
Lot	60	Lot	59	Lot	129	Lot	130
Lot	61	Lot	60	Lot	130	Lot	131

Dominant Lot		Servient Lot	
Lot	133	Lot	132
Lot	134	Lot	133
Lot	135	Lot	134
Lot	136	Lot	135
Lot	137	Lot	136
Lot	138	Lot	137
Lot	139	Lot	138
Lot	140	Lot	139
Lot	141	Lot	140
Lot	142	Lot	141
Lot	143	Lot	142
Lot	144	Lot	143
Lot	145	Lot	144
Lot	146	Lot	147
Lot	147	Lot	148
Lot	148	Lot	149
Lot	149	Lot	150
Lot	150	Lot	151
Lot	151	Lot	152
Lot	152	Lot	153
Lot	153	Lot	154
Lot	154	Lot	155
Lot	155	Lot	156
Lot	156	Lot	157
Lot	157	Lot	158
Lot	158	Lot	159
Lot	161	Lot	160
Lot	162	Lot	161
Lot	163	Lot	162
Lot	164	Lot	163
Lot	165	Lot	164
Lot	166	Lot	165
Lot	167	Lot	166
Lot	168	Lot	167
Lot	169	Lot	168
Lot	170	Lot	169
Lot	171	Lot	170
Lot	172	Lot	171
Lot	173	Lot	172
Lot	174	Lot	173

EXHIBIT D

Relationship of Lots to Other Lots
(Maintenance Easement and Tenement
Dominance, Articles X and XI)

<u>Dominant Tenement</u>		<u>Servient Tenement</u>		<u>Dominant Tenement</u>		<u>Servient Tenement</u>	
Lot	8	Lot	9	Lot	61	Lot	62
Lot	9	Lot	10	Lot	62	Lot	63
Lot	10	Lot	11	Lot	63	Lot	64
Lot	11	Lot	12	Lot	66	Lot	65
Lot	12	Lot	13	Lot	67	Lot	66
Lot	13	Lot	14	Lot	68	Lot	67
Lot	15	Lot	16	Lot	69	Lot	68
Lot	16	Lot	17	Lot	70	Lot	69
Lot	17	Lot	18	Lot	71	Lot	70
Lot	20	Lot	19	Lot	72	Lot	73
Lot	21	Lot	20	Lot	73	Lot	74
Lot	22	Lot	21	Lot	74	Lot	75
Lot	23	Lot	22	Lot	75	Lot	76
Lot	24	Lot	23	Lot	76	Lot	77
Lot	25	Lot	24	Lot	79	Lot	78
Lot	26	Lot	27	Lot	80	Lot	79
Lot	27	Lot	28	Lot	81	Lot	80
Lot	28	Lot	29	Lot	82	Lot	81
Lot	29	Lot	30	Lot	83	Lot	82
Lot	30	Lot	31	Lot	84	Lot	85
Lot	31	Lot	32	Lot	85	Lot	86
Lot	34	Lot	33	Lot	86	Lot	87
Lot	35	Lot	34	Lot	87	Lot	88
Lot	36	Lot	35	Lot	88	Lot	89
Lot	37	Lot	36	Lot	89	Lot	90
Lot	38	Lot	37	Lot	92	Lot	91
Lot	39	Lot	38	Lot	93	Lot	92
Lot	40	Lot	41	Lot	94	Lot	93
Lot	41	Lot	42	Lot	95	Lot	94
Lot	42	Lot	43	Lot	96	Lot	95
Lot	43	Lot	44	Lot	118	Lot	117
Lot	44	Lot	45	Lot	119	Lot	118
Lot	45	Lot	46	Lot	120	Lot	119
Lot	48	Lot	47	Lot	121	Lot	120
Lot	49	Lot	48	Lot	122	Lot	121
Lot	50	Lot	49	Lot	123	Lot	122
Lot	52	Lot	51	Lot	124	Lot	123
Lot	53	Lot	52	Lot	125	Lot	124
Lot	54	Lot	53	Lot	126	Lot	125
Lot	55	Lot	54	Lot	127	Lot	126
Lot	56	Lot	55	Lot	128	Lot	127
Lot	57	Lot	56	Lot	129	Lot	128
Lot	59	Lot	60	Lot	130	Lot	129
Lot	60	Lot	61	Lot	131	Lot	130

Dominent Tenement		Servient Tenement	
Lot	132	Lot	133
Lot	133	Lot	134
Lot	134	Lot	135
Lot	135	Lot	136
Lot	136	Lot	137
Lot	137	Lot	138
Lot	138	Lot	139
Lot	139	Lot	140
Lot	140	Lot	141
Lot	141	Lot	142
Lot	142	Lot	143
Lot	143	Lot	144
Lot	144	Lot	145
Lot	147	Lot	146
Lot	148	Lot	147
Lot	149	Lot	148
Lot	150	Lot	149
Lot	151	Lot	150
Lot	152	Lot	151
Lot	153	Lot	152
Lot	154	Lot	153
Lot	155	Lot	154
Lot	156	Lot	155
Lot	157	Lot	156
Lot	158	Lot	157
Lot	159	Lot	158
Lot	160	Lot	161
Lot	161	Lot	162
Lot	162	Lot	163
Lot	163	Lot	164
Lot	164	Lot	165
Lot	165	Lot	166
Lot	166	Lot	167
Lot	167	Lot	168
Lot	168	Lot	169
Lot	169	Lot	170
Lot	170	Lot	171
Lot	171	Lot	172
Lot	172	Lot	173
Lot	173	Lot	174